

# **WORK FOR HIRE AGREEMENT**

This Work for Hire Agreement (this "Agreement") is made effective as of March 14, 2016, by and between Lap Tran, of 10211 Mayberry Heights Drive, Cypress, Tx 77433, and Gilbert Saucedo, of 80 Rivergarden Trail, Dale, Tx 78616

**1. DESCRIPTION OF SERVICES.** Beginning on March 14, 2016, Gilbert Saucedo will provide the following services (collectively, the "Services"): Web Development and Application Development to create a bookkeeping app called "Nansbook". The app will be ported on iOS phones and tablets, Android phones and tablets, and the four major internet browsers (Chrome, Firefox, Internet Explorer & Safari).

**2. PAYMENT FOR SERVICES.** Lap Tran will pay compensation to Gilbert Saucedo for the Services. Total cost will be \$2100.00. Payment schedule is as follows:

- a) \$600 deposit, due upon signing this contract
- b) \$300 per week for 5 weeks, after signing this contract and after delivering work scheduled for each week.

**3. TERM/TERMINATION.** This Agreement will be held until the development of Nansbook is completed. The projected completion time-frame is 5 weeks.

**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 Lap Tran.

**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 Lap Tran are the property of Lap Tran.

**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 Lap Tran. 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 Lap Tran 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 Lap Tran for any injuries that Gilbert Saucedo (and/or Gilbert Saucedo's employees) may sustain while performing services under this Agreement.

**8. INDEMNIFICATION.** Gilbert Saucedo agrees to indemnify and hold harmless Lap Tran from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Lap Tran 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 Lap Tran, Owner and by Gilbert Saucedo, Developer. This Agreement is effective as of the date first above written.

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

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Lap Tran (Owner)  
10211 Mayberry Heights Drive  
Cypress, Tx 77433  
[lapphuong55@yahoo.com](mailto:lapphuong55@yahoo.com)  
713-382-0836

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Gilbert Saucedo  
80 Rivergarden Trail  
Dale, Tx 78616  
[gilbert.saucedo@gmail.com](mailto:gilbert.saucedo@gmail.com)  
512-804-8152