

**MASTER INDEPENDENT CONTRACTOR ENGAGEMENT, CONFIDENTIAL
INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT**

THIS AGREEMENT (the “Agreement”), effective as of the 25th day of January, 2017, is entered into by and between **CONNEXION360, LLC**, a corporation formed under the laws of the State of Delaware, having a principal place of business at 16990 Dallas Parkway, Suite 103, Dallas, TX 75248 (“Company”), and Lumina Films having a principal place of business at 231 W 29th St #807, New York, NY 10001 (“Independent Contractor”).

WHEREAS, Company is engaged in the marketing and communications business, including creative development and brand strategy (the “Business”); and

WHEREAS, Company wishes to retain the services of Independent Contractor and Independent Contractor wishes to provide such services to Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Company hereby retains Independent Contractor and Independent Contractor hereby agrees to perform services for Company upon the terms and conditions set forth herein. At the discretion of Company, Independent Contractor agrees to submit and cause any employee of Independent Contractor to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check. Independent Contractor agrees to execute and cause any employee or independent contractor to execute such documents as may be necessary as determined by Company to allow Company to perform such background investigation.

2. Services. From time to time, Company may request Independent Contractor to provide services as are set forth on one or more Schedules agreed to by Company and Independent Contractor (the “Services”) to Company during the Term (as defined below) of this Agreement. Each Schedule will be in the form annexed hereto as Exhibit 1 and once agreed to, shall become a part of this Agreement. Independent Contractor will be required to submit a budget for the Services identified on each Schedule prior to performing any of the Services.

3. Term. The term of this Agreement shall commence on the date this Agreement is executed by Company and Independent Contractor (the “Commencement Date”) and shall continue until either the Company or Independent Contractor terminates pursuant to section 4 below.

4. Termination. Termination of this Agreement may occur as follows:

(a) Malfeasance. By Company, immediately, if Independent Contractor commits a felony, acts dishonestly, violates laws applicable to his or her services for Company or engages in conduct that demonstrates moral turpitude and that has or has the potential to have an adverse effect on the name or public image of Company.

(b) Failure to Perform. By Company, if Independent Contractor materially fails to perform any of the Services as described in Schedule 1 in a manner acceptable to Company and such material failure to perform continues uncured for five (5) days after Company delivers written notice to Independent Contractor specifically identifying the acts or omissions constituting Independent Contractor's material failure to perform.

(c) Material Breach. By either party for the other's material breach of this Agreement that continues uncured for five (5) days after the terminating party delivers a written notice specifying the grounds for termination.

(d) Termination for Convenience (i) By Company at any time upon ten (10) days' written notice, (ii) by Independent Contractor at any time upon ten (10) days written notice to Company, provided, however, Independent Contractor shall not terminate this agreement until it has completed the performance of all Services on all Exhibits unless such termination is otherwise agreed to in writing by Company.

Termination of this Agreement shall result in termination of Independent Contractor's engagement with Company. After termination of this Agreement, the applicable provisions of Sections 7 and 8 shall remain in full force and effect. In the event this Agreement is terminated by Company and/or Independent Contractor pursuant to paragraph 4(d) as a result of a cancellation of the project to which this Agreement relates, Independent Contractor shall be compensated (based upon the compensation provided in Section 5 below) for the number of hours actually worked through the date of such termination.

5. Compensation; Reporting.

(a) In consideration for the Services to be rendered hereunder, Company shall provide Independent Contractor with the compensation as may be agreed to by Company and Independent Contractor from time to time in writing on an hourly basis subject to the maximum hours set forth in the budget approved by Company.

(b) Independent Contractor shall submit to Company on no less frequently than a bi-weekly basis a report of the total number of hours worked on any given project through Company's on-line resource manager or in an excel spreadsheet as specified and provided by Company.

6. Status of Parties. Independent Contractor is contracted with and shall perform Services hereunder as an independent contractor. Independent Contractor expressly understands and agrees that this Agreement does not create an employer/employee relationship. Independent Contractor is (a) not entitled to worker's compensation benefits from Company; (b) obligated to pay federal and state income tax on any monies earned pursuant to this Agreement; and (c) responsible for payment of his or her own insurance, worker's compensation insurance, unemployment insurance, withholding taxes and similar items. Nothing in this Agreement shall be construed as creating any other relationship between Company and Independent Contractor.

7. Confidentiality; Ownership of Work Product. The relationship between Company and Independent Contractor is one of confidence and trust. The parties agree that the provisions of this Section are fair and reasonable because, as a result of their services under this Agreement, Independent Contractor will have access to confidential and proprietary information and that such information is a highly-valued asset.

(a) Confidential Information. The term "Confidential Information" means all information relating to Company that Company considers confidential and proprietary, including any business plans, financial data, confidential know-how and data, (whether patentable or not), technical or non-technical, whether written, graphic, computer-generated or orally furnished to Independent Contractor, trade secrets, customer lists, vendor lists, details of client or Independent Contractor contracts, operational methods, marketing data, or plans or strategies of Company or any subsidiary, affiliate or successor of Company and any information regarding any of Company's clients, whether provided to Independent Contractor by Company or any of Company's clients or created by Independent Contractor on behalf of Company or any of Company's clients (the "Confidential Information").

Except as provided in subsection (b), Company's designation, at the time of disclosure, of specific information as Confidential Information will be binding.

(b) Exclusions. Confidential Information does not include information that (i) is in the public domain when Company provided the information to Independent Contractor; (ii) subsequently enters the public domain through no fault of Independent Contractor; or (iii) a third-party with lawful right to disclose such information provides to Independent Contractor without restriction on disclosure.

(c) Non-disclosure. Independent Contractor agrees that he, she or it shall at no time, whether during Independent Contractor's engagement or at any time thereafter, disclose or use any Confidential Information or work product for any purpose. Without specific authorization from Company, Independent Contractor will not discuss Company Confidential Information with any third party. Upon the breach or threatened breach of this covenant, Company shall be entitled to obtain relief pursuant to Section 9 below. Independent Contractor agrees that he, she or it will not at any time (i) use or disclose any work product, materials or deliverables created by Independent Contractor pursuant to this Agreement for any purpose whatsoever, including, but not limited to, marketing Independent Contractor's services, and (ii) disclose the name of any Company clients for whom Independent Contractor provided any Services to Company pursuant to this Agreement.

(d) **Ownership.** Any Confidential Information or work product that is directly originated, developed or perfected by Independent Contractor for Company pursuant to this engagement shall be and remain the sole property of Company and shall be deemed trade secrets of Company. To the extent that any Confidential Information or work product originated, developed or perfected constitutes an original work of authorship by Independent Contractor, which is protectable by copyright, Independent Contractor acknowledges that such work is a "work made for hire" as defined by the U.S. Copyright Act (17 U.S.C. §101 *et seq.*).

8. Injunctive Relief. Upon a material breach or threatened breach of any of the provisions of Section 7 of this Agreement, Company shall be entitled to equitable relief preventing such breach and specifically enforcing that Section. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies for such breach or threatened breach. The prevailing party shall be entitled to recover its legal fees and expenses incurred in such action from the losing party.

9. Assignment of Intellectual Property Rights.

(a) Independent Contractor hereby assigns to Company (or if requested by Company, to Company's client) all of his or her intellectual property rights (including copyrights, patents, and trademarks) that may arise in connection with the Services. Independent Contractor agrees that all artwork, presentations, drawings, sketches, writings, photography, ideas, concepts, designs, text, plans, and other copyrightable material that are conceived, developed, or procured in connection with the Services, whether such materials were conceived or created by Independent Contractor individually or jointly ("Design Products"), shall belong to Company and shall be deemed works made for hire in the course of performing services. To the extent that title to any such Design Products may not, by operation of law, vest in Company, or are not considered to be works made for hire, all right, title and interest therein are, or when they come into existence, are, by this Agreement, irrevocably assigned to Company.

(b) Independent Contractor agrees to provide Company with reasonable assistance to perfect its rights and title to such Design Products, at the request and expense of Company.

10. Return of Materials at Termination. Upon the expiration of the Initial Term or Renewal Term, or the sooner termination of Independent Contractor's services hereunder as provided herein, Independent Contractor shall promptly deliver to Company any and all materials, property, documents, data and other information belonging to Company.

11. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if sent by registered mail, postage prepaid, return receipt requested, to the last business address given by Independent Contractor to Company or at such other address as shall be furnished in writing by either party to the other; such notice or communication shall be deemed to have been given as of the date so mailed.

12. Nonassignability. It is agreed that this is a personal contract and that the rights and interest of Independent Contractor hereunder may not be sold, transferred, assigned, pledged or hypothecated.

13. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by Company and Independent Contractor.

14. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

15. Governing Law. All matters arising out of or related to this Agreement, including the validity thereof, shall be construed in accordance with and are to be governed and interpreted in accordance with, the laws of the State of New Jersey, without giving effect to the principles of the conflict of laws. Any dispute under this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts of the State of New Jersey, and the parties hereto consent to the exclusive jurisdiction of such courts.

16. Review by Counsel. Independent Contractor acknowledges that he or she has had the opportunity to review this Agreement with counsel of his choice.

17. Integration. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, understandings, negotiations and other arrangements between the parties.

18. Headings. The headings of the Sections contained herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

19. Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Facsimile signatures of the undersigned parties will have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

CONNEXION360, LLC

By: _____
Name: Kate Hilgeman
Title: Director of Operations
Dated: _____

INDEPENDENT CONTRACTOR
Lumina Films

By: _____
Name: Mark Richardson
Title: President
Dated: _____

EXHIBIT 1

SERVICES SCHEDULE NO. []

TO

**MASTER INDEPENDENT CONTRACTOR ENGAGEMENT, CONFIDENTIAL
INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT**

DATED January 25, 2017

INDEPENDENT CONTRACTOR: Lumina Films

COMPANY: Connexion360, LLC

Name of Project: CO_ALL21603_12-eMotion Media (DalvanceMini-Movie)

Project Start/End Date: January 20 – April 30, 2017

Purchase Order No.: NA

Description of Services: Film Production

1. Project Authorization and description of Services. Company hereby approves and authorizes Independent Contractor to proceed with the Project described on Attachment 1, hereto, in accordance with the terms and conditions hereof and the terms and conditions of that certain Master Independent Contractor Engagement, Confidential Information And Intellectual Property Agreement by and between Independent Contractor and Company dated as of 1/25/17(“Agreement”).

2. Fees and Payment Schedule. Company shall pay the fees for Independent Contractor’s Services hereunder specified on Attachment 2, hereto.

Reimbursable Expenses include:

{EXAMPLE: out-of-pocket travel, hotel and meal expenses reasonably incurred by Independent Contractor provided that any travel is approved in advance by Company, and the expenses are incurred in accordance with Company’s reimbursement policies}

The amount of Reimbursable Expenses that VENDOR is entitled to reimbursement hereunder by Company shall not exceed **\$0.00**, absent the express written consent of Company.

This total estimated budget for Fees and Reimbursable Expenses for this Services Schedule is **\$127,000.00**. Company shall not be obligated to pay Independent Contractor in excess of this amount for any fees, Reimbursable Expenses, or other items under this Services Schedule absent the express written consent of Company authorizing such excess payment.

CO_ALL21603_12-eMotion Media

3. Document Integration. The provisions of the Agreement are hereby incorporated by reference into and made a part of this Services Schedule. This Services Schedule, together with the Agreement, and all attachments attached to and incorporated thereto, shall constitute the entire agreement of the parties with respect to the services described herein. No provision in this Services Schedule shall affect a waiver or amendment of any term or condition of the Agreement with respect to any other Services Schedule.

Company:

Independent Contractor:

Connexion360, LLC

Lumina Films

By: _____

By: _____

Name: Kate Hilgeman

Name: Mark Richardson

Title: Director of Operations

Title: President

Attachment 1 to
SERVICES SCHEDULE NO. []
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DATED January 25, 2017

Description of Project and Services.

Overall:

- Attend internal/client/IRC meetings as requested by Project Manager

eMotion Media Mini Movie with Faculty Commentary

- Create an 8-10 minute Mini Movies on ABSSSI, with responsibilities for:
 - Creation of treatment, Mission & Vision document and script with revisions as requested by Medical Director/PRC
 - Film and create rough and final cut of movie with revisions as requested by Medical Director/PRC
 - Pre-production and wrap costs
 - Shooting crew labor
 - Location and Travel Expenses
 - Prop/wardrobe/animals
 - Studio and Set construction
 - Equipment
 - Tape Stock
 - Script and Writer
 - Director
 - Insurance
 - Talent

Attachment 2 to
SERVICES SCHEDULE NO. []
TO
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DATED January 25, 2017

Fees

Freelancers need to have distinctive designations on their invoices – no duplicate invoice numbers are accepted for processing. Please ensure the following appear on your invoice.

1. Your Name & Company Name
2. Invoice Number (No duplicate numbers)
3. Project Number
4. Date
5. Description of charges

All invoices should be submitting via email to accounting@connexion360.com

Payment will be made in the form of a check.

Independent Contractor will be paid **\$127,000.00** for production services and all related responsibilities for the eMotion Media:

Fees and Schedule:

Payment schedule:

(Payments will be dependent on satisfactory completion of responsibilities according to project schedule.)

25% due on execution of this agreement

25% due on script approval

25% due two (2) weeks before 1st day of principal photography

25% due on successful completion of all project responsibilities