

GENERAL CONTRACT FOR SERVICES

JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM

This Contract for Services is made effective as of <u>1 April 2023</u>, by and between <u>MU BETA PHI MILITARY FRATERNITY INCORPORTATED</u> of <u>COLUMBIA</u>, <u>SC</u> and <u>JEBIDIAH BARNOUSKI: EGOBACON</u>, <u>INC-FRATRINGS.COM</u> of <u>AUSTIN</u>, In this Contract, the party who is contracting to receive services will be referred to as "<u>MU BETA PHI MILITARY FRATERNITY INC.</u>," and the party who will be providing the services will be referred to as "<u>JEBIDIAH BARNOUSKI</u>: <u>EGOBACON</u>, <u>INC-FRATRINGS.COM</u>".

1. DESCRIPTION OF SERVICES. Beginning on <u>1 April 2023</u>, will provide to MU BETA PHI MILITARY FRATERNITY INC. the following services (collectively, the "Services")

ACCESSORIES to include; Fraternity Rings, Championship Style Rings, Dark Shine Series Rings, Classic Man Rings and any future designs.

ALL ITEMS UNDER THE NAME AND FRATERNAL CREST OF MUBETA PHI MILITARY FRATERNITY INC.

\$250 VENDOR FEE (WAIVED, INITIAL AGREEMENT)

- 2. TERM. This Contract will terminate automatically on 31 March 2025.
- 3. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Mu Beta Phi Military Fraternity Incorporated, in connection with the Services will be the exclusive property of Mu Beta Phi Military Fraternity Incorporated. Upon request, Mu Beta Phi Military Fraternity Incorporated will execute all documents necessary to confirm or perfect the exclusive ownership of Mu Beta Phi Military Fraternity Inc. to the Work Product.
- 4. CONFIDENTIALITY. JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM or divulge, disclose, or communicate in any manner, any information that is proprietary to MUBETA PHI MILITARY FRATERNITY INCORPORATED. JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.



- 5. Upon termination of this Contract, will return to MUBETA PHI MILITARY FRATERNITY INCORPORATED all records, notes, documentation and other items that were used, created, or controlled by JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM during the term of this Contract.
- 6. INDEMNIFICATION. JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM agrees to indemnify and hold MUBETA PHI MILITARY FRATERNITY INCORPORATED harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM that result from the acts or omissions of theft, plagiarism, and copyright and/or legal actions taken against JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM employees, agents, or representatives.
- 7. WARRANTY. <u>JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM</u> shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in <u>MUBETA PHI MILITARY FRATERNITY INCORPORATED</u>'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to <u>JEBIDIAH</u> <u>BARNOUSKI: EGOBACON, INC-FRATRINGS.COM</u> similar projects.
- 8. NON-COMPETE. Throughout the duration of this agreement the Recipient shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM without written consent of JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM. The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed March 31, 2025 following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly engage in any business that would be considered similar in nature to within the continental United States, European Region, Southeast Asian Region, and within a 3000 mile radius. Nor shall the Recipient solicit any client, customer, officer, staff or employee for the benefit of himself/herself or a third party that is or may be engaged in a similar business.
- 9. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 45 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.



- 11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 12. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of South Carolina.
- 14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 15. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: MUBETA PHI MILITARY FRATERNITY INCORPORATED

Ву:	Print:	Gary Ammons		
	Sign:	DocuSigned by: 98C\$436FARC14F5	3 9/	
	Date:	4/13/2023		

Service Provider: <u>JEBIDIAH BARNOUSKI: EGOBACON, INC-FRATRINGS.COM</u>

By:	Print:	Jebidiah Barnouski
	Sign:	Docusigned by: Thirdial Barnowski
	•	4/11/2023