



315 MADISON AVENUE, SUITE 901, NEW YORK, N.Y. 10017

"LETTER OF INTENT"

MAY 25, 2013

UrbanAdserve, LLC., is delighted to submit this Letter of Intent to **House of Ming Productions** to Ms. Dominga Martin for the following services in support of the feature film distribution for **"My First Loves"**. The scope of work includes but not limited to the following areas of expertise:

- **Digital Advertising & Analytics**
- **Digital Media Planning & Buying**
- **Digital Marketing & Strategy Consultant**

Specific project dates TBA for 2013 / 2104.

Responsibilities are as follows:

Development and Implementation

- Consultant on the development and implementation of digital strategy for **"My First Loves"**.
- Will serve as a consultant on identifying digital media partners for **"My First Loves"**.
- For any secured sponsorships on behalf of **"My First Loves"**, **UrbanAdserve** will receive a commission of 15% of all direct cash sponsorships.
- Participate in shaping the vision and development of **"My First Loves"** website.
- **House of Ming Productions** will utilize expertise and industry knowledge of **UrbanAdserve** to bring the most current technology and use of social networks to reach the target demographics for this project.
- Will participate in the following:
 - Overall marketing and strategy meetings for Public Relations, Social Media and any related Promotion and Marketing activities impacted by digital integrations.



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Financials:

The project fee is **\$7,500.00** excluding media buying fees payable in 4 equal installments beginning Date TBA 2013 through Date TBA 2014. The first payment of \$1875.00 is scheduled for Date TBA 2013 or upon execution of this contract from **"My First Loves"**.

Subsequent payment dates are:

Payment #2 TBA

Payment #3 TBA

Payment #4 TBA

The services rendered by **UrbanAdserve** hereunder shall be rendered as an independent contractor. **House of Ming Productions** is not responsible for remitting all federal, state, local and any other applicable tax. Nothing contained herein shall constitute a partnership or joint venture by **UrbanAdserve** and **House of Ming Productions**.

Either party may terminate this Agreement for any reason by providing the other party with not less than 10 days written notice. In addition, either party may terminate this Agreement upon five days written notice to the other party in the event of a material breach of this Agreement, if such breach is not corrected by the other party within the five day period.

Thank you very much.

Dominga Martin

President

House of Ming Productions

Business Address_____

Business Address_____

Pamela Pickens

Chief Intelligence Officer

UrbanAdserve, LLC.

315 Madison Ave, Suite 901

New York, NY 10017