



## **Non-Disclosure Agreement**

---

This Non-Disclosure agreement (the Agreement) is by and between the undersigned **Ralph Hale / Synchronicity Software** and its affiliates and the undersigned **Obsequy, LLC** in connection with exploring the possibility of a business transaction of mutual interest. In connection with this possibility, both parties recognize that there is need for each party to disclose Proprietary Information to the other party. As an expressed condition to such disclosure, both parties agree as follows:

### **Non -Disclosure and Limited Use**

The party receiving Proprietary Information and any Director, Officer, Employee, Subsidiary or affiliate of it (the "Recipient") shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any Third Party.

Recipient shall disclose information to only those employees who need to know such information, to evaluate the possible business transaction with the party disclosing such Proprietary Information. All recipients are obligated to treat Proprietary Information as require under this agreement. Recipient shall not use Proprietary Information for any purpose except to evaluate the possible business transaction. Recipient shall take all possible measures to protect the confidentiality and avoid unauthorized use, disclosure, publication, or dissemination of Proprietary Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and Proprietary Information. No copies of Proprietary Information shall be made unless approved in writing by the Discloser.

The Recipient shall promptly notify the disclosing party of any unauthorized, negligent or inadvertent disclosure of Proprietary Information of the Disclosing Party. The Recipient shall be liable under this agreement to the disclosing party for any disclosure in violation of this agreement by it or its affiliates' employees, attorneys, accountants or other advisors or agents.

### **Description of Proprietary Information**

"Proprietary Information" in this agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Recipient, pertaining in any manner to the business of the Discloser or to Discloser's affiliates, subsidiary, consultants or business associates, unless (i) the information is or becomes publicly known through legal means; or (ii) the information was rightfully in Recipient's possession or part of Recipient's general knowledge prior to exploring the possibility of exploring business transaction of mutual interest; or (iii) the information is disclosed to Recipient without confidential or proprietary restrictions. "Proprietary Information" includes, but is not limited to the following: (a) schematics, techniques, employee suggestions, development tools and processes,



computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about cost, profits, markets and sales; (c) plans for future developments and new product concepts; and (d) all documents, books, papers, designs, models, sketches and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Recipient by Disclosing Party, as well as verbal instructions or comments.

### **Continuing Obligation and Return of Materials**

Whether or not the business transaction subject of negotiation hereunder is consummated, the covenants pertaining to non-disclosure shall remain in full force indefinitely, unless Discloser specifically and in writing agrees to release all or part of Proprietary Information from the non-disclosure restrictions imposed herein. Upon conclusion or termination of discussions between the Receiving Party and Disclosing Party, or at any time at the Discloser's request, (i) the Recipient shall return immediately to Discloser all materials (in written, electronic or other form) containing or constituting Proprietary Information, including any copies, and (ii) Recipient shall not use Proprietary Information in any way for any purpose.

### **Notice of Disclosure**

In the event that the Recipient is requested or becomes legally compelled to disclose Proprietary Information of other party, it is agreed that such party will provide the other with prompt written notice of such request to enable the Discloser to seek a protective order to protect and preserve the confidential nature of the Proprietary Information. In such event, each party agrees that it will furnish only that portion of Proprietary Information that is legally required and would exercise reasonable efforts to obtain reliable assurance that confidential treatment would be accorded to the portion of the Proprietary Information and other information that is being disclosed.

### **Confidentiality of Discussions**

Neither party shall disclose the existence of discussions between the parties hereto and the nature or substance of those discussions.

### **Remedies**

Recipient agrees that unauthorized disclosure of, or use of Proprietary Information, will cause irreparable harm and injury, which may be difficult to ascertain, thus making any remedy at law or in damages inadequate. Therefore, Recipient agrees that the Discloser shall have the right to apply to any court of competent jurisdiction for order restraining any breach or threatened breach of this agreement and any other relief Discloser deems appropriate. This right shall be in addition to any other remedy available to Discloser in law or equity.

### **Termination**



This agreement shall have a term of two years unless extended by mutual agreement or terminated pursuant to the succeeding sentence. Either party may terminate this agreement by giving the other party 90-business days written notice. The rights and obligations of the parties hereunder regarding any Proprietary Information disclosed, learned or obtained prior to termination shall survive any termination of this agreement or any return of proprietary information for a period of 5 years.

#### **General**

This agreement shall be binding upon and for the benefit of Receiving Party (and its affiliates) and Disclosing Party and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the Receiving Party and Disclosing Party relating generally to the same subject matter, and may be modified only in writing, signed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

#### **ACCEPTED AND AGREED:**

**Synchronicity Software**

**Obsequy, LLC**

---

**Name: Ralph Hale**  
**Title: Principal Owner**  
**Address: 405 Potter Ave**  
Ann Arbor, MI 48103  
**Date: 07/18/2013**

---

**Name: DeRohn Mitchell**  
**Title: Co-Founder, CEO**  
**Address: 626 Floyd St, Englewood**  
Cliffs, NJ 07632  
**Date: 07/01/2013**

---

**Name: Edward Dupas**  
**Title: Principal Owner**  
**Address: 3420 Porter**  
Ann Arbor, MI 48103  
**Date: 07/18/2013**



## Contract for Web Design and Program Development

---

This Contract for Web Design and Program Development is by and between the undersigned **Ralph Hale / Synchronicity Software** (the Developer) and the undersigned **Obsequy, LLC** (the Company).

This agreement is entered into in the State of New Jersey and is guided by and governed by the laws of that state.

The undersigned parties hereby agree that all rights, copyrights, titles and interest in any artwork and/or program developments created by the Developer along with any idea in whatever form, tangible or intangible, whether disclosed to or learned in connection with this project belong solely and exclusively to the Company free of any claims whatsoever by the Developer.

### Scope of Work

See attached "**Project Estimate**" addendum listing work to be delivered.

Given the time deadline established by the Company, The Company may only ask for changes to design and/or programming as not to impede the process of completion to meet deadline.

### Compensation

The compensation for this agreement is the promise by the Company to pay the Developer a total **Project Cost of \$46,350.00** according to the following phases and payment terms:

1. Phase I - The Developer will be compensated \$20,000.00. Of which, it is agreed that, \$5,000.00 will be due on or before the MVP release, and \$15,000.00 due on or before the GA release (see attached "Project Estimate" addendum for MVP and GA release dates).
2. Phase II - Following the release of the GA and after the Company earns a total of \$20,000.00 in net revenue; the Company will pay the Developer 50% of Net Revenue going forward until, in aggregate, the total project cost of \$46,350.00 is paid.
3. Phase III - The Developer will be offered an opportunity to participate in a 5% equity stake within 1-year following the final GA release.

### Indemnities

This contract allows the Company to use all original images, artwork, designs, and programming as they see fit and without legal dispute with the developer. Furthermore, it is the responsibility of the Developer to insure that the Company



can legally use all non-original images, artwork, designs, and programming as it sees fit, royalty-free. Should a claim of royalty infringement be made against the company related to the work delivered in the "Project Estimate", the Developer will stand in place of the Company and be solely responsible to respond to, defend against, and/or pay damages incurred without compensation or reimbursement by the Company.

The undersigned have entered into this written contract as of the date above written.

**ACCEPTED AND AGREED:**

**(the Developer)**

**Synchronicity Software**

**(the Company)**

**Obsequy, LLC**

---

**Name: Ralph Hale**  
**Title: Principal Owner**  
**Address:**

**Date:**

---

**Name: DeRohn Mitchell**  
**Title: Co-Founder, CEO**  
**Address: 626 Floyd St., Englewood**  
**Cliffs, NJ 07632**  
**Date: 07/01/2013**



## **ADDENDUM: Project Estimation** for Obsequy, LLC provided by Synchronicity Software

---

### **Overview**

This software development estimation is divided into two parts, the MVP (minimum viable product) release and the GA (general availability) release (1.0). For this project, the MVP will be a very limited version of the GA due to the very tight timeline. Compared to the GA, the MVP will support most of the same pages and operate within the same spirit of the intended full featured application. Note that this quote is for a website viewable on a desktop or tablet. A mobile specific platform will not be supported at this time; however, the site will be useable on mobile devices with a web browser. If a mobile solution is desired, that would need to be factored in.

### **Technologies Used / Supported**

This will be built with Microsoft Single Page technology utilizing Web API on the server-side, and will be constructed using JavaScript, HTML5, and Twitter's Bootstrap framework (or similar) on the client-side. Utilizing this mix of technology allows the application (as well as all future revisions) to be viewable on all modern web browsers which support HTML5. There are no restrictions when viewing this application on mobile devices, and does not require installation of platform specific plugins such as Flash and Silverlight.

By utilizing the Bootstrap technology, future revisions beyond the scope of the GA can be styled specifically for mobile and tablet devices without changing the underlying software architecture.

Supported web browsers are:

- Google Chrome
- Firefox
- Safari
- Internet Explorer version 10

This project will be hosted on the Windows Azure Cloud Services platform. All hosting costs, email, and SMS costs are recurring monthly costs for which Obsequy is solely responsible for.

### **Estimating Time and Cost**

Synchronicity draws upon its vast experience developing web applications for supply-demand solutions. The estimates include design, development, testing, and refinement. Additionally, hosting setup and configuration are included in the cost.

### **MVP Release**

The MVP launch date will be scheduled for July 10, 2013.

### **Pages**

The following pages will be supported in some limited capacity:

Page	Access	Functionality
Landing Page	Unauthorized	Limited. The page will provide all appropriate navigation to other pages. The UI for this page should have more resource devoted to it compared with others to make a good impression, but only as time

		permits.
<i>How It Works: Families</i>		
	Unauthorized	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>How It Works: Funeral Director</i>		
	Unauthorized	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>Support for Families: Dealing with Grief</i>		
	Any	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>Support for Families: Writing a Eulogy</i>		
	Any	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>Support for Families: Writing an Obituary</i>		
	Any	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>Support for Families: Q&amp;A Pre-Planning</i>		
	Any	Limited. The page will provide all functionality and navigation. The page may have some content.
<i>Family Registration + Arrangements</i>		
	Unauthorized + Family	Limited. This page will allow a user to register an account as a family member. The user input validation will also be limited to verifying the email address used is valid and not in use. This page will provide the registration fields necessary to allow a request to be matched with funeral directors. Other fields may be included (such as a second point of contact), time permitting. This page will support continuing the configuration their arrangements if the log out and log back in.
<i>Quotes</i>		
	Family	Limited. This page will allow a family member to see all quotes received by the funeral directors. It will also allow them to accept and reject individual quotes. Quotes can be viewed as a list or individually providing more details. The amount of detail to provide to the user is <b>TBD</b> . Note that the user can't modify their request once it has been submitted for this release.
<i>Checklist</i>		
	Family	Not Implemented. This page would provide an online "to do" list to help a member organize the tasks they need to do and provide reminders.
<i>Funeral Director Registration + Services Provided</i>		
	Unauthorized + Funeral Director	Limited. This page will allow a user to register an account as a funeral director member. The user input validation will also be limited to verifying the email address used is valid and not in use. This page will provide the registration fields necessary to allow the funeral director's services to be matched with family member requests. Other fields may be included time permitting. This page will support continuing the configuration their settings if the log out and log back in.
<i>Requests</i>		
	Funeral	Limited. This page will allow a funeral director member to see all

Director	incoming service requests. It will allow them the ability to set a quote price or ignore the service request (choose not to bid). Requests can be viewed as a list or individually providing more details. The amount of detail to provide to the user is <b>TBD</b> . Note that the user can't modify their quote once it has been submitted for this release.
<i>User Accounts</i>	
Funeral Director	Not Implemented. This page would provide a funeral director the ability to add, remove, or modify users who can manage the account.
<i>Account Management for Funeral Directors</i>	
Site Administrator	Not Implemented. This page allows the Obsequy site administrator to approve or decline new funeral director accounts. It would also provide the ability to disable or enable existing accounts.

## Email Support

Email notifications will be generated and sent to members for the following events:

- New account registration
- Funeral service quote request submitted (notification sent to both family member and funeral director)
- New quote received from funeral director
- Funeral quote accepted (notification sent to both family member and funeral director)

A professional looking HTML template will be used for all email notifications. A basic template will be designed for the MVP, with a final version styled for the GA. SendGrid will provide all email messaging services.

## SMS (Text) Support

SMS notifications will be generated and sent to members for the following events:

- Funeral service request submitted (funeral director only)
- Funeral service quote received (family member only)
- Funeral service quote accepted (funeral director only)

Twilio will provide all SMS messaging services.

## Deposit Payment Processing Support

Payment processing will not be supported in the MVP. This will be supported in the GA.

## Service Quote Requests

Service quote requests are generated by the family members and are routed to the funeral directors. For the MVP, once the request is submitted, it can't be modified.

## Service Quotes

Service quotes are submitted by the funeral directors. For the MVP, once the quote is submitted, it can't be modified.

## Work Estimates

Work estimate hours include design, development, testing. Note that the MVP does not include server side validation.



## Application Framework

This represents project creation/initialization within the development environment, initial database design and deployment, shared document storage, code repository setup/initialization, etc.

Task	Effort in Hours
Project setup/structure	8
Data Model	18
<b>Estimate</b>	<b>28 Hours</b>

## CRUD Operations (create, read, update and delete) / Services

This represents the business logic/service layer of the application. This is the heart of the application, exposing various services that the UX layer (PC, Tablet, and Smartphone) will access.

CRUD Operation	Effort in Hours
Login / Logout	6
Family Account	12
Family Funeral Preferences	6
Quotes	14
Checklist	0
Funeral Director Account	12
Funeral Services Provided	6
Requests	14
User Accounts (for funeral directors)	6
Account Management (site administrators)	6
<b>Estimate</b>	<b>82 Hours</b>

## Processing Services

This represents the automated processing of requests and quotes after they have been added or modified in the system. These services also handle notification generation via email and SMS.

Service	Effort in Hours
Requests / Quotes	16
Notifications	12
Monitoring	8
Payment Processing	0
<b>Estimate</b>	<b>36 Hours</b>

## UX Development

This represents work on the UX side, construction and styling of the client site.

Site Element	Effort in Hours
Landing Page	4
How It Works: Families	1
How It Works: Funeral Director	1
Support for Families: Dealing with Grief	1
Support for Families: Writing a Eulogy	1
Support for Families: Writing an Obituary	1
Support for Families: Q&A Pre-Planning	1



Family Registration + Arrangements	10
Quotes (Family)	18
Checklist (Family)	0
Funeral Director Registration + Services Provided	10
Requests (Funeral Director)	18
User Accounts (Funeral Director)	1
Account Management for Funeral Directors	1
<b>Estimate</b>	<b>68 Hours</b>

### Deployment / Administration

This represents project deployment and setup on a hosted environment.

Task	Effort in Hours
Deployment	16
<b>Estimate</b>	<b>16 Hours</b>

<b>Final estimate</b>	<b>230 Hours</b>
-----------------------	------------------

### Development Timeline and Demonstrations

The following are anticipated demonstrations of progress and review points for the MVP development cycle:

- 1<sup>st</sup> demonstration + review: approximately mid-June to cover styling and checkout existing functionality.
- 2<sup>nd</sup> demonstration + review: approximately end of June to review progress and solicit feedback.
- Final demonstration + review: first week of July prior to July 10<sup>th</sup> deadline.

## GA Release

The GA launch date will be scheduled for [LAUNCH DATE].

### Pages

All pages will be fully supported and styled according to the agreed upon themes.

### Email Support

Email notifications will be generated and sent to members for the following events:

- New account registration
- Funeral service quote request submitted (notification sent to both family member and funeral director)
- New quote received from funeral director
- Funeral quote accepted (notification sent to both family member and funeral director)

A professional looking HTML template will be used for all email notifications. The final version styled for the GA. SendGrid will provide all email messaging services.

### SMS (Text) Support

SMS notifications will be generated and sent to members for the following events:



- Funeral service request submitted (funeral director only)
- Funeral service quote received (family member only)
- Funeral service quote accepted (funeral director only)

Twilio will provide all SMS messaging services.

### Deposit Payment Processing Support

Payment processing will be fully supported in the GA.

### Service Quote Requests

Service quote requests are generated by the family members and are routed to the funeral directors.

**TBD: Define how the Service Quote Requests will work, what can be done after they have been submitted, etc.**

### Service Quotes

Service quotes are submitted by the funeral directors

**TBD: Define how the Service Quotes will work, what can be done after they have been submitted, etc.**

### Work Estimates

Work estimate hours include design, development, testing. The GA includes server side validation.

### CRUD Operations (create, read, update and delete) / Services

This represents the business logic/service layer of the application. This is the heart of the application, exposing various services that the UX layer (PC, Tablet, and Smartphone) will access.

CRUD Operation	Effort in Hours
Login / Logout	0
Family Account	8
Family Funeral Preferences	12
Quotes	38
Checklist	8
Funeral Director Account	8
Funeral Services Provided	12
Requests	38
User Accounts (for funeral directors)	12
Account Management (site administrators)	8
<b>Estimate</b>	<b>144 Hours</b>

### Processing Services

This represents the automated processing of requests and quotes after they have been added or modified in the system. These services also handle notification generation via email and SMS.

Service	Effort in Hours
Requests / Quotes	28
Notifications	8
Monitoring	12
Payment Processing	30
<b>Estimate</b>	<b>78 Hours</b>



### UX Development

This represents work on the UX side, construction and styling of the client site.

Site Element	Effort in Hours
Landing Page	4
How It Works: Families	2
How It Works: Funeral Director	2
Support for Families: Dealing with Grief	2
Support for Families: Writing a Eulogy	2
Support for Families: Writing an Obituary	2
Support for Families: Q&A Pre-Planning	2
Family Registration + Arrangements	20
Quotes (Family)	32
Checklist (Family)	8
Funeral Director Registration + Services Provided	20
Requests (Funeral Director)	34
User Accounts (Funeral Director)	8
Account Management for Funeral Directors	12
<b>Estimate</b>	<b>150 Hours</b>

### Deployment / Administration

This represents project deployment and setup on a hosted environment.

Task	Effort in Hours
Deployment	16
<b>Estimate</b>	<b>16 Hours</b>

<b>Final estimate</b>	<b>388 Hours</b>
-----------------------	------------------

### Development Timeline and Demonstrations

The following are anticipated demonstrations of progress and review points for the MVP development cycle:

- 1<sup>st</sup> demonstration + review: **TBD**.
- 2<sup>nd</sup> demonstration + review: **TBD**.
- Final demonstration + review: **TBD**.

## Overall Schedule and Cost

The MVP is scheduled for completion on July 10<sup>th</sup> with 3 scheduled demonstrations and reviews scheduled prior to release. This release will require 230 hours to complete.

The GA is scheduled for completion on **[LAUNCH DATE]** with **[NUMBER OF DEMOS]** scheduled demonstrations and reviews scheduled prior to release. This release will require 388 hours to complete.

The total cost of this project is \$46,350, calculated at a rate of \$75/hour. The project will **not** exceed this number of hours.