

BOARD MEMBER AGREEMENT

This Agreement is made effective as of May 16, 2023, by and between Enlightening Animals Resource Center Inc, of 695 Buck Road, Stone Ridge, New York 12484, and David Reyes, of _____,

In this Agreement, the party who is contracting to receive services shall be referred to as "Enlightening Animals", and the party who will be providing the services shall be referred to as "David Reyes".

David Reyes has a background in Business, Technology, Social Media, Recruitment, and General Marketing skills, and is willing to provide services to Enlightening Animals based on this background.

Enlightening Animals desires to have services provided by David Reyes.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on May 16, 2023, David Reyes will provide the following services (collectively, the "Services"):

Elected as a Board Member with title Director of Technology and Social Media. Will develop, advise and maintain website and social media presence for the organization. Aid in developing fundraising campaign content as well as other web and social media content related to the operations and marketing related to the organizations missions.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by David Reyes shall be determined by David Reyes. Enlightening Animals will rely on David Reyes to work as many hours as may be reasonably necessary to fulfill David Reyes's obligations under this Agreement.

3. EXPENSE REIMBURSEMENT. David Reyes shall be entitled to reimbursement from Enlightening Animals for certain "out-of-pocket" expenses deemed appropriate by the board. Some possible reimbursement may be for travel, Postage, Copying, web development or social media fees incurred related to the organizations mission.

4. Shareholder Status. This Agreement is a voluntary position on the board of directors and no shares of the organizations assets are involved.

5. TERM/TERMINATION. This Agreement may be terminated by either party upon 60 days' written notice to the other party.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that David Reyes is an independent member with respect to Enlightening Animals, and not an employee of Enlightening Animals. Enlightening Animals will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of David Reyes.

7. DISCLOSURE. David Reyes is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Enlightening Animals. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- any activity that David Reyes may be involved with on behalf of Enlightening Animals

8. INDEMNIFICATION. David Reyes agrees to indemnify and hold harmless Enlightening Animals from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Enlightening Animals that result from the acts or omissions of David Reyes, David Reyes's employees, if any, and David Reyes's agents. Enlightening Animals agrees to indemnify and hold harmless David Reyes from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against David Reyes that result from the acts or omissions of Enlightening Animals, Enlightening Animals's employees, if any, and Enlightening Animals's agents.

9. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Consultant's Intellectual Property. David Reyes does not personally hold any interest in any Intellectual Property.

Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by David Reyes (or David Reyes's employees, if any) during the term of this Agreement shall be the property of Enlightening Animals. David Reyes shall sign all documents necessary to perfect the rights of Enlightening Animals in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, David Reyes shall sign all documents necessary to assign the rights to such Intellectual Property to Enlightening Animals. David Reyes agrees to assign to Enlightening Animals, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, developed within the scope of this agreement, for Enlightening Animals, whether or not patentable. In the event any Intellectual Property shall be deemed by Enlightening Animals to be patentable or otherwise registrable, David Reyes shall assist Enlightening Animals (at Enlightening Animals's expense) in obtaining letters patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at Enlightening Animals's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest Enlightening Animals, or any Affiliated Company specified by the Board, with full title thereto.

10. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Enlightening Animals are the property of Enlightening Animals.

11. CONFIDENTIALITY. Enlightening Animals recognizes that David Reyes has and will have the following information:

prices, costs, discounts, future plans, business affairs, process information, trade secrets, technical information, usernames and passcodes, customer list, copyrights, funding sources and donors information and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Enlightening Animals Resource Center Inc and need to be protected from improper disclosure. In consideration for the disclosure of the Information, David Reyes agrees that David Reyes will not at any time or in any manner, either directly or indirectly, use any Information for David Reyes's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Enlightening Animals. David Reyes will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local

Government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. RETURN OF RECORDS. Upon termination of this Agreement, David Reyes shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in David Reyes's possession or under David Reyes's control and that are Enlightening Animals's property or relate to Enlightening Animals's business.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Enlightening Animals:

Enlightening Animals Resource Center Inc
Anthony Gaudioso
President
695 Buck Road
Stone Ridge, New York 12484

IF for David Reyes:

David Reyes

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.

20. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

21. ASSIGNMENT. David Reyes agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Enlightening Animals. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Enlightening Animals with, or its merger into, any other corporation, or the sale by Enlightening Animals of all or substantially all of its properties or assets, or the assignment by Enlightening Animals of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

22. SIGNATORIES. This Agreement shall be signed on behalf of Enlightening Animals by Anthony Gaudioso, President and on behalf of David Reyes by David Reyes, Member and effective as of the date first above written.

Party receiving services:
Enlightening Animals Resource Center Inc

By: Anthony Gaudioso

Date: 05/16/2023

Anthony Gaudioso
President

Party providing services:
David Reyes

By: David Reyes

Date: 05/26/2023

David Reyes
Member