

## CLIENT'S MANAGEMENT AGREEMENT

This Agreement is entered on the 24<sup>th</sup> day of February 2020, by and between Dr. RICARDO ROSSELLO, ("CLIENT"); and BEE GLOBAL MEDIA LLC, through its managing member, ("MANAGER").

WHEREAS, CLIENT wishes to further develop and have adapted to, or produced through, one or more mediums or platforms (internet/TV/film/movie) CLIENT'S story primarily based or focused on events occurring prior to August 2<sup>nd</sup>, 2019, primarily those that have to do with his governorship. ("PROJECT").

WHEREAS, CLIENT wishes to obtain MANAGER'S services, and MANAGER wishes to provide its services, in connection with obtaining investors, and/or financial resources, as well as guidance and advice in the development and advancement of CLIENT'S PROJECT.


WHEREAS, MANAGER'S previous experience, access to financial resources and professional background qualifies MANAGER for obtaining financial resources, and providing advice and guidance for CLIENT'S PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration that is hereby acknowledged, the Parties agree as follows:

### I. MANAGER'S SERVICES

MANAGER shall assist and support CLIENT'S PROJECT by diligently procuring investors and/or financing sources that will facilitate CLIENT'S PROJECT, and shall provide the following services:

- A. Represent CLIENT'S PROJECT and act as CLIENT'S PROJECT'S negotiator under such terms and conditions as shall be authorized by CLIENT, and provide guidance regarding the disposition, use, employment and/or exploitation of such assets as shall be required to fulfill CLIENT'S PROJECT to CLIENT'S satisfaction;

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- B. Procure business and economic opportunities as shall be required to fulfill CLIENT'S PROJECT to CLIENT'S satisfaction, and assure the proper use and demand for CLIENT'S PROJECT, as indicated by CLIENT.
  - C. Be available at such reasonable times and places as may be required by CLIENT, to confer with CLIENT regarding all matters that may concern CLIENT'S PROJECT;
  - D. Exploit CLIENT'S PROJECT in all media, for the purposes of trade, advertising, and publicity, by use and dissemination, reproduction or publication of CLIENT'S name/trade name, photographic likeness, voice and CLIENT'S PROJECT materials, in each case, subject to CLIENT's prior approval;
  - E. Consult with CLIENT whether and how to engage, direct or discharge such entertainment, film and/or TV agencies, theatrical agents, booking agents and employment agencies, as well as other firms, persons or corporations that may be retained for securing contracts, engagements or employment involving CLIENT'S PROJECT and to represent CLIENT'S PROJECT in any dealings with any unions; and
  - F. Exercise such powers that may be granted by CLIENT to MANAGER pursuant to Paragraph IV hereof.

II. MANAGER'S RIGHTS:

MANAGER is not required to render exclusive services for CLIENT'S PROJECT or to devote MANAGER'S entire time or to assign any of MANAGER'S employees for CLIENT'S PROJECT. CLIENT shall have the right to approve, and to request replacement of, MANAGER'S employees assigned to CLIENT'S PROJECT. MANAGER shall not represent other clients that may be in competition with CLIENT'S PROJECT, or have and pursue business interests that may be similar to, or may compete with, those of CLIENT'S PROJECT. Notwithstanding, MANAGER shall be available for CLIENT'S PROJECT and if MANAGER is not sufficiently involved in CLIENT'S PROJECT, as may be reasonably determined by CLIENT, for a period of sixty (60)



consecutive days, then CLIENT may terminate this Agreement, with written notice thereof to MANAGER.

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- iii. CLIENT hereby appoints MANAGER as CLIENT'S PROJECT'S personal representative, manager and advisor during the term of this Agreement and for any renewals, in all matters and in the United States jurisdiction and worldwide. CLIENT agrees not to engage any other agent, representative or manager to render services for CLIENT'S PROJECT during the term hereof.
  - iv. CLIENT hereby appoints MANAGER for the term of this Agreement and any renewals hereof, as CLIENT'S PROJECT'S true and lawful attorney-in-fact, to generally do, execute and perform any act deemed reasonable and that ought to be done, executed and performed, of any and every nature and kind for the purpose of developing CLIENT'S PROJECT, after fully and effectively consulting with and receiving approval from CLIENT, including, and subject to the limitations set forth in this Agreement, the following:
    - A. To sign, make, execute, accept, endorse, collect and deliver any and all bills of exchange, checks and notes as CLIENT'S PROJECT'S attorney-in-fact;
    - B. To demand, sue for, collect, recover and receive goods, claims, money, interest and other items that may be due to CLIENT'S PROJECT or belong to CLIENT'S PROJECT; to make, execute and deliver receipts, releases or discharges therefore under seal or otherwise and to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that are or shall be pending in such manner and in all respects;
    - C. To approve and permit any and all publicity and advertising;
    - D. To approve and permit the use of CLIENT'S name, trade name, photographs likeness, voice, sound effect, caricature, literary, artistic and similar materials for advertising and publicity in the promotion and advertising of CLIENT'S PROJECT;
    - E. To execute for CLIENT'S PROJECT and in CLIENT'S name and behalf, any and all agreements, documents, and contracts for CLIENT'S PROJECT'S literary materials, provided that CLIENT has granted MANAGER the


written authority and confirmation to execute such agreements in each specific instance.

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- v. It is expressly agreed that the foregoing power-of-attorney is limited to matters reasonably related to CLIENT'S PROJECT.
  - vi. All business decisions and major commitments, including, but not limited to recording or filming agreements will be first approved with CLIENT and shall be executed prior to commitment of any business arrangement or contract with a third party.
  - vii. Subject to CLIENT's prior approval, MANAGER shall be entitled to retain other booking agents for booking CLIENT'S PROJECT and for acting as CLIENT'S PROJECT'S booking agent, on separate terms to be negotiated between MANAGER and agents, commensurate with terms generally offered to other booking agents in accordance with industry practices. MANAGER shall utilize such third party booking agents as MANAGER feels are reasonably required to develop and promote CLIENT'S PROJECT.
  - viii. For all services contemplated and to be provided herein, MANAGER shall be compensated in accordance with the following mutually agreed arrangements: SIXTY FIVE PERCENT (65%) of the net income for CLIENT; THIRTY FIVE PER CENT (35%) of the net income for MANAGER, up to the total net income of \$400,000 per year; and EIGHTY PERCENT (80%) of the net income for CLIENT; TWENTY PER CENT (20%) of the net income for MANAGER, for any total net income in excess of \$400,000 per year, and the Parties acknowledge that is commensurate with terms generally offered by other managers and agents and is in accordance with industry practice.
  - ix. Term - The term of this Agreement will be two (2) years from the date first set forth above, unless earlier terminated in accordance with the terms hereof. CLIENT and MANAGER may, by mutually executed written agreement, extend the term of this Agreement for two (2) additional years upon the same terms and conditions herein contained.
  - x. The term net income as used in this Agreement, refers to the total of all earnings, whether in the form of advances, royalties, interest, percentages,




share of profits, sale of merchandise, share in properties, or any other kind or type of income which is reasonably related to CLIENT'S PROJECT, that is generated either from book publishing, recorded performances, motion picture, television, radio, advertising fields, in which CLIENT'S PROJECT is developed, and are received from any person, firm or corporation for CLIENT'S PROJECT. MANAGER'S business expenses approved by CLIENT in advance shall be deducted from gross income. Among the expenses that shall be deducted from the gross income and before computing the net income, are the following:

A. Production of CLIENT'S PROJECT'S master recordings and audiovisual works.



xi. The compensation that shall be paid to MANAGER shall be disbursed from the net monthly earnings of CLIENT'S PROJECT, accruing to or received by CLIENT'S PROJECT:


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1. During the term of this Agreement;
  2. After termination of this Agreement or the expiration of the term or renewal where net monthly earnings are received from any services performed by MANAGER under CLIENT'S PROJECT during the term hereof and any renewal.

xiii. After the termination of this Agreement and continuing for a period of one (1) year thereafter, CLIENT'S PROJECT shall continue to pay MANAGER twenty five percent (25%) of the net monthly incomes, to be enforceable even in the event that CLIENT'S PROJECT forms any corporation or legal entity for exploiting CLIENT'S PROJECT.

xiv. CLIENT agrees that all persons, firms or corporations shall pay all gross monthly earnings directly to CLIENT'S designee, and MANAGER may not withhold MANAGER'S compensation or reimburse itself for any reasonable and receipted fees, costs or expenses advanced or incurred by MANAGER.

xv. CLIENT specifically agrees to authorize and direct any and all persons, firms or corporations from whom CLIENT'S PROJECT is owed any sums which are earned as gross monthly earnings under this Agreement, to


remit such sums directly to CLIENT'S designee who shall then pay Manager. If CLIENT shall receive any such sums directly or indirectly, CLIENT shall hold same in trust as to MANAGER'S share (not including MANAGER'S expenses) and shall remit the same forthwith to MANAGER.

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- xvi. Accounting Expenses – MANAGER shall be solely responsible for payment of all reasonable costs and disbursements incurred by MANAGER or by MANAGER'S employees in furthering CLIENT'S PROJECT, including, but not limited to, booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling licenses and wardrobe expenses. In the event that MANAGER advances any of the foregoing fees, costs or expenses on behalf of CLIENT'S PROJECT, or incurs any other reasonable expenses to develop CLIENT'S PROJECT, CLIENT shall not be responsible for such expenses.
- xvii. Notwithstanding the foregoing, MANAGER shall provide CLIENT all pertinent information regarding expenditures incurred, and MANAGER shall provide estimated budget projections for expenditures and revenues for each year of this Agreement and update these projections from time to time as deemed reasonable by MANAGER.
- xviii. The Parties hereto acknowledge and agree that CLIENT is the owner of all intellectual and other property rights in and to the CLIENT'S PROJECT, and that all assets, works or intellectual property developed hereunder shall belong solely and exclusively to CLIENT. MANAGER shall ensure that such a statement of CLIENT'S ownership rights is included in any contracts with third parties related to the CLIENT'S PROJECT, and that works arising under such contracts and all rights thereto belong solely and exclusively to CLIENT.


MANAGER hereby represents and warrants that (i) it has the authority and right to enter into this Agreement, and fulfill its obligations hereunder, (ii) it has obtained (or will timely obtain) all necessary approvals, consents, licenses and permissions in connection with the services referenced herein, (iii) the services referenced herein do not, and will not, infringe upon any rights of any third party, and (iv) it will comply with all applicable laws, rules and regulations.



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- XIX. MANAGER shall be responsible for, and shall indemnify fully, defend and hold harmless the CLIENT, of and from, any and all claims, demands, causes of action, liabilities or damages, including legal costs and attorneys' fees, arising out of any breach by MANAGER of any provision of this Agreement or any acts or omissions of MANAGER or any of its officers, agents, employees or subcontractors pursuant to this Agreement.
- XX. Termination – CLIENT shall be entitled to terminate this Agreement at any time upon MANAGER'S breach of any of MANAGER'S representations, covenants and warranties contained herein, or obligations hereunder, including without limitation, MANAGER'S duty to account to CLIENT.
- XXI. CLIENT shall be entitled to terminate this Agreement immediately upon bankruptcy or insolvency of MANAGER.
- XXII. In the event of any default by CLIENT on its commitments, obligations and duties hereunder, MANAGER'S obligations (but not the MANAGER'S right to compensation) shall be suspended for the duration of any such default. In the event that CLIENT for any reasons fails to fulfill any of its commitments, obligations or duties hereunder, without valid reason or excuse, then, in addition to any other rights or remedies MANAGER may have, MANAGER shall have the right, upon written notice to CLIENT at any time prior to the expiration of the term or any renewal, to terminate this Agreement as of a date thirty (30) days after CLIENT'S receipt of such written notice.
- XXIII. Assignment of Rights – The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- XXIV. Fiduciary Relationship – MANAGER agrees and understands that by virtue of this Agreement MANAGER stands in a fiduciary relationship to CLIENT and MANAGER shall be held to the highest standards of good faith and loyalty.

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- xxv. Modification of Agreement - Any additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party.
- xxvi. CLIENT agrees at all times hereunder to provide cooperation that it deems reasonable to MANAGER in the interest of promoting income and other revenue.
- xxvii. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. It is specifically understood that the Parties are acting as independent contractors.
- xxviii. Except as may otherwise be required by law, CLIENT and MANAGER agree to treat this Agreement and its terms confidentially and to not share the same, except with their respective family members, agents, attorneys and other professionals with a need to know.
- xxix. Notices - Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by email transmission if sent to the respective email address of each party as set forth in this Agreement.
- xxx. Severability - The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- xxxi. No Waiver - The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed subsequently waiving any such terms and conditions, but the same shall continue in full force and effect as if no forbearance or waiver had occurred.



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- xxxii. Governing Law – This Agreement shall be governed and enforced in accordance with the laws of the United States of America.
- xxxiii. Attorney's Fees – In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called on to pay, a reasonable amount to cover the successful party's attorney fees.
- xxxiv. Mandatory Arbitration – Any dispute under this Agreement shall be resolved by mandatory and binding arbitration, to be held before the American Arbitration Association and to take place in Washington, D.C. If the Parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third arbitrator, who shall then solely decide the case on its merit.
- xxxv. Entire Agreement – This Agreement shall constitute the entire agreement between the Parties and any verbal representation of any kind preceding the date of this Agreement shall not be valid.
- xxxvi. Counterparts – This Agreement may be executed in any number of counterparts, and each shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- xxxvii. Compliance with Laws – In performing under this Agreement, all applicable laws, regulations, orders and other rules of duly-constituted authority will be followed and complied with in all respects by both Parties.

WITNESS our signatures as of the day and date first above stated.

CLIENT:  
RICARDO ROSSELLO



(Signature of CLIENT)

MANAGER:  
BEE GLOBAL MEDIA LLC



Managing Member

Date: 02.24.2020

Date: 24-Feb.-2020