

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of January 13, 2016, by and between Black Mamba Protection LLC, of 12301 Research Park Blvd., Building 4, Suite 200, Austin, Texas 78759, and Gilbert Saucedo, of 80 Rivergarden Trail, Dale, Texas 78616. In this Agreement, the party who is contracting to receive the services shall be referred to as "BMP", and the party who will be providing the services shall be referred to as "Gil".

WHEREAS, Web Developer Gil possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, Client BMP desires to engage Web Developer Gil, and Web Developer Gil accepts the engagement, to design a World Wide Web site (Web Design Project) in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client BMP and Web Developer Gil agree as follows:

RETENTION OF DEVELOPER. Client BMP hereby retains the services of Developer for the Web Design Project to be published on Client BMP's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at BMP's option.

DESCRIPTION OF SERVICES. Beginning on January 13, 2016, Gil will provide the following services connected with the development of the Website (collectively, the "Services"): Web Development & Design as follows.

- Í Gil will deliver a fully functional website that works in a browser, on a desktop computer, Android device, iOS device.
- Í Gil will use BMP's current Desktop Windows Application as a reference.
- Í Gil will use the database created by BMP's current Desktop Windows Application
- Í Gil will use the specified Roadmap attached in Schedule A

PAYMENT FOR SERVICES. In consideration of the services to be performed by Gil, BMP agrees to compensate Gil for the services rendered as follows:

Gil's fees for the services specified in Description of Services above, and for any additional services, will be charged at Gil's standard hourly rate of \$30.00 per hour.

Any additional services not specified in Description of Services, above, will be charged to BMP on an hourly rate basis at Gil's standard hourly rate of \$30.00 per hour.

WEB HOSTING. BMP agrees to select a web hosting service which allows Gil full access to the website and provided the technologies needed for Gil to successfully deliver his services.

TERM/TERMINATION. This Agreement may be terminated by either party upon 14 days written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that Gil is an independent contractor with respect to BMP, and not an employee of BMP. BMP will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Gil.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by Gil in connection with the Services shall be the exclusive property of BMP. Upon request, Gil shall sign all documents necessary to confirm or perfect the exclusive ownership of BMP to the Work Product.

LAWS AFFECTING ELECTRONIC COMMERCE. BMP agrees that BMP is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Gil and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from BMP's exercise of Internet electronic commerce.

CONFIDENTIALITY. Gil will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Gil, or divulge, disclose, or communicate in any manner any information that is proprietary to BMP. Gil will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Gil will return to BMP all records, notes, documentation and other items that were used, created, or controlled by Gil during the term of this Agreement.

ASSIGNMENT. Gil's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of BMP.

INDEMNIFICATION. Gil agrees to indemnify and hold harmless BMP from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against BMP that result from the acts or omissions of Gil, Gil's employees, if any, and Gil's agents.

ENTIRE AGREEMENT. This Agreement contains the first part of the agreement of the parties. There will be a second agreement written up after delivery of the website described above in “DESCRIPTION OF SERVICES” section. The second agreement will consist of an agreement between BMP and Gil, making Gil a stakeholder in the company BMP. This stake in the company BMP, will be negotiated and decided and consist of a stake position of 2.5% to 15% of the company BMP.

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. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against BMP or Developer without the written consent of both BMP and Developer.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

SIGNATURES. This Agreement shall be signed by David McNulty, President on behalf of Black Mamba Protection LLC and by Gilbert Saucedo, Web Developer on behalf of Gilbert Saucedo. This Agreement is effective as of the date first above written.

CLIENT:

Black Mamba Protection LLC

By: _____
David McNulty
President

WEB DEVELOPER:

Gilbert Saucedo

By: _____
Gilbert Saucedo
Independent Contractor