



**META <> CLIENT  
SCOPE OF WORK**

**CLIENT:** Harmony , INC. or LLC  
**ACTIVATION:** **The Stranger Party**  
**SERVICES:** Event Production  
**DELIVERABLES** As detailed in the Deliverables section below  
**TOTAL PROJECT PRICE:** \$15,000 USD

THIS STATEMENT OF WORK ("SOW") made between METAx LLC ("META") and "Client" whose legal name is set forth above (collectively the "Parties", each a "Party") shall when signed by the Parties, together with and pursuant to the General Terms and Conditions constitute a binding and enforceable agreement between the Parties (the "Agreement"). The meanings and understandings of all capitalized or bolded terms as set forth herein (and as further informed by the provisions which they may form headings to), shall be applied in defining the same terms and headings within the General Terms and Conditions, attached as an Exhibit.

**1. PROJECT BRIEF**

On Wednesday November 3, 2021, Unreality will present *The Stranger Party*, a definitively tangible "IRL" evening celebrating the leading-edge human innovators behind the flourishing NFT art and technology culture.

To be held at the Stranger, the newly opened and already infamous venue by Sleep No More and the Box team, the immersive event will be co-hosted by NFT curatorial legend Lady PheOnix and META/Unreality CEO Justin Bolognino, with talent and human curation by Restless Group.

Event partners read as a who's who of best-in-class blockchain technologies, including Harmony.One, Protocol.ai/IPFS, and SKALE, as well as Spirit sponsor Dos Dragonos, who will be pairing to Emilie Baltz's surrealistic multisensory VIP dinner for 30 of the most innovative artists and creators in the NFT space. The dinner will be followed by the premiere of the teaser from the upcoming (N)ever (F)orget (T)his by Circle Studios, featuring NFT artists like Shantel Martin, Thank You X, Luna Ikuta, Sinzi and more.

Intimate performances and readings by the muses at the Poetry Brothel and a live performance by TBA musical artists will score the evening. The intent of the event is to set aside the screens for a night, and focus on the human connections we've so badly missed over the past 20 months.

## 2. OBJECTIVES

- Highlight Harmony's role as Sponsor of the Multisensory Meal with Emily Baltz
- Highlight Harmony's role as a leading-edge technology in the blockchain space
- Align Harmony with preeminent creative talent in the space
- Generate buzz and press around the Stranger Party
- Launch with an event that is primarily human-centered
  - Focus on bringing together the most elite artists, blockchain, fashion, music, and athletic talent for direct human connection and interaction
- Differentiate our event for its lack of LED screen-gazing highlight the human connection goal

## 3. DELIVERABLES

### META:

- Co-Hosted by Lady Ph0enix + Justin Bologninoi
- Curated in partnership with Restless Group + Multiplied
- Event Production Direction, Management, Logistics
- VVIP Multisensory Meal Experience by Emilie Baltz for 30 people
  - 6 Seats minimum for Harmony
  - Open Sponsor Bar
- VIP invite-only event for 400+ People
  - Harmony guaranteed at least 50 guests in the door
- Press Relations + Official Release
- RSVP Website with logo placement, info and links
- Talent + Attendee Curation
- Live Performance(s)
- Live Music Performance(s)
- Provide all production support crew

### CLIENT:

- Payment of the Total Project Price, and agreed Fees and Overages
- COI certificates as needed
- Provide single point of contact to streamline communications between META and other entities
- Full insurance that lasts the lifespan of the activation

## 4. EVENT TIMING

Confidential & Proprietary Information | © <sup>TM SM</sup> 2016 METAx LLC | <http://meta.is> |  
All Applicable Rights, Including Trade Secrets and Business Knowledge Reserved By METAx LLC



7p - 8p // Open Cocktail Hour with Spirit Sponsor  
 8p - 9:30p // Multisensory Dinner for 30 by Emilie Baltz  
 9:30p // (N)ever (F)orget (T)his Teaser Screening  
 10p // Doors for Afterparty  
 11p // Special Musical Performance / Poetry Brothel  
 1am // Wrap

**5. PROJECT PRICE**

TOTAL PROJECT PRICE: **\$15,000 USD**

ADDITIONAL CHARGES

- **Any additional and/or unforeseen costs, expense or charges not specifically and expressly set forth herein (including without limitation, any change requests to Services or Deliverables within the SOW, which META must approve in writing prior), shall be above and beyond the Total Project Price, and the full responsibility of Client.**

PAYMENT SCHEDULE

- 100% Payment Due by Monday, October 25, 2021
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TOTAL PROJECT PRICE ASSUMPTIONS

- The Total Project Price and related budgeting assumes a non-union install
- The Total Project Price and related budgeting does not include day to day operation after installation
- Total Project Price and related budgeting does not include additional marketing, social, promotional and/or PR spends.
- Total Project Price and related budgeting does not include any costs associated with traditional construction or development of architectural space for power, wiring, painting touch-ups, etc.
- Total Project Price and related budgeting does not include any additional costs, expenses, charges, liabilities not specifically and expressly set forth within this SOW.

*All payments made to The METAx LLC.*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below their name, acknowledging their intent to agree and be bound the terms and conditions set forth herein.

AGREED TO AND ACCEPTED:  
ACCEPTED:  
METAx LLC

AGREED TO AND

**CLIENT FULL 'LEGAL NAME' HERE**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME/TITLE

\_\_\_\_\_  
PRINT NAME/TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



META EXHIBIT: **GENERAL TERMS & CONDITIONS:**

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These General Terms & Conditions along with the various terms and conditions set forth in the fully executed Scope of Work shall constitute the binding and enforceable Agreement between the Parties. All capitalized terms herein shall have those meanings ascribed to them in the SOW, unless separately defined herein.

In consideration of the mutual promises and agreements made by the Parties within this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby agreed and acknowledged by the Parties, the Parties hereby agree as follows:

1. Engagement of Services.

Conditioned on payment by Client to META of the Total Project Price, META hereby agrees to render the Services and/or furnish the services of xDirector, on a solely non-exclusive basis as expressly and specifically detailed in the SOW, and deliver the Deliverables set forth under META in the SOW; in connection with the Activation.

2. Total Project Price: Client hereby agrees to pay META the Total Project Price as set forth in the SOW, pursuant to and upon the applicable terms and time schedule set forth therein, and the Agreement generally. Specific changes or updates to the Services or Deliverables set forth in SOW may only be made by mutual agreement by the Parties in writing (including via email).

3. Term. The term of this Agreement will commence on the date of full execution by the Parties and continue through the completion of the Services as specifically detailed in the SOW. If Client fails to make those payments for Services within the time frames set forth in the SOW, Client will be deemed to have materially breached this Agreement, and META may have the right to terminate the Agreement immediately and automatically, upon written notice via email to Client with no further obligation or liability whatsoever to Client, provided Client does not cure the breach within seven (7) days of the date of said notice or it is META's business judgment as set forth in said notice that Client is unable to cure the breach. Any section which would be reasonably construed to survive, will survive termination of this Agreement (including without limitation Paragraph 3, 4, 5, 6, 7 and 8 below).

4. Intellectual Property.

a. All intellectual property or proprietary rights in and to any owned, created, authored and/or developed works, designs, expressions, creative, product, technology or trademark based materials as well as all physical parts and/or elements of all equipment and/or structures or built portions, involved in the Services and/or the Activation, in whole or part (including without limitation associated technology, software, code, applets, programming or artistic, photo, film, motion picture and/or audio-visual elements, designs, artwork or renderings; any brand and/or logo rights; or any rights or interests in to and to all related, ancillary and/or derived copyrights, trademarks, service-marks, trade-secrets, patents or patent pending registrations) ("Materials") shall be and remain the sole and exclusive property of META (or as applicable, xDirector or those parties with whom META has contracted therefor or therewith), in perpetuity, in the same manner as owned, operated and/or protected by META prior to entry into the professional relationship between the Parties here as evidenced by this Agreement. Accordingly, no Party shall acquire, transfer assign, grant or convey to or from the other Party hereunder, any rights in or to any of the Materials or such intellectual property or any related ancillary or derived rights of a Party solely as a consequence of the integration or combined use of such other Party's intellectual property, or by operation of the professional relationship of the Parties or otherwise by this Agreement. Without limitation, either Party's use of intellectual property owned by the other Party, and any good will associated therewith, will inure solely to the benefit of the intellectual property owner. All Materials shall be returned to the Party owner within ten (10) days of the earlier of the date upon which the Event ends or material Services are completed.

b. META is hereby authorized by Client to use Client's name and logo solely in connection with the showcasing META's work in relationship to the Activation and/or the Services, in related promo, sales, business development and case study type materials, and to capture via audio-video means elements of the Activation and the Services for such purposes. Accordingly Client will grant to META and its contractors a worldwide, non-exclusive, irrevocable and royalty-free license of the same, solely for such purposes, without any additional payment.

5. Confidentiality. The Party who is the recipient of Confidential Information from the other Party will not disclose it, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Further, either Party may make certain limited disclosures of Confidential Information to effectuate the purposes of this Agreement, provided, any such disclosures are made subject to binding confidentiality obligations. The Party recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The Party recipient may also disclose Confidential Information when required by law after giving reasonable notice to the disclosure if allowed by

law. "Confidential Information" means information that one Party or an affiliate discloses to the other Party under this Agreement (including without limitation all dealings and negotiation between the Parties, and all related and relevant terms and conditions of this Agreement), or that is marked as confidential or would normally be considered confidential information under the circumstances, and excludes information that the recipient already knew, that becomes public through no fault of the recipient, or that was lawfully given to the recipient by a third party.

6. Deliverable Liability. META assumes only liability associated with actual Services and deliverables specifically contracted for hereunder and directly rendered by META only in connection with the Activation.

7. Representations and Warranties.

a. Each Party represents and warrants to the other Party that it has the power and authority to enter into this Agreement and to perform all of its obligations and grant all rights provided hereunder, and that neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will violate any other agreement to which it is a party, any federal, state, or local laws or regulations including copyright, trademark, and patent laws to which it is subject or any right of any third party.

b. Each Party will at all times indemnify and hold harmless the other Party from and against any and all third claims and alleged claims, damages, liabilities, costs and expenses, including reasonable outside documented legal expenses, arising out of any breach by such Party of any warranty, representation, or covenant made by such Party in this Agreement, provided reduced to a adverse judgment by court of competent jurisdiction or settled with prior written consent of the Part indemnified, not to be unreasonably withheld, delayed, or conditioned.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL META BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OR USE, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL META BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT GREATER THAN THE AMOUNTS PAID BY Client HEREUNDER OR THE LOWEST AMOUNT PERMITTED BY LAW, WHICHEVER IS MORE. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS OF LIABILITY WILL NOT APPLY TO: (A) A BREACH OF CONFIDENTIALITY (B) A CLAIM FOR INDEMNIFICATION, OR (C) INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY BASED RIGHTS.

9. Miscellaneous. All notices will be in writing to the address of the Party to be noticed set forth above (as updated from time to time). Notice may be emailed, served by personal delivery or a nationally recognized mail courier (i.e. Fed-Ex, UPS or



DHL) all charges prepaid. Notices will be deemed given when personally delivered or received via the mail or email. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for any purpose whatsoever. Nothing in this Agreement will be construed or deemed to constitute or create a joint venture, partnership, business entity of any kind. This Agreement may not be assigned by META or Client in whole or part and any attempt to do so will be null and void, unless to an assignee of all or a part of META's or Client's equity or assets, or is a parent or subsidiary of META or Client or is otherwise a part of a merger or acquisition, provided that said assignee assumes all applicable obligations hereunder. If any part of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will be unimpaired. At any time during or within one (1) year of expiration of the Term, Client will not seek to bypass, compete, avoid or circumvent META from any business opportunity involving the Services, the Parties, the Event and/or any related parties, talent, individuals, companies introduced, engaged and/or employed by or for any of the same. Any and all collaboration, engagement and/or hire of META independent contractors, talent and/or employees, will be negotiated solely through and by way of META. No amendment, modification, or waiver to this Agreement will be binding upon the Parties unless made in writing and duly signed by both Parties. This Agreement together with the related SOW and General Terms and Conditions, when fully executed by the Parties, constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, discussions, writings, representations, terms and/or promises, written or oral with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of New York (legal action to be brought exclusively in New York, New York) without regard to the conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument.