

**SOUND SWOOSH LLC**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACT AGREEMENT (this “**Agreement**”) is entered into between Sound Swoosh LLC, a Washington limited liability company (“**Sound Swoosh**”) and Melissa Hong, [14500 Admiralty Way I-202 Lynnwood, WA 98087], (the “**Contractor**”) (independently a “**Party**” and collectively the “**Parties**”). Once executed, this Agreement shall be effective as of the date of mutual execution (the “**Effective Date**”).

**RECITALS**

- A. Contractor provides programming/coding and related functions for the website and app Sound Swoosh from the beginning through beta testing.
- B. Sound Swoosh desires to hire the Contractor to code and troubleshoot as services.
- C. This Agreement is meant to establish the relationship between the Parties, but specific services and associated compensation will be detailed in separate, mutually agreed upon statements of work (each an “**SOW**”).

**AGREEMENT**

Given the recitals above, and for mutual consideration explained below, the Parties agree as follows:

1) Master Services Framework.

- a) Services. In a separate SOW, Sound Swoosh and Contractor intend to specify the services and deliverables provided by Contractor for Sound Swoosh (referred to as the “**Services**”).
- b) Agreement. This Agreement shall control the relationship of the Parties. The SOW shall be incorporated into this Agreement and become attached to this Agreement after each Party agrees to a SOW by signing the document. SOWs may explicitly amend or modify terms of this Agreement.
- c) Contacts. The points of contact for each Party, including invoicing and billing matters are:

<b>Sound Swoosh</b>	<b>Contractor</b>
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Name: Trey Aldridge Address: 709 191st St SW 98036 Phone: 702-971-7772 Email: <a href="mailto:trey_aldridge@yahoo.com">trey_aldridge@yahoo.com</a>	Name: Melissa Hong Address: 14500 Admiralty Way I-202 98087 Phone: 425-241-7192 Email: <a href="mailto:melissahong1@gmail.com">melissahong1@gmail.com</a>
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## 2) Compensation and Expenses.

- a) Payment and Delinquent Accounts. As full compensation for the Services and the rights granted to Sound Swoosh in this Agreement, Sound Swoosh shall pay the Contractor a fixed fee of \$20,000 and 3% ownership in Sound Swoosh. \$5k will be payable by 10/17/17, \$5k will be payable once the project is 50% complete and the remaining 50% will be paid upon completion of beta testing. And additional \$10k will be awarded if beta testing begins by the end of February 2018.
- b) Hard Costs and Expenses. Unless otherwise explicitly written in the SOW, Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of the Service, and in no event shall Sound Swoosh reimburse Contractor for any such costs or expenses. However, if the parties explicitly agree otherwise in the SOW, such hard costs and expenses as listed in the SOW will be repaid once an itemized invoice is received by Sound Swoosh.

## 3) Data and Confidentiality Responsibilities.

- a) Data, Ownership and License. Sound Swoosh shall provide Contractor with access to all Sound Swoosh data necessary for Contractor to perform the Services. **“Data”** means any data, information, or material, in any format, that Sound Swoosh may disclose or submit to Contractor. Sound Swoosh is the owner of all Data, whether currently in existence or created after the Effective Date. Sound Swoosh hereby provides a limited, revocable, nontransferable, and worldwide license of the Data to Contractor for the limited purposes of performing the Services.
- b) Non-Disclosure of Confidential Information. Each Party understands that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other Party. Both Parties agree not to disclose Confidential Information without prior written consent of the other Party, unless: (1) upon the order of any court or administrative agency; or (2) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests. Before disclosure is made under (1) or (2) above, the disclosing Party shall notify the Party who owns the Confidential Information of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Party who owns the Confidential Information), and the disclosing Party

shall use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the owner of the information when and if available. Both Parties shall reasonably protect Confidential Information from unauthorized disclosure.

- c) **“Confidential Information”** means any (1) information designated by the Parties as “Confidential”, whether orally or in writing; (2) technical and non-technical information related to the Parties current, future, and proposed products and Services, and a Party’s information concerning research, financial information, procurement requirements, customer lists, business forecasts, sales information and marketing plans; (3) Data; and (4) information that may be made known to Sound Swoosh and that Sound Swoosh has received from others that Sound Swoosh is obligated to treat as confidential or proprietary. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Confidential Information need not be marked as confidential at the time of disclosure to receive “Confidential Information” protection as required herein, rather all information disclosed that, given the nature of the information or the circumstances surrounding its disclosure reasonably should be considered as confidential, shall receive “Confidential Information” protection.
- d) Ownership and Return of Confidential Information. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, thumb drives, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor shall be the property of Sound Swoosh. Accordingly, within 5 days after any request by Sound Swoosh, the Contractor will destroy or deliver to Sound Swoosh (1) all Confidential Information in the possession of Contractor but owned by Sound Swoosh and (2) all materials in Contractor’s possession or control that contain or disclose any Confidential Information. Upon request of Sound Swoosh, Contractor will provide Sound Swoosh a written certification of compliance with this Section.

#### 4) Independent Contractor Relationship.

- a) Independent Contractor. Contractor is an independent contractor. Contractor shall not be entitled to any of the benefits that Sound Swoosh may make available to its employees, including without limitation group health or life insurance, profit sharing, or retirement benefits. Contractor is responsible for timely filing all tax returns and payments required to be made to any federal, state, or local tax authority with respect to the performance and receipt of fees under this Agreement. Contractor will maintain adequate records of expenses incurred during the course of performing the Services. No part of Contractor’s compensation will be subject to withholding by Sound Swoosh for the payment of any

social security, federal, state, or any other employee payroll taxes. Contractor shall be responsible for, and shall indemnify Sound Swoosh against, all such taxes or contributions, including penalties and interest. Sound Swoosh will regularly report amounts paid to Contractor by filing Form 1099MISC with the Internal Revenue Service as required by law.

- i) Sound Swoosh shall not control the manner or means by which Contractor or Contractor's employees or contractors perform the Services, included but not limited to the time and place Contractor performs the Services.
  - ii) Contractor shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services. Sound Swoosh shall provide Contractor with access to its premises and equipment to the extent necessary for the performance of the Services.
  - iii) To the extent Contractor performs any Services on Sound Swoosh's premises or using Sound Swoosh's equipment, Contractor shall comply with all applicable policies of Sound Swoosh relating to business and office conduct, health and safety, and use of Sound Swoosh's facilities, supplies, information technology, equipment, networks, and other resources.
  - iv) If, at any time, Contractor becomes financially dependent on Sound Swoosh, the Contractor shall provide notice to Sound Swoosh within 14 days so that corrective action may be taken and the relationship between Sound Swoosh and the Contractor can be redefined to comply with relevant law. Contractor acknowledges that failure to comply with this section may subject Sound Swoosh to financial damages and therefore constitute a material breach of this Agreement.
- b) No Partnership or Authority. The Parties intend that Contractor is an independent contractor, and nothing in this Agreement is intended to, or will be construed to, create any association, partnership, agency, joint venture, employment or similar relationship. Contractor has no authority (and shall not hold itself out as having authority) to bind Sound Swoosh and Contractor shall not make any agreements or representations on Sound Swoosh's behalf without Sound Swoosh's prior written consent.

5) Work for Hire.

- a) Deliverables as Work for Hire. Contractor agrees that the Services performed by Contractor hereunder shall be considered "works made for hire" as contemplated by the United States Copyright Act of 1976, as amended. Any copyrightable works, for example and without limitation publications, flyers, print, or online media (such as Facebook posts, tweets, etc.), products, or other information created in performance of the Services (collectively, the "**Deliverables**") shall be the exclusive property of Sound Swoosh. If for any reason the Deliverables or any part thereof shall be deemed not to be a work for hire

commissioned by Sound Swoosh, then the Contractor hereby sells, transfers, and assigns all rights, ownership, and interest including copyrights and any other intellectual property right in and to the Deliverables to Sound Swoosh, and if for any reason such Deliverables cannot be so assigned, Contractor hereby grants Sound Swoosh an irrevocable, perpetual, royalty-free, fully-paid up, exclusive, worldwide license to the Deliverables for any purpose.

- i) Moral Rights. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as “moral rights” (collectively, “**Moral Rights**”). Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.
- ii) Further Actions. Upon the reasonable request of Sound Swoosh, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Sound Swoosh to prosecute, register, perfect, record, or enforce its rights in any Deliverables. In the event Sound Swoosh is unable, after reasonable effort, to obtain Contractor’s signature on any such documents, Contractor hereby irrevocably designates and appoints Sound Swoosh as its agent and attorney-in-fact, to act for and on its behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Deliverables with the same legal force and effect as if the Contractor had executed them. Contractor agrees that this power of attorney is coupled with an interest.
- iii) Pre-existing Material. Notwithstanding anything in Section 5, to the extent that any of Contractor’s pre-existing materials are contained in the Deliverables, Contractor retains ownership of such preexisting materials and hereby grants to Sound Swoosh an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. Sound Swoosh may assign, transfer, and sublicense such rights to others without Contractor’s approval.
- iv) Contractor’s Employees. Contractor shall require each of its employees and contractors to execute written agreements securing for Sound Swoosh the rights provided for in this Section 5 prior to such employee or contractor providing any Services under this Agreement.
- v) No License to use Deliverables. Sound Swoosh expressly does not provide Contractor any license or rights to use and display the Deliverables for any purpose. Contractor acknowledges that such prohibition includes promotional use in a portfolio, presentation, or personal marketing campaign that may display Deliverables via print

and online media for purposes of demonstrating prior work product to potential new clients. Such use will be considered a disclosure of Confidential Information as defined at Section 3.

6) Warranties and Representations.

a) Contractor Warranties and Representations. Contractor represents and warrants to Sound Swoosh that:

- i) Contractor has the right to enter into this Agreement, to grant the rights granted herein, and to perform in full all of its obligations in this Agreement;
- ii) Contractor's performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- iii) Contractor has the required skill, experience, and qualifications to perform the Services; Contractor shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services; and Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- iv) Contractor shall perform the Services in compliance with all applicable federal, state, and local laws and regulations; and
- v) All Deliverables are and shall be Contractor's original work (except for material in the public domain or provided by Sound Swoosh) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

b) Sound Swoosh's Warranties and Representations. Sound Swoosh warrants and represents that it has the right, title and authority to enter into this Agreement.

7) Indemnification. Contractor agrees to indemnify, save and hold Sound Swoosh—and Sound Swoosh's employees, contractors, owners, and agents—harmless from and against any and all losses, expenses (including, but not limited to, payroll and income taxes and attorneys' fees) and damages arising from any third party claims, demand, proceedings or actions that are the result of Contractor's willful misconduct, gross negligence, or material breach of this Agreement, including without limitation a breach of Section 6 (Warranties and Representations).

8) Term and Termination.

a) Term. The term of this Agreement shall commence as of September 27, 2017, the Effective Date, and shall continue until the Services are completed or until cancelled as

explained below (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between the Parties.

- b) Cancellation by Sound Swoosh. Sound Swoosh may terminate this Agreement without cause upon 30 days’ written notice to the Contractor. In the event of termination pursuant to this clause, Sound Swoosh shall pay Contractor on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such notice.
- c) Mutual Termination. If the other Party materially breaches this Agreement, Contractor or Sound Swoosh may terminate this Agreement, effective immediately upon written notice to the other Party of this Agreement.
- d) Survival. Upon cancellation or termination those provisions that by their nature are intended to survive termination, shall survive termination. Without limiting the generality of the foregoing sentence, the definitions contained in this Agreement and the rights and obligations contained in this Section and Section 2(b) (Expenses and Hard Costs); 3 (Contractor Data and Confidentiality); 4 (Independent Contractor); 7 (Indemnification); and 9 (General Provisions) will survive any termination of this Agreement.

9) General Provisions.

- a) Arm’s Length Transaction. The Contractor certifies that it (1) has had the opportunity to obtain separate and independent counsel of its own choosing prior to executing this Agreement and has either exercised or waived such right; (2) has had an opportunity to negotiate terms under this Agreement; and (3) agrees that any ambiguities shall not be construed against either Party.
- b) Non-Solicitation. Contractor agrees that during the Term of this Agreement and for a period of 6 months following the termination or expiration of this Agreement, Contractor shall not make any solicitation to employ Sound Swoosh’s personnel without written consent.
- c) Non-compete. Contractor agrees to not compete or engage in any business that competes, either directly or indirectly, with Sound Swoosh for a period of 3 years after the completion of the SOW of this Agreement within 5 miles of Sound Swoosh’s principal office.
- d) Successors and Assigns; Subcontractors. Sound Swoosh may freely assign its rights and obligations under this Agreement at any time. Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Sound Swoosh’s prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Upon prior written consent by Sound Swoosh, Contractor may subcontract its

Service obligations under this Agreement so long as any contractors agree to follow Contractor's obligations under this Agreement, including without limitation the obligation of confidentiality described at Section 3 (Data and Confidentiality). Subject to the foregoing, this Agreement will be for the benefit of Sound Swoosh's successors and assigns, and will be binding on Contractor's successors and assigns.

- e) Amendment. This Agreement and any SOW may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
- f) Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows: (1) by personal delivery, when actually delivered to the persons in the signature block below; (2) by overnight courier, upon written verification of receipt; (3) by facsimile transmission or electronic transmission, upon acknowledgment of receipt of electronic transmission; or (4) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth in the signature block below or to such other address as either Party may provide in writing.
- g) Governing Law; Forum. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of Washington. The Parties consent to the exclusive personal jurisdiction of the federal and state courts located in King County, Washington, as applicable, for any matter arising out of or relating to this Agreement.
- h) Dispute Resolution. The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement informally amongst themselves or through formal mediation. If the Parties cannot resolve a conflict amongst themselves, then the matter shall be resolved by binding arbitration. Arbitration will be before a single arbitrator that Contractor elects from a list of 3 arbitrators provided by Sound Swoosh. Arbitration will be performed under the rules adopted by the American Arbitration Association at the time a claim is filed with an arbitrator. Arbitration will take place in Seattle, Washington. An arbitration judgment may be entered into and enforced by a court of competent jurisdiction, which judgment shall include the costs and attorneys' fees for the prevailing Party at arbitration.
- i) Attorneys' Fees. If a Party seeks to enforce its rights under this Agreement through legal proceedings including arbitration, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, attorneys' fees.
- j) Force Majeure. In the event of a delay caused by inclement weather, fire, flood, act of God, terrorist act, earthquake or any other cause beyond the control of the Parties, the Party or Parties so affected shall be excused from performance hereunder for the period of time attributable to such delay, provided that such affected Party uses reasonable



efforts to overcome such delay. In the event of any such delay, the Parties may revise this Agreement by changing the performance period and other provisions, as appropriate by mutual written agreement, or if an event of force majeure continues for 30 days, the disadvantaged party may terminate this Agreement upon 5 business days' notice unless the event is resolved within such notice period.

- k) Severability. If an adjudicator holds that any provision of this Agreement is illegal, invalid, or unenforceable then (1) that provision will be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (2) this Agreement's remaining provisions shall not be affected.
- l) Waiver; Modification. If a Party waives any term, provision or breach of this Agreement, such waiver will not be effective unless it is in writing and signed by the other Party. No waiver by a Party of a breach of this Agreement will constitute a waiver of any other or subsequent breach by the other Party. This Agreement may be modified only by the Parties' mutual written agreement.
- m) Entire Agreement. This Agreement, together with any other documents or exhibits incorporated herein by reference, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, whether written or oral.
- n) Counterparts; Electronic Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Having read and understood the above Agreement, and by evidencing their intent to be bound by signing below, the Parties hereby execute this Agreement effective on the Effective Date.

**SOUND SWOOSH, LLC**

CONTRACTOR: MELISSA HONG

By: Trey Aldridge

By:

Its: CEO

Its: Programmer

Date: September 27, 2017

Date: September 27, 2017

Notice Address:  
709 191st St SW Lynnwood, WA 98036

Notice Address:  
14500 Admiralty Way I-202 Lynnwood,  
WA 98087

SS# 625306627



## STATEMENT OF WORK (“SOW”)

### PROJECT

This Statement of Work is in connection with Sound Swoosh. This Statement of Work is entered into under that certain Independent Contractor Agreement dated September 27, 2017 between Sound Swoosh and Melissa Hong. By this reference, this Statement of Work shall become integrated with, and become governed by, the Independent Contractor Agreement.

### SCHEDULE OF WORK

The work will commence on **September 27, 2017** and shall be completed by March 31, 2018.

### SCOPE OF WORK

Contractor (herein referenced as Contractor) shall render such services for Sound Swoosh (herein referenced as “SS”) including, without limiting the generality of the foregoing:

Events Responsibilities	Services	Timeframe
<b>Planning Meetings</b>	<b>Deliverables:</b> <b>Tasks:</b>	
<b>[Project Name]</b>	<b>Deliverables:</b> 25 pages of code written for _____ on Sound Swoosh mobile app and website. <b>Tasks:</b>	3 weeks
<b>[Mile Stone/  (“50%”) /Project Name]</b>	<b>Deliverables:</b> <b>Tasks:</b>	



## FEE SCHEDULE AND TERMS

### PROJECT BASED PAYMENTS

Following are installment payments due upon completion of the milestone or installment date.

Project 1	Service B		Total
\$5,000	\$5,000	\$10,000	\$20,000

IN WITNESS WHEREOF, the parties have executed this SOW by their duly authorized representatives.

**SOUND SWOOSH, LLC**

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:

Address: