

CONSULTING AGREEMENT BETWEEN ANDREW BELLAY AND _____ CLIENT _____

This Consulting Agreement ("Agreement") is made as of ____MONTH WRITTEN OUT____
____DAY____, ____YEAR____ ("Effective Date"), by and between ANDREW BELLAY, a
freelance Consultant having principal business address at
____CONSULTANT_ADDRESS____ ("Consultant"), and ____CLIENT_NAME____, a
____Company_OR_Individual____, having principal business address at
____CLIENT_ADDRESS____ ("Client").

Client desires to have Consultant perform consulting services for Client as "work for hire" and Consultant desires to perform such services for Client, subject to and in accordance with the terms and conditions of this Agreement. For the purposes of this Agreement, "Written Notice" includes but is not limited to any written communication between the Consultant and Client via email.

1. SERVICES, PAYMENT, AND BILLING.

1.1 Performance of Services. Consultant will perform consulting services (described in detail in Exhibit A, Statement of Work) and Client will pay Consultant fees in exchange for consulting services in accordance with the terms and conditions of this Agreement. Consulting Services which may be billed to Client at Consultant's hourly rate (collectively referred to as "Services") include, but are not limited to, research, architecture, development, and creation of Innovations or Design Material (Section 2.1), time spent researching, interfacing with, or using relevant third-party tools and services (e.g. github.com, Apple app submission process and account management, Facebook API...etc), any communications or meetings with Client, travel time to meet with client, and any communications with third-parties being considered for or actively hired for outsourced work by Consultant. All Services will be performed remotely.

1.2 Payment of Hourly Consulting Fees. Unless otherwise stated in Exhibit A, Contractor will submit a weekly invoice to Client for completed services and expenses. Client will pay the full amount of the invoice within seven (7) days. In the event that an invoice is not paid in full within seven (7) days of invoicing, Client agrees to pay a late surcharge of \$1,000.00 plus compounded interest of 1.5% per day on the delinquent amount. Client further agrees to pay \$250 for each dishonored transfer of funds, including but not limited to bank checks and wire transfers.

1.3 Payment of Additional Expenses. Client will reimburse Consultant for expenses, approved by Client in advance and in writing, incurred by Consultant in connection with performing Services including but not limited to the purchase of graphics, Apple Developer Accounts, advertising, service providers, web hosting, domain registration, third-part consulting...etc.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

2.1 Definition of Innovations. Consultant agrees that all inventions and products created by Consultant or outsourced third-party while billing Client ("Innovations"), including all interim material used such as design notes, drawings, code, or pseudo-code ("Design Material") are the sole property of the Client. The Consultant agrees to disclose all Innovations and Design Material in writing. Client agrees that all Innovations and Design Material Consultant creates while not billing Client are not the property of Client and may be the sole property of Consultant or a third party. Consultant has no obligation to disclose any Innovations and Design Material created by Consultant while not billing Client.

2.2 Ownership of Innovations. Consultant and Client agree that, to the fullest extent legally possible, all Innovations will be works made for hire and owned exclusively by Client. Consultant hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, all right, title and interest in and to the Innovations, including

all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein.

2.3 Third-Party Innovations. Any Third-Party Innovations, including but not limited to open-source code (like JSON and OAuth libraries), publicly or privately published API's and SDKs (e.g. Apple iOS SDK, Facebook SDK) are owned by their respective parties.

2.4 Third-Party Intellectual Property Rights. Consultant will receive written approval from Client before sub-contracting any work in Exhibit A. Consultant will assure that any agreement between Consultant and a sub-contracted Third-party hired to complete Services for Client will explicitly and irrevocably transfer and assign to Client all Intellectual Property Rights to the fullest extent legally possible. Consultant agrees to replace or reproduce any Intellectual Property Rights not transferred and assigned to Client at Consultant's expense, limited to \$5,000.

2.5 No Limits on Future Work. This Agreement in no way limits future work (whether related to the Services performed in accordance with the terms and conditions of this Agreement or not) that the Consultant may perform as an individual, by contract for or under the employment of a third-party, or by any other means.

2.6 Consultant Portfolio. Unless otherwise stated in Exhibit A, Consultant has the right to retain a copy of all Innovations and Design Material for records, backups, and as part of a portfolio of work ("Portfolio").

3. COMPLETION, EXPIRATION, AND TERMINATION.

3.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Consultant is performing Services pursuant to Exhibit A.

3.2 Termination for Breach. Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within five (5) days following Written Notice thereof from the non-breaching party.

3.3 Termination for Convenience. Either party may terminate this Agreement for reasons outside of a breach of contract by Written Notice to the non-terminating party.

3.4 Effect of Termination.

(i) Upon the expiration or any termination of this Agreement for any reason, Consultant will promptly deliver to Client all completed Innovations, including all work in progress on any Innovations, Design Material, and all versions and portions thereof.

(ii) Upon the expiration or any termination of this Agreement for any reason, Consultant will promptly notify Client of all Confidential Information (defined below) in Consultant's possession or control and will promptly deliver all such Confidential Information to Client except as explicitly stated elsewhere in this Agreement.

(iii) Upon the expiration or any termination of this Agreement for any reason, Consultant will provide Client with a final Invoice that is to be paid by Client within 7 days of receipt.

3.5 Survival. All provisions of this contract survive termination in reference to work done previous to termination.

4. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters contemplated hereby and any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

5. INDEPENDENT CONTRACTOR. Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

6. CONFIDENTIALITY. For purposes of this Agreement, "Confidential Information" means and will include: (i) any information, materials or knowledge regarding Company and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Consultant or to which Consultant has access in connection with performing Services; (ii) the Innovations and Design Materials; and (iii) the existence and terms and conditions of this Agreement. Confidential Information will not include any information that: (i) was lawfully in the possession of the Consultant before receiving it from the Client; (ii) is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party; (iii) is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or (iv) is independently developed by the Consultant without use of the disclosed Confidential Information. Consultant agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to others. Consultant further agrees to take all action reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

7. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

CONSULTANT:

By: _____
Name: ANDREW BELLAY
Title: CONSULTANT
Email: _____CONSULTANT_EMAIL_____
Address: _____CONSULTANT_ADDRESS_____
Phone: _____CONSULTANT_PHONE_____

CLIENT:

By: _____
Name: _____CLIENT_NAME_____
Title: _____CLIENT_TITLE_____
Email: _____CLIENT_EMAIL_____
Address: _____CLIENT_ADDRESS_____
Phone: _____CLIENT_PHONE_____

EXHIBIT A - STATEMENT OF WORK

This Statement of Work is issued under and subject to all of the terms and conditions of the Consulting Agreement dated as of MONTH WRITTEN OUT DAY , YEAR by and between ANDREW BELLAY ("Consultant") and CLIENT ("Client").

1. DESCRIPTION OF SERVICES.

1.1 iOS Application Implementation.

2. PAYMENT TERMS. Consultant will only be available to perform services for Client starting on the "Start Date" and ending on the "End Date" specified below. Consultant may only invoice Client for services performed during this time period. Consultant will receive the "Deposit" specified below from Client before beginning work. Client agrees to pay Consultant the "Hourly Consulting Rate" specified below multiplied by the number of hours actually worked, less the Deposit within seven (7) days of Invoice. The amount invoiced for this period will not exceed the "Maximum Consulting Fee" specified below without written consent from Client.

Start Date:	<u> </u> START DATE <u> </u>
End Date:	<u> </u> END DATE <u> </u>
Deposit:	\$ <u> </u> DEPOSIT <u> </u>
Hourly Consulting Rate:	\$ <u> </u> RATE <u> </u> /hr
Maximum Consulting Fee:	\$ <u> </u> MAXIMUM FEE <u> </u>

3. OTHER TERMS.

 INSERT ANY ADDITIONAL TERMS OR DELETE THIS SECTION IF UNUSED

AGREED AS OF MONTH WRITTEN OUT DAY , YEAR

CONSULTANT:

By: _____
Name: ANDREW BELLAY
Title: CONSULTANT

CLIENT:

By: _____
Name: CLIENT NAME
Title: CLIENT TITLE