

CLEVERTECH

WORK FOR HIRE AGREEMENT

AGREEMENT (this "Agreement"), dated as of **8/25/2014** (the "Execution Date"), is made by and between Cleverttech., a Corporation, having its principal place of business at 535 Forest Ave Woodmere NY 11598 ("Company"), and **James Nadeau**, a **corporation** residing at 29 Short St, Apt 1, Vergennes, VT 05491 ("Developer").

B A C K G R O U N D

Company desires to retain the services of Developer to help develop Company's proprietary product (the "Services"), and Developer desires to provide such Services to Company, and to deliver the deliverables ("Deliverables") as set forth on Schedule A hereto (the "Statement of Work").

NOW THEREFORE, for the covenants and upon the consideration recited herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Work for Hire.

1.1 Developer acknowledges and agrees that all Services performed and all results thereof, including all Deliverables and other materials created in the course of Developer's engagement (the "Work"), are *works made for hire* (as such term is defined in the United States Copyright Law) and all rights therein are the sole and exclusive property of Company, including the worldwide right to own and register all copyrights therein in Company's name. In the event that any Work is determined not to be a *work made for hire* for any reason, Developer hereby irrevocably assigns all rights therein to Company and agrees to execute such additional documents as may be requested by Company to evidence Company's ownership thereof. In the event that any Work is not copyrightable, Developer hereby irrevocably assigns any and all ownership rights therein to Company. Developer also hereby assigns to Company and/or waives any and all claims that Developer may now or hereafter have in any jurisdiction to so-called "*moral rights*" or rights of "*droit moral*" in connection with the Work.

1.2 Notwithstanding the foregoing, if and to the extent that Services are being rendered by Developer for or on behalf of the Company in a jurisdiction where applicable law does not recognize the *work for hire* doctrine, Developer hereby grants and assigns to Company the broadest possible ownership, results and proceeds of such Services permitted under applicable law in said jurisdiction.

1.3 Developer hereby agrees to further assist the Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain and enforce and defend any rights assigned. Developer hereby irrevocably designates and appoints Company as its agent and attorney-in-fact to act for and on Developer's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Developer.

2. Representations.

2.1 Developer hereby represents and warrants to Company that (i) all statements and materials regarding its qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete for any reason including by reason of omission; (ii) all Services to be performed hereunder shall be accomplished by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards and that Company will receive good and valid title to all Work, free and clear of any and all liens, claims or encumbrances of any type; (iii) all Work shall be original and created by

Developer and will not infringe upon the copyright, trademark, trade secret or any other right of any other person; and (iv) Developer has not previously granted any rights to the Work to any other person or entity.

2.2 Developer further warrants that each Deliverable shall conform to the Statement of Work, and if Company notifies Developer that any Deliverable fails to so conform to any such Statement of Work, then Developer shall remedy the failure by using every relevant effort to correct errors, rectify faults or take avoidance action at no additional cost to Company. Developer warrants, where applicable, the media upon which a Deliverable is provided, shall be free from defects in materials and workmanship under normal use for the period of ninety days from delivery.

3. Confidential Information. Developer agrees at all times during the term of Developer's engagement and thereafter to hold in strict confidence, and not to use, except for the benefit of Company, or to disclose to any person, firm or corporation without written authorization of Company, all Confidential Information (as hereinafter defined). "Confidential Information" means any and all information and knowledge regarding Company which Developer assimilates or to which Developer has access including, but not limited to, Company proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, books and records of Company, corporate and strategic relationships, advertisers, suppliers, customers, computer software, computer software development, inventions, processes, formulae, technology, designs, drawings, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business. Developer further understands that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of Developer. Developer further agrees that all Confidential Information shall at all times remain the exclusive property of Company. Notwithstanding anything contained in this Agreement, all Services and Deliverables shall be considered proprietary and confidential regardless of whether they are so marked. Developer shall ensure that Developer's employees, officers, directors, agents and representatives, if any, shall execute similar agreements protecting Company's proprietary information and agree to be bound by the terms and conditions contained therein.

4. Miscellaneous.

4.1 No failure or delay by either party in enforcing or exercising against the other any provision of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

4.2 This Agreement constitutes the entire agreement between the parties relating to the Services and supersedes all prior written or oral representations, proposals or communications. No modification to this Agreement will be effective unless in writing and signed by authorized signatories of both parties. If any provision of this Agreement is determined invalid, unlawful or unenforceable then the remaining provisions shall continue in full force and effect.

4.3 All Company property in the possession or control of Developer, as well as all material developed or derived by Developer in performing its duties under this Agreement, will be returned by Developer to Company on demand, or at the termination of this Agreement, whichever shall come first.

4.4 For good consideration and as an inducement for Company to contract with Developer, the undersigned Developer hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of the contract and for a period of 1 year following termination of employment and notwithstanding the cause or reason for termination.

The term "not compete" as used herein shall mean that the Developer shall not own, manage, operate, consult or be employed in a business whose customers are the same customers that of the Company during the term of the contract.

The Developer acknowledges that the Company shall or may in reliance of this agreement provide Developer access to trade secrets, customers and other confidential data and good will. Developer agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

4.5 Governing Law. This Agreement will be governed by the laws of the State of New York, notwithstanding any choice of law rules under New York State law to the contrary.

4.6 Jurisdiction. Each party hereby covenants to the jurisdiction and venue of the state and federal courts sitting in New York, New York, and each party waives any claim of *forum non conveniens* or similar objection to such jurisdiction and venue.

4.7 Waiver. No waiver of any provision of the Agreement will be effective unless in writing and executed by the party waiving its right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights under this Agreement.

4.8 Severability. If at any time during the term of this Agreement any provision of this Agreement proves to be or becomes invalid or unenforceable under any applicable law, then that provision will be deemed modified only to the extent necessary in order to render that provision valid and enforceable.


5. Termination

Either party may terminate this Agreement for any reason upon fourteen (14) days prior written notice.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

[COMPANY]

By: _____
Name: Kutu Shalev
Title: CEO


James Nadeau (Aug 7, 2014)
[DEVELOPER]

SCHEDULE A

STATEMENT OF WORK TO WORK FOR HIRE AGREEMENT

I This Statement of Work, attached as Schedule A to the Agreement between Company and Developer, shall be in effect as described in the Agreement and upon the execution of the Agreement. All capitalized terms herein shall have the same meaning as in the Agreement.

II Services

- a) Description of Services – Programming upon Request
- b) Location of Services – N/A
- c) Deliverables – As requested
- d) Estimated Start Date – See first page of contract
- e) Estimated Completion Date - Ongoing
- f) Company Responsibilities – payment as per terms
- g) Consultant Responsibilities – programming, support

Mode of payment – Monthly fixed, \$5000 a month, during the 3 month trial period, with the desired salary \$6000 to be discussed afterwards.

Where Developer is providing Deliverables under the Statement of Work, then payment for such Deliverables shall be due upon acceptance by Company after any relevant acceptance tests have been successfully completed.

i) Acceptance Criteria

Company may perform acceptance tests on the Deliverables provided by Developer under this Statement of Work. Developer will provide Company with all reasonable assistance and information which Company may require.

Within the time period set out above, Company shall inform Consultant in writing whether the Deliverable is accepted. Should the Deliverable not be accepted, Developer agrees to correct the deficiencies and deliver the correct Deliverable to Company. The acceptance time period shall be suspended from the time the Consultant is notified of an error and shall commence again upon delivery of the correction.

IN WITNESS WHEREOF, the parties intending to be legally bound, and abide by the mutual covenants set forth herein have executed this Statement of Work by their duly authorized representatives.

COMPANY

DEVELOPER

By: _____


James Nadeau (Aug 7, 2014)

Name: Kutu Shalev
Title: CEO

Vacation/Time Off

The way we came up with to assign vacations is to take a common sense approach. A work day is 8 hours. There are five workdays in a week. And each month ranges from 20-23 working days. And so a standard month is 160-184 standard hours.

We promise our clients that we will deliver at least 160 hours per month.

And so we require everyone to **deliver 160 hours per month**. Hours worked over that will give you up to 16 hours per month of Paid Time Off (PTO).

There are no given holidays. If you want any “regular date” (Dec. 25th or Jan. 1st, for example), you need to ask for those days off as PTO time. PTO expires at each year-end.

For taking the time, we will coordinate with your team and see if your vacations will affect client deliverables, and plan for them. We advise giving 1-2 months notice for vacations more than 2 days in a row.

We don't believe in overtime. If you need to work more than 8h /day on average, something is wrong. It's not sustainable. Plan properly and don't go over the 8h /day.

COMPANY

DEVELOPER

By: _____


James Nadeau (Aug 7, 2014)

Name: Kutu Shalev
Title: CEO