WORK & NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as_____("Effective Date"), by and between Jifcast ("the Disclosing Party"), a Michigan Corporation and _____, ("the Recipient"), of_____ _____ (collectively, "the Parties").

Purpose for Disclosure ("Business Purpose"):
development in MERN stack on various tasks
_____

The Parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.

2. All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof. **In addition, recipient agrees NOT to share, upload, add entire or portions of code on any public repos or server including but not limited to Github, Bitbucket or any other public servers. Recipient also agrees NOT to share API or other security keys with any third-party**

3. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

4.   The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

5. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the Michigan. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

7. **Ownership of Work Product. Recipient acknowledge that during the term of contract or employment, Recipient may conceive of, discover, invent or create inventions, improvements, new contributions, literary property, material, ideas and discoveries, whether patentable or copyrightable or not (all of the foregoing being collectively referred to herein as "Work Product"), and that various business opportunities shall be presented to Recipient by reason of their employment by the Disclosing Party. Recipient acknowledge that all of the foregoing shall be owned by and belong exclusively to the Disclosing Party and that Recipient shall have no personal interest therein, provided that they are either related in any manner to the business (commercial or experimental) of the Disclosing Party, or are, in the case of Work Product, conceived or made on the disclosing Party's time or with the use of the disclosing Party's facilities or materials, or, in the case of business opportunities, are presented to Recipient for the possible interest or participation of the disclosing Party. Recipient shall (i) promptly disclose any such Work Product and business opportunities to the disclosing Party; (ii) assign to the disclosing Party, upon without additional compensation, the entire rights to such Work Product and business opportunities; (iii) sign all papers necessary to carry out the foregoing; and (iv) give testimony in support of inventorship or creation in any appropriate case. Recipient agree that they will not assert any rights to any Work Product or business opportunity as having been made or acquired by Recipient prior to the date of this Agreement, if any, disclosed to and acknowledged by the disclosing Party in writing prior to the date hereof.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

By:_____   By:_____
Name:_____   Name:_____
Title: _____   Title: _____

DISCLOSER   RECIPIENT

WORK TERMS

*Minimum _ hours per day - 6 days a week (weekend you can choose between Sunday or Saturday)
Meeting sprint or deadline may require longer hours.

*Salary $____ per month

*Choose work time slot between 1pm - 1am Rio Brazil time. Same time slot every day.

*Payment every 2 weeks via PayPal or Payoneer

*Time tracked with time doctor

*Single day holiday must be approved 24 hours in advance.

*Holiday of more than one day must be approved two weeks in advance.

By:_____

Name:_____

RECIPIENT