

## ***WORK FOR HIRE AGREEMENT***

This Work for Hire Agreement (this "Agreement") is made effective as of June 09, 2014, by and between Matthew McKee, of 11103 Burr Oak Dr., San Antonio, Texas 78230, and Gilbert Saucedo, of 4951 Lambeth Dr, San Antonio, Texas 78228.

**1. DESCRIPTION OF SERVICES.** Beginning on June 09, 2014, Gilbert Saucedo will provide the following services (collectively, the "Services"): Web Development and Application Development for Kudotree. The Kudotree app will be ported on iOS, Android, and Windows systems.

**2. PAYMENT FOR SERVICES.** Matthew McKee will pay compensation to Gilbert Saucedo for the Services based on \$30.00 per hour and 18 percent of the stock stake of Kudotree.

**3. TERM/TERMINATION.** This Agreement will be held until the development of Kudotree is completed. The projected completion time-frame is 6-8 weeks with 40 hour work weeks. Thereafter completion, Gilbert Saucedo will own 18 percent of the stock stake of Kudotree.

**4. 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 Gilbert Saucedo in connection with the Services shall be the exclusive property of Kudotree. Upon request, Gilbert Saucedo shall sign all documents necessary to confirm or perfect the exclusive ownership of Matthew McKee to the Work Product.

**5. OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Matthew McKee are the property of Kudotree.

**6. CONFIDENTIALITY .** Gilbert Saucedo will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Gilbert Saucedo, or divulge, disclose, or communicate in any manner any information that is proprietary to Matthew McKee. Gilbert Saucedo 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, Gilbert Saucedo will return to Matthew McKee all records, notes, documentation and other items that were used, created, or controlled by Gilbert Saucedo during the term of this Agreement.

**7. INJURIES.** Gilbert Saucedo acknowledges Gilbert Saucedo's obligation to obtain appropriate insurance coverage for the benefit of Gilbert Saucedo (and Gilbert Saucedo's employees, if any). Gilbert Saucedo waives any rights to recovery from Matthew McKee for any injuries that Gilbert Saucedo (and/or Gilbert Saucedo's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Gilbert Saucedo or Gilbert Saucedo's employees.

**8. INDEMNIFICATION.** Gilbert Saucedo agrees to indemnify and hold harmless Matthew McKee from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Matthew McKee that result from the acts or omissions of Gilbert Saucedo, Gilbert Saucedo's employees, if any, and Gilbert Saucedo's agents.

**9. 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.

**10. 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.

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

**12. SIGNATORIES.** This Agreement shall be signed by Matthew McKee, CEO on behalf of Matthew McKee and by Gilbert Saucedo, Developer on behalf of Gilbert Saucedo. This Agreement is effective as of the date first above written.

This Work for Hire Agreement is executed and agreed to by:

*Matthew McKee*

Matthew McKee  
matthewm@kudotree.com  
June 19, 2014 at 12:32 pm  
Recorded at IP 72.5.190.170

*Gilbert Saucedo*

Gilbert Saucedo  
gilbert.saucedo@gmail.com  
June 16, 2014 at 03:51 am  
Recorded at IP 75.92.63.170

Scan this code with your  
smartphone to manage  
your Work for Hire  
Agreement online.

