

VOLUNTEER AGREEMENT

This VOLUNTEER AGREEMENT (the "Agreement") is made effective as of February 12, 2015 (the "Effective Date") by and between 180 YOUR GRIEF, INC. (the "Charity"), a Georgia nonprofit corporation having its principal place of business in Marietta, Georgia, and MISHAEL POREMBSKI (the "Volunteer") concerning the subject matter hereof, whether oral or written, by and between the Charity and the Volunteer.

BACKGROUND

The Volunteer wishes to Volunteer her services to the Charity and the wishes to receive volunteer services from the Volunteer on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Volunteer: The Volunteer agrees to volunteer her services to the Charity as President and CEO of the Charity without pay in accordance with the provisions of this Agreement. The Volunteer agrees that her services are entirely voluntary, with no coercion by the Charity, no promise of advancement, no penalty for not volunteering and no requirements regarding the amount of time that Volunteer spends volunteering her time to the Charity. In the performance of the Volunteer's services under this Agreement, the Volunteer shall serve at the direction of the Board of Directors of the Charity.

2. Term: The term of this Agreement shall commence on the Effective Date and shall be terminable by either Party, with or without cause, at any time upon written notice to the other Party.

3. Expenses: The Volunteer may at times incur reasonable and necessary expenses for the benefit of the Charity, including expenses of travel, entertainment and other similar expenses. The Charity shall pay or reimburse the Volunteer for reasonable business expenses incurred by the Volunteer which are directly related to the performance of the Volunteer's services, subject to the maintenance by the Volunteer of appropriate documentation to substantiate such expenses. Any such expenses shall be accounted for on a monthly basis as well as reviewed and approved by an authorized officer or the Board of Directors of the Charity on at least a quarterly basis.

4. Confidential Information: The Volunteer recognizes that, because of the nature of the Charity's activities, the Volunteer will, over the course of her service, obtain, create and/or be given access to certain (1) valuable proprietary, confidential information, which is developed, compiled, maintained or utilized by the Charity in its business and is not otherwise available from any other sources and (2) information of a sensitive, personal nature regarding clients of the Charity (all such confidential information referred to hereinafter as "Confidential Information"). The Volunteer shall at no time, while providing services under this Agreement or for two (2)

years thereafter, disclose any item of Confidential Information to any third party or use any Confidential Information for her own benefit or for the benefit of any third party, without the prior written consent of the Board of Directors of the Charity.

5. Noninterference/Noncompetition:

(a) Noninterference. The Volunteer agrees that during the term of this Agreement that Volunteer will not, directly or indirectly, for herself or on behalf of any third party, at any time or in any manner solicit, entice, persuade, induce, request or otherwise cause any employee, volunteer, officer, or agent of the Charity to refrain from rendering services to the Charity or to terminate his or her relationship, contractual or otherwise, with the Charity. The restriction set forth in this Section 5(a) shall apply only to employees, volunteers, officers or agents of the Charity with whom the Volunteer had material business contact during the Volunteer's dealings with the Charity.

(b) Noncompetition. The Volunteer agrees that during the term of this Agreement she will not perform any job duties or services substantially similar to those which the Volunteer performed for the Charity on behalf of any business entity engaged in similar charity services provided by the Charity.

(c) Severability. If any term or provision of this Section 5 shall be determined by a court of competent jurisdiction to be unenforceable because of the scope or duration thereof or the geographic area included therein, the parties hereto expressly agree that the court making such determination shall have the power to reduce the scope and duration and restrict the geographic area of such term or provision in such manner as the court shall deem necessary in order to permit maximum enforcement of such term or provision.

6. No Work-for-Hire:

(a) In discharge of duties pursuant to this Agreement, the Charity and Volunteer expect that Volunteer will exert substantial effort to develop and record or otherwise fix in tangible form original material of a charitable beneficial theme, that may or may not be registered or subject to copyright, including but not limited to writings, orations, personal discourses and other performances in print, audio, audiovisual or other form ("Works"). Further, in providing volunteer services pursuant to this Agreement, the Charity and Volunteer expect that Volunteer will exploit Volunteer's existing reputation and goodwill and supporters of the Charity's activities, as well as to further contribute, enlarge and build upon such reputation and goodwill as a figure worthy of public support and acclaim. Volunteer shall be and shall remain the owner of any Works or other intellectual property that Volunteer has authored prior to entry into this Agreement or that Volunteer shall develop during the term of this Agreement.

(b) Charity and the Volunteer agree that under the terms of this Agreement, such Works and all rights pertaining to them are entirely the property of the Volunteer, her successors and assigns, absolutely and forever, for any and all copyright terms and extension and renewal terms of copyright whether now known or hereafter created throughout the world, and for all uses and purposes whatsoever and free from the payment of any royalty or compensation whatsoever, and credit may be given for said arrangements to the Volunteer in whole or part, or

not at all, at the sole discretion of the Volunteer; and further that the Works are not, and shall not be considered to be Works made for hire, as that term is defined by the U.S. Copyright Act, and the Charity will execute any additional documents needed to fully carry out the intent of this Agreement that the Works shall not be works made for hire, but instead shall be the sole intellectual property of the Volunteer.

7. Intellectual Property: Volunteer hereby provides the Charity a revocable, nonexclusive right and license to use the Works identified on **Exhibit A** hereto and the Writer's name and likeness in connection with the the Charity's activities including: promoting the sale or distribution of works of a charitable nature; promoting, sponsoring or presenting meetings, services and appearances of a charitable or social nature; advancing beneficial social views; promoting and effecting sales of goods or services resulting in monetary return to the Charity; and in soliciting contributions of funds to be used by the Charity, with or without restrictions concerning use of such funds for ongoing operations or for furthering charitable objectives of the Charity or for supporting similar efforts of other entities. Volunteer, in her exclusive right, may amend Exhibit A from time to time.

8. Equitable Remedies: The Volunteer acknowledges that compliance with the covenants in Sections 4 and 5 of this Agreement is necessary to protect the good will and other proprietary interests of the Charity and that, in the event of any violation by the Volunteer of the provisions of Section 4 or 5 of this Agreement, the Charity will sustain serious, irreparable, and substantial harm to its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, the Volunteer agrees that, in the event of such violation or threatened violation by the Volunteer, the Charity shall be entitled to preliminary and permanent injunctive relief from any court of competent jurisdiction as a matter of course and upon the posting of not more than a nominal bond in addition to all such other legal and equitable remedies as may be available to the Charity. If the Volunteer violates the covenant(s) in Section 4 or 5 of this Agreement, and the Charity brings a legal or equitable action, the Charity shall have the benefit of the full period of the covenant(s). The rights and remedies of the Charity as provided in this Section 8 shall be cumulative and concurrent and may be pursued separately, successively or together at the sole discretion of the Charity. The failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof.

9. Severability: If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provisions shall be deemed to be modified or restricted in a manner necessary to render the same, to the maximum extent, valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

10. Successors: This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto, but in no event may the Volunteer assign or delegate to any other party her rights, duties or obligations under this Agreement. This Agreement may be assignable by the Charity to any person or entity which may become a successor in interest to the Charity in the business or a portion of the business presently operated by it.

11. Amendments: This Agreement may not be amended, supplemented, or modified except by a written document signed by an authorized officer of the Charity and by the Volunteer and approved by the Board of Directors of the Charity.

12. Non-Waiver: No claim or right arising out of a breach or default under this Agreement can be discharged in whole or in part by a waiver of that claim or right unless the waiver is supported by consideration and is in writing and executed by the aggrieved party hereto. A waiver of a breach or default of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

13. Notices: Any notices required or permitted to be given under this Agreement shall be in writing and may be delivered by hand or placed in the United States certified mail or overnight mail, addressed to the party entitled to receive said notice.

14. Governing Law: Except as otherwise provided herein, this Agreement shall be governed by and all questions relating to its validity, interpretation, enforcement and performance (including, without limitation, provisions concerning limitations of actions) shall be construed in accordance with the laws of the State of Georgia. This Agreement shall be construed without the aid of any canon, custom or rule of law required in construction against the draftsman.

15. Entire Agreement: This Agreement contains the entire agreement of the parties and no promises or representations were made or relied upon by either party other than those expressly set forth herein and therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Mishael Porembski

180 YOUR GRIEF, INC.

By: _____
Name: Christina Loud
Title: Board Member