

PynPoint Backend Developer Agreement

The Company

This agreement governs the collaboration between **Bruno Diaz** and the Founders [[Dominiece Norwood and Chad Regis]] doing business as [[PynPoint]] (the “Company”).

Bruno Diaz will join PynPoint as an *early stage backend developer* and will be one of three members of the original backend developing team.

The Project

The Founders have constructed PynPoint for the sole purpose of creating a variety of software applications which include but not limited to web applications, mobile (IOS and Android) applications, websites, landing pages to allow individuals to locate and engage in events near them.

This product will also provide event-producing companies a way to advertise and connect with existing and future consumers in order to increase traffic and revenue to their establishment.

Responsibilities within the Company

The listed backend developer will have the following duties:

- Being a supportive and effective member of the software developing team.
- Creating and completing software for web application to carry out PynPoint’s purpose
- Creating and completion of website application and MVP for IOS app. Build across the entire project life cycle concept, build, deploy, test, release and support.
- Create compelling device and web specific user interfaces and experiences.
- Build Prototypes at tech scoping stage of projects.
- Optimize performance for apps/web
- Accurately set, manage, and meet deadlines.

Ownership of the Company

Ownership of the Company will initially be reflected in equity in the form of stock options. These shares are solely for the purpose of recording the proportional ownership to the early stage backend developer of the Company, are not transferrable in any fashion, and do not constitute securities of any kind. The hereby agree to divide ownership of PynPoint as follows:

Bruno Diaz will own 5% of PynPoint.

Vesting

Vesting will occur on a 36 month basis with a 120 day cliff. Vesting will occur based on the following schedule:

- Until and through 120 days after signature of this contract or as of [[July 31, 2016]] no member shares will be vested
- On and not before [[August 1, 2016]]– [[1/36th]] of each member's shares will vest
- On and not before the 1st of every month thereafter, [[1/36TH]] of the remaining shares will vest
- Thus, on [[August 1, 2019]] (the "**Full Vesting Date**"), each member will be 100% vested. Receiving the full 5% of PynPoint.

If the member ceases to provide services to the Company, resigns from the Company, or is terminated from service with the Company by a majority vote of the Founders according to their respective ownership interests, with or without cause or good reason, (the "**Terminated Member**") at any time prior to the Full Vesting Date (the "**Termination Date**"), none of the Terminated Member's additional shares shall vest. The Terminated Member's shares remaining unvested as of the Termination Date shall be cancelled or returned to the Company, and the Founder's ownership interest shall be reduced by the amount of unvested shares so cancelled or returned.

If the member is still fully involved with the business and a liquidity event (i.e. sale to a third party, an initial public offering, or other liquidity event) occurs, **100% vesting will occur immediately**.

Expenses and Budgeting

I, **Bruno Diaz**, agree to accept one third of the total \$450 paid to the entire developing team (team of three) over the next 90 days.

The Founders will budget for Company expenses on a rolling basis. All budgets must be approved by all Founders in writing. Any Founder may pay budgeted expenses on the Company's behalf, and the Company will reimburse each Founder for properly budgeted expenses paid on the Company's behalf, within a reasonable time period after the paying Founder submits an expense report supported by receipts.

All and ONLY completed and functioning publicly published software and IP may be used within any school or work related portfolio. Software may include, but not limited to: landing pages, websites, web applications, mobile (iOS and android) applications, and SAAS web applications. This is not an inclusive list and may be subject to change.

Salary Negotiation

This section is to promise to the backend developer that upon funding and capital of the Company, we may negotiate a yearly salary in conjunction to accruing equity within the company. The member understands that no definite salary can be offered at this time and will be dependent on the amount funding amount.

Duties to the Company

The Founders must refer to the Company, in writing, all opportunities to participate in a business or activity that is directly competitive with the Project within the North American region, whether as an employee, consultant, officer, director, advisor, investor, or partner. The Company will have 30 days to decide whether to pursue any referred opportunity, and to notify the referring Founder of its decision in writing. If the Company elects not to pursue the opportunity, or if it does not notify the referring Founder of its intent in writing within the 30 day period, then the referring Founder will be free to pursue the opportunity independently. If the Company elects to pursue the opportunity, but later abandons it, then the referring Founder will be free to pursue the opportunity independently at such time.

Other than pursuant to the preceding paragraph, to protect the Company's legitimate business interests, no member may participate in any business or activity that is directly competitive with the Project within the North American region, whether as an developer/employee, consultant, officer, director, advisor, owner, sole proprietor, investor, partner, or founder. The ownership of 1% or less of the securities of any publicly-traded company will not be considered participation in a competitive business or activity. The members' obligations contained in this section (Duties to the Company) will continue with respect until the later of the date that is 3 months after (i) he ceases to be a partner of the Company, and (ii) he ceases to provide any services to the Company, whether as a partner, developer/employee, officer, director, or otherwise.

Management and Approval Rights

The Company will be managed by the Founders, and a majority of Founders may take any action on behalf of the Company except where explicitly stated otherwise in this agreement. The unanimous written approval of all Founders is required to:

- incur any debt on the Company's behalf or employ its credit, other than receivables to trade creditors in the ordinary course of business not to exceed \$250 individually and \$500 in aggregate;
- initiate any voluntary bankruptcy proceeding;
- liquidate or dissolve the Company, or distribute substantially all of its assets and business;
- enter into any inbound or outbound license, transfer, or other assignment of protectable intellectual property used in the Project, including any patentable inventions, copyrights, trade secrets, or trademark rights (except for inbound end user licenses for software applications in the ordinary course of business);
- approve any contract with a developer, or an immediate family member or domestic partner of a developer, or an affiliate of any of the foregoing persons;
- raise any equity capital in any amount from any person;
- admit any partner to the Company; and
- amend this agreement.

Project-Related Intellectual Property

“Project IP” means:

(a) contributions and inventions, discoveries, creations, developments, improvements, works of authorship and ideas (whether or not protectable under patent, copyright, or other legal theory) of any kind that are conceived, created, developed or reduced to practice by any Founder or backend developer, alone or with others, while such Founder or backend developer is a member of, or provides services to, the Company, regardless of whether they are conceived or made during regular working hours or at the Company's place of work, that are directly or indirectly related to the Project, result from tasks assigned to a Founder or backend developer by the Company, or are conceived or made with the use of the Company's resources, facilities or materials; and (b) any and all patents, patent applications, copyrights, trade secrets, trademarks (whether or not registered), domain names and other intellectual property rights, worldwide, with respect to any of the foregoing.

Each Founder or backend developer hereby irrevocably assigns to the Company all right, title, and interest in and to all Project IP owned by such backend developer. Each Found or backend developer agrees (i) to assist the Company from time to time with signing and filing any written documents of assignment that are necessary or expedient to evidence such assignment of Project IP to the Company; and (ii) to assist the Company in applying for, maintaining, and filing any renewals with respect to Project IP anywhere in the world, in each case at the Company's expense.

All Project IP strictly and solely owned by the Company.

Confidentiality

The backend developer agrees to keep all non-public information with respect to Project IP confidential and not to disclose it to any other party, except (i) to attorneys and advisors who need to know in connection with performing their duties, (ii) to potential business development partners and/or investors approved by the Company in writing, and who are bound by a confidentiality agreement in writing, and (iii) in response to an inquiry from a legal or regulatory authority.

Third-Party Offer to Invest

Any backend developer who receives an offer from any party to invest in the Company will notify the Founders of the same, and provide each Founder an opportunity to participate meaningfully in the negotiations surrounding the potential investment in the Company. The Founders will use their best efforts to obtain terms that are no less favorable to any Founder or backend developer. The Founders understand that they would likely be required to submit their equity interests in the Company to vesting and other restrictions in such event, to assign all Project IP to the Company, and to submit to other employment-related covenants.

The Founders anticipate that any transaction resulting from such an offer would require that the Company convert to a business entity that provides limited liability to its members, or else to contribute the Company's assets and liabilities to a newly-formed business entity with limited liability.

Resignation and Removal

Any backend developer may resign from the collaboration in the Company for any reason or no reason at all by giving written notice to the Founders. A majority of Founders may remove a backend developer from the partnership at any time, for any reason or no reason at all, by giving written notice to such member. The Company will pay out to the resigning or removed backend developer his positive capital account balance (if any) within 180 days of resignation in cash.

Upon separation of the Company, no founder or backend developer may sell or gift any part of their owned shares/equity to a third party. All shares and equity may only be gifted or sold either back to the Company or to the other early stage backend developer within the original software developing team.

Dispute Resolution

All disputes arising from or related to this agreement must be submitted for binding arbitration before a single arbitrator under the rules of the American Arbitration Association as in effect at such time. The location for such arbitration will be [[Miami, Florida]]. The Founders agree that either party may, within 7 days after the filing of a Demand for Arbitration, demand that the parties' dispute first be submitted to a neutral evaluator pursuant to the American Arbitration Association's Early Neutral Evaluation Procedures prior to proceeding with arbitration. Any resulting arbitration award may be enforced in any court having valid jurisdiction, wherever

located. In addition, the Founders hereby irrevocably submit to the jurisdiction of the state and federal courts located in Miami for the enforcement of any such arbitration award.

Miscellaneous Provisions.

Assignment. This agreement may not be assigned by any party hereto without the written consent of all Founders.

Successors / Assigns. This agreement shall be binding upon and inure to the benefit of the Founders, the Company, their successors, and their permitted assigns.

Notices. Any notice or other communication required or permitted under this agreement may be addressed to the recipient at its address given above, or such other address as that party may provide from time to time, and shall be deemed duly given (A) when delivered, if by hand delivery; and (B) if otherwise delivered, when written confirmation of receipt thereof is obtained (i) from the recipient; or (ii) from a nationally recognized mail carrier.

No Third-Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, except as explicitly provided otherwise herein.

Amendment / Waiver. This agreement may only be amended with the written consent of all Founders, and none of its provisions may be waived except with the written consent of the party waiving compliance.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to the principles of conflicts of laws.

Severability. If any provision in this agreement is held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of all remaining provisions contained herein shall not in any way be affected or impaired thereby, and the invalid or unenforceable provisions shall be interpreted and applied so as to produce as near as may be the economic result intended by the parties hereto.

Entire Agreement. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior arrangements or understandings (whether written or oral) with respect thereto.

Signature

By signing below, each member and founder indicates acceptance of the terms of this agreement in their entirety as of the date first written below, and represents and warrants to the Company and each other member that he has fully read and understood this agreement. For the convenience of the parties, this agreement may be executed electronically and in counterparts. Each counterpart shall be binding, and all of them shall constitute one and the same instrument.

Signature _____ Bruno Diaz _____

Print **Bruno Diaz** Date 4/6/16

PynPoint Backend Developer Agreement 2016