# PROGRAMMER WORK-FOR-HIRE AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this   
\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2015 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as the "PROGRAMMER") and Ng Cheng Lai, located at Singapore (hereinafter known as the "PRODUCER").

## WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Project.   
The Programmer will be engaged as an independent contractor in the creation of original codes and game designs, (hereinafter known as “ASSERTS”) for the Producer in regards to an IOS/Android game (hereinafter known as the “GAME”).

2. Term and Delivery Schedule.   
Programmer agrees to provide reliable work on the Project for the Producer as per a mutually agreed upon verbal schedule of delivery. If Producer determines the assets being delivered by the Programmer are not appropriate for the project, this agreement can be terminated in writing and Compensation owed to the Programmer for work performed will be paid to the Programmer within 30 days after the game is published, provided the Game is published.

3. Compensation.   
The enticement and consideration for this Agreement is the promise by the Producer to pay the Programmer 33% of the total profits generated by the Game, (hereinafter known as “COMPENSATION”). This Compensation will comprise full and complete payment for the Programmer's services.

Profits are calculated as total revenue generated by the Game minus the total cost incurred by the Producer in the course of creating the Game.

Revenue generated by the Game includes, but is not limited to, direct purchases of the Game, purchases of micro-transactions within the Game, revenue generated by ads within the Game and sales of any rights or part thereof related to the Game.

Cost incured by the Producer includes, but is not limited to, payments for work done by external parties, payments for developer SDK, payment for use of external engines and payments for publishing on iOS/Android.

Programmer and Producer will mutually agree to the specific work to be performed by Programmer. Programmer acknowledges that Producer is not liable for any payments beyond the Compensation stated.

Producer is not liable for any expenses incurred by Programmer in the performance of this contract, except as mutually agreed by Programmer and Producer.  In the event that Programmer and Producer agree that Producer will pay for any expenses, Producer may require Programmer to provide receipts for any reimbursable expenses.

5. Non-Disclosure.   
Programmer agrees that all information received from the Producer and code assets created by the Programmer specifically for Producer's project regarding the idea, title, story, characters, designs, codes and scripts (Details) for the Project shall be kept strictly confidential. Programmer agrees not to share or reveal any Details to other studios, production companies, or other competitive entities. The Programmer agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information to anyone. The Programmer shall not make any copies of Confidential Information. The Programmer acknowledges that the Confidential Information is the wholly original intellectual property of the Producer, and will make no attempt to claim ownership of it or any very similar intellectual property. The Programmer shall immediately notify the Producer in the event of any unauthorized use or disclosure of the Confidential Information.

6. Rights Assignment.   
The Programmer assigns all rights including copyrights to assets created for the Producer's project to the Producer, when Programmer is fully paid for under the Compensation clause of this contract, to be used by the Producer without limitation worldwide and in perpetuity in all media including but not limited to interactive games. Programmer retains rights to use all artwork to secure potential jobs in portfolio reviews and person-to-person contact. All artwork will not be published online or print until both parties agree on timing. If Programmer requires additional rights to display or otherwise use assets created for Producer's project for promotion of his independent contracting business, Producer agrees that that permission granting those rights will not be unreasonably withheld.

7. Independent Contractor Status.   
Programmer acknowledges that he is an independent contractor and that this contract does not imply or grant salaried employment status with Producer.  Programmer acknowledges that he is not an employee, agent, or representative for Producer.  Programmer acknowledges that he is responsible for reporting his income to all appropriate government agencies and for paying all taxes including self-employment taxes.  Producer will not withhold any state, Federal, or local taxes from Compensation to the Programmer.  Programmer acknowledges that he is entirely responsible for any Federal, state, or local unemployment insurance, Workman's Compensation expenses or taxes, business or personal taxes and withholding, employee benefits, or any other compensation, liability, or benefits ordinarily due to an employee under state law, and Programmer indemnifies Producer for any liability for these expenses.

8. Arbitration.   
In the event of a dispute, Programmer and Producer agree to abide by professional third-party, mutually binding arbitration, to take place within Singapore at a time and date to be mutually agreed upon by Programmer and Producer.

9. Indemnity.   
Programmer will not hold Producer or the Producer’s Partners responsible or liable in the unlikely event that the Programmer is harmed or accidentally injured in any way at the Workplace and while working for the Producer. The Programmer agrees to hold the Producer and Partners harmless and indemnifies the Producer and Partners from and against any loss, damage, cost, and expense which the Programmer may suffer or incur by reason of any breach of any warranty, representation or agreement made by both parties under this Agreement.

10. Name and Likeness.   
Programmer hereby grants Producer the non-exclusive right to use and publish and to permit others to use and publish the name, likeness, image, artwork and biographical information, including but not limited to Programmer's individual name, Programmer’s previous credits and experience, and any other third party's name, whether personal or professional, in connection with the Project.

11. 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.

12. 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.

This Agreement is entered into in the Nation of Singapore and is guided by and governed by the laws of that Nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

## AGREED TO AND ACCEPTED:

BY:

"Producer"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015

(Producer Signature)

## Ng Cheng Lai, S9015985B

Apt Blk 899A Tampines St 81  
#10-766  
Singapore 521899

BY:

"Programmer"

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Programmer’s Name) (Print Programmer’s NRIC)

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(Programmer’s Address)