Independent Contractor Agreement

This agreement (the "Agreement") is made effective for all purposes in all respects as of May 2, 2016 by and between New Tide, "BUSINESS," and Swim Phone, "CLIENT," whose principal offices are located at 543 SW Hillwood Ct, Bend, OR 97702

In consideration of the mutual undertakings contained herein it is agreed by and between the parties hereto as follows:

1) Obligations and Responsibilities

BUSINESS shall perform the services (the "Services") that are more fully described on the attached Schedule A which is attached hereto and made a part hereof (the "Statement of Work").

2) Fees

In connection with the performance of the Services described herein, CLIENT agrees to pay BUSINESS the fees set forth on the attached Statement of Work. The hourly rate of work will be $30/hour for designers and $50/hour for developers. Weekly status updates will be provided including hours worked that week. All work done starting from April 24, 2016 is part of the fees due.

3) Term of the Agreement

This Agreement will commence on Monday, May 2nd and shall terminate upon completion of the Services as described in the Statement of Work.

4) Late Payment Penalty

BUSINESS reserves the right to impose an interest charge equal to 1.0% per month on any fees or invoiced reimbursable expenses that remain unpaid after 30 days.

In the event the CLIENT fails to remit payment as specified, BUSINESS shall have the right to immediately terminate this agreement without further obligation and retain any monies already paid.

5) Expenses

Unless special arrangements are otherwise made in writing, fees and expenses of others will be CLIENT's responsibility and will be billed directly to CLIENT. These costs will be approved by CLIENT in writing in advance of being incurred. CLIENT will be invoiced for all reimbursable expenses, together with appropriate documentation evidencing such expenses.

Reimbursable expenses shall be paid by CLIENT within 15 days of the date of invoice.

6) Additional Information/Change in Scope

In order for BUSINESS to perform services for CLIENT in an effective and efficient manner, CLIENT agrees to:

• Provide all information and documentation that BUSINESS may request from CLIENT or that may otherwise be useful to us in connection with the performance of Services

• Immediately advise BUSINESS of any changes to CLIENT's operations or other information that may require a change in the scope or particulars of the services. Any such changes shall be agreed to by both parties in writing.

7) Ownership

Upon final payment by the CLIENT, full copyright ownership of deliverable A, B, and C will be transferred to the CLIENT granting the CLIENt permission to use the files in any altered state. The CLIENT must obtain written permission from BUSINESS before selling any deliverables.

8) Choice of Law

All disputes arising under Agreement shall be governed by California law.

9) Termination

This agreement will continue until completion of the services, unless terminated earlier by either party upon 5 days advance written notice. Should either the CLIENT or the BUSINESS terminates this agreement prior to the end of the term, CLIENT will pay to BUSINESS the unpaid portion of fees for services that were performed, plus all unpaid reimbursable expenses within 30 days.

Notwithstanding the previous paragraph, if either Party materially breaches any term of this Agreement, and such breach is not cured within 14 days of receiving written notification, BUSINESS reserves the right to end the project immediately.

10) Independent Contractor Status

CLIENT understands that CLIENT is engaging all members of BUSINESS as an independent contractor. This agreement is not intended to create any partnership, joint venture, co-ownership, agency, or employment relationship between us. Unless BUSINESS specifically agrees in writing, BUSINESS will not act as an agent or make commitments on the behalf of BUSINESS.

11) Security

While BUSINESS will do their best to ensure security they are not a security firm nor do they employ any security experts. It is ultimately the responsibility of CLIENT to review code for security exploits or to contract an outside firm to do so. BUSINESS shall hold no responsibility for any security exploits that may be present.

12) Continuing Support

Upon completion of the project and until February 1, 2017, should CLIENT wish to make any future support, modifications, changes, or fixes to the website, CLIENT must first make a written request to BUSINESS to have the work be completed. BUSINESS agrees that for said changes, BUSINESS will be paid at an hourly rate equivalent to the hourly rate BUSINESS received from CLIENT prior to the end of August 1, 2016. Only if BUSINESS declines or does not reply to CLIENT's request within seven calendar days may CLIENT turn to other labor.

13) Credit

CLIENT gives permission to BUSINESS to display team member names and information (including links to personal websites and/or portfolios) on the product indefinitely. This information may be removed at any time only by the request of BUSINESS. Additionally,

BUSINESS has permission from CLIENT to publicly share screenshots, mockups, video captures, data, and any other artifacts associated with the product and its creation.

14) Backend Development

The CLIENT is responsible for all backend development. This includes work on Cold Fusion, SQL, and server configuration. The BUSINESS is only responsible for creating standalone HTML, CSS, and JavaScript files that will be delivered to the CLIENT. BUSINESS is not responsible for connecting these webpages with BUSINESS's code or data sources.

15) Security Credentials

As BUSINESS is doing no backend development and is only delivering a zip file of HTML, CSS, and JavaScript files BUSINESS will not need any security credentials from CLIENT. This includes FTP login, SSH login or keys, web hosting logins, or any other logins or passwords.

16) Miscellaneous

This agreement shall only be amended upon the written approval of both parties. Neither Party is permitted to assign its rights, duties, or obligations under this agreement to any other party without prior written consent from the other Party.

This agreement constitutes the entire agreement between BUSINESS and CLIENT with respect to the performance of the Services set forth above. This Agreement supersedes any previous agreements between these Parties relating to the performance of these services.

This Agreement may be executed in counterparts, all of which when taken together shall constitute one original Agreement.

It is a pleasure to have the opportunity to work with you.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

CLIENT Signature   BUSINESS Signatures

_____   on /   /   _____ on /   /

Schedule A - Statement of Work

Scope of Work (SOW)	Applicable Fees
BUSINESS agrees to perform the services as set forth below. CLIENT will review and provide notes.	*In connection with the performance of services described under SOW, CLIENT agrees to pay to BUSINESS the following:*
Deliverable A - Case Study including user interviews, observations, analytics, wireframes - Due by May 30, 2016	Fee for deliverable A - Due on June 6, 2016
Deliverable B - Prototypes (medium to high fidelity) - Due by July 4, 2016	Fee for deliverable B - Due on July 11, 2016
Deliverable C - All code files including HTML, CSS, JavaScript - Due August 1, 2016	Fee for deliverable C - Due on August 8, 2016