



Seven Jets Games  
Santa Monica, Ca. 90401  
info@sevenjetsgames.com

Date: 1/28/16

Ian Ford

Dear Ian:

This letter agreement ("Agreement") is entered into as of the Effective Date by and between Seven Jets Games, Ltd. ("SEVEN JETS GAMES") and ("Contractor") and describes the mutual agreement of the parties in connection with Contractor's provision of certain services and deliverables to SEVEN JETS GAMES, as more fully set forth herein. In consideration of the mutual covenants, understandings and agreements hereinafter set forth, the parties hereby agree as follows:

1. SERVICES.

a. **During the Term (as defined below), Contractor agrees to provide certain services and Deliverables to SEVEN JETS GAMES, as fully described on Exhibit A** attached hereto (collectively, the "Services"). For ease of reference, any and all deliverables, information, data, reports, graphics, audio-visual, text, programming, code, analysis and/or other items and materials, tangible or intangible, specified and required to be provided by Contractor to SEVEN JETS GAMES pursuant to this Agreement, including the Work Product (as defined below), shall be collectively referred to as "Deliverables".

b. **Contractor agrees to perform such Services at such locations that are approved by SEVEN JETS GAMES, at such times as are agreed upon by Contractor and SEVEN JETS GAMES as detailed in Exhibit A. Further, Contractor agrees to develop and deliver to SEVEN JETS GAMES all of the Services and Deliverables described on Exhibit A** in accordance with the applicable design, development, functional, and operating parameters, criteria, specifications and other requirements set forth or otherwise referred to in this Agreement. The acceptability of any specific Deliverable shall be based on SEVEN JETS GAMES's good faith satisfaction or dissatisfaction with the applicable Deliverable, consistent with the requirements set forth herein. If any Deliverable is not acceptable, SEVEN JETS GAMES shall notify Contractor and Contractor shall, at no additional cost, promptly correct the deficiencies. Subject to meeting the standards of SEVEN JETS GAMES, the Contractor shall have control and discretion over the means and manner of performance of the services in achieving the result of the work to be performed. The Contractor shall supply all necessary equipment, materials and supplies and shall not rely on the equipment or offices of SEVEN JETS GAMES for completion of the services to be performed pursuant to this Agreement.

2. CONSIDERATION. In consideration for the Services and Deliverables properly provided and delivered as required hereunder, **SEVEN JETS GAMES shall compensate Contractor the applicable fees and charges specified in SEVEN JETS GAMES and Contractor written (digital [email, text message, whatsapp, skype]) agreement.** All invoices shall be in a form reasonably acceptable to SEVEN JETS GAMES. Any disputed amounts shall not affect payment of undisputed amounts. Except as specifically agreed upon and approved by SEVEN JETS GAMES in writing, the Fees represent fully loaded costs and expenses and SEVEN JETS GAMES shall not be required to reimburse Contractor for any additional costs or expenses Contractor incurs in performing services and/or complying with its obligations hereunder.

3. TERM AND TERMINATION.

a. The term of this agreement shall **commence on the Effective Date and continue until terminated in writing by SEVEN JETS GAMES ("Term").**

- b. If Contractor is found in breach the Agreement shall be terminated. **Breach includes but is not limited to failing to execute delivery of the Deliverable or failing to be available during the agreed upon times of the Agreement as stated in Exhibit A.**

#### 4. TRANSFER OF RIGHTS.

a. Contractor agrees to transfer all rights and ownership to SEVEN JETS GAMES. Such rights apply to goods, services, information, intellectual property, works, literary works, work product, and all other materials and items, tangible or intangible, created and/or developed as a result of or in connection with this Agreement, whether as individual items or as combinations of components, whether or not jointly developed with others and whether or not completed, including all inventions, discoveries, improvements, concepts, ideas, research, drafts, notes, and data, together with all intellectual property rights appurtenant thereto (collectively, "Work Product").

b. **All Work Product shall be deemed to be "works made for hire" (as that term is used and construed under the Copyright Act of the United States or any similar or analogous law or statute of any other jurisdiction) and made in the course of services rendered to SEVEN JETS GAMES, belonging exclusively to SEVEN JETS GAMES.** In the event and to the extent that exclusive title and/or ownership rights may not or do not originally vest in SEVEN JETS GAMES as contemplated hereunder, Contractor hereby agrees to irrevocably assign, transfer and convey to SEVEN JETS GAMES all right, title and interest therein and shall give SEVEN JETS GAMES, and any SEVEN JETS GAMES designee, all reasonable assistance and execute all documents necessary to assist and/or enable SEVEN JETS GAMES to perfect, preserve, register and record its rights in and to such Work Product. SEVEN JETS GAMES shall have the sole and exclusive right to obtain, hold and renew, in its own name and for its own benefit, all applicable intellectual property and proprietary right protections (e.g., patents, copyrights, service marks, trademarks, etc.) and all applications and registrations therefor. Contractor hereby irrevocably appoints SEVEN JETS GAMES as its attorney-in-fact, coupled with an interest, to execute and file any such documents in Contractor's name. For the avoidance of doubt, Contractor may not use the Work Product for any purpose other than performing Contractor's obligations hereunder solely for the benefit of SEVEN JETS GAMES in accordance with the terms and conditions of this Agreement. Any and all Work Product shall be promptly delivered to SEVEN JETS GAMES at any time upon request by SEVEN JETS GAMES.

c. If Contractor has any rights to the Work Product that cannot be provided as described above, including any moral rights, droit moral or similar rights in connection therewith, Contractor unconditionally and irrevocably (i) waives the enforcement of such rights, and all claims and causes of action of any kind against SEVEN JETS GAMES, its affiliates, agents, representatives, customers, licensees and end users with respect to such rights, and agrees, at SEVEN JETS GAMES's request and expense, to consent to join in any action to enforce such rights, or (ii) in the case where such rights cannot be assigned or waived, grants to SEVEN JETS GAMES, during the term of such rights, an irrevocable, perpetual, worldwide, sublicensable, exclusive, fully-paid up and royalty-free license to reproduce, create derivative works, distribute, transmit, publicly perform, publicly display, and otherwise exploit by all means now known or hereafter known or developed, without accounting, notification, compensation, credit or other obligation to Contractor or any third party.

#### 5. REPRESENTATIONS AND WARRANTIES; LIMITATION OF AUTHORITY.

a. **Contractor warrants and represents that:** (i) it has full right, power, and authority to enter into this Agreement and to perform the Services and grant the rights specified herein, (ii) it shall comply with all applicable federal, state and local laws, rules and regulations in performing its obligations under this Agreement, (iii) it has obtained or shall obtain and maintain all rights, licenses, consents and authorizations necessary to perform its obligations and adhere to the all of the terms and conditions set forth in this Agreement, (iv) the Services, Deliverables and any and all other information, content, products, services and materials provided by or through Contractor hereunder (collectively, "Materials") shall conform to, perform and be provided in accordance with the applicable design, development, functional, and operating parameters, criteria, specifications and other requirements set forth or otherwise referred to in this Agreement and Contractor shall promptly correct and repair, at no cost to SEVEN JETS GAMES, any failure, defect, or malfunction that prevents the same from conforming, performing or being provided as required by SEVEN JETS GAMES hereunder and (v) the Materials and SEVEN JETS GAMES's, its affiliates', customers', licensees' and/or end users' access to and use thereof do not and shall not violate any applicable laws, rules or regulations or infringe, misappropriate or violate the intellectual, proprietary or other rights of any third party.

b. **Contractor agrees to sign all Non-Disclosure Agreement, Confidentiality Agreements or similar agreements** as requested by SEVEN JETS GAMES customers/clients from time to time related to accepted projects, and Contractor agrees to abide by the terms in those signed agreements.

c. **Contractor hereby acknowledges and agrees that it has no authority to make any representations, commitments, bind or enter into any agreements on behalf of SEVEN JETS GAMES**, and Contractor agrees not to represent to any third party that it has such authority.

6. **RELATIONSHIP TO THE PARTIES.** Contractor hereby specifically agrees and acknowledges that it is entering into this Agreement as an independent contractor and not as an employee of SEVEN JETS GAMES and, therefore, shall not become entitled, by virtue of this Agreement or providing Services, to any benefits offered by SEVEN JETS GAMES or its affiliates to employees, including by not limited to unemployment benefit rights. Contractor shall be responsible for all taxes (including without limitation, income, employment or other taxes) that may be related to its business and the provision of the Services and Deliverables in accordance with applicable laws, rules and regulations, and Contractor specifically indemnifies and hold harmless SEVEN JETS GAMES, its affiliates and representatives in the event that any such taxes or liabilities are assessed against them or any of them. Contractor shall comply with all of SEVEN JETS GAMES's standards and procedures when working on-site at SEVEN JETS GAMES's offices, including without limitation standards and procedures relating to security.

7. **CONFIDENTIALITY.** All materials, data and information furnished or prepared by Contractor or furnished, prepared or otherwise made available by SEVEN JETS GAMES in connection with any services or work rendered hereunder, including the Work Product ( "SEVEN JETS GAMES Confidential Information"), which Contractor may become aware of while performing Services under this Agreement, including, without limitation SEVEN JETS GAMES financial, sales and marketing, and product development information shall be deemed and held confidential by Contractor and shall only be used by Contractor in connection with the performance of the Services. In addition, the existence of this Agreement shall be considered SEVEN JETS GAMES Confidential Information. Contractor agrees that it will not use, publish, disseminate, or otherwise disclose any SEVEN JETS GAMES Confidential Information. Contractor agrees to return all SEVEN JETS GAMES Confidential Information, including, without limitation, written materials (and any copies thereof) provided to Contractor by SEVEN JETS GAMES or containing any SEVEN JETS GAMES Confidential Information, promptly after the termination of this Agreement.

8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold SEVEN JETS GAMES, its affiliates, and their respective directors, officers, employees, agents and assigns, harmless, at his own cost and expense, from and against any and all liabilities, claims, losses, damages, causes of action, injuries, costs and expenses, including reasonable attorneys' fees and costs, judgments and any amounts paid in any settlement (collectively, "Action") arising out of or in connection with any actual or alleged (a) breach of any of Contractor's representations, warranties, and covenants set forth herein, including any claims or actions for personal injury or property damage arising out of Contractor's provision of the Services and (b) negligence or intentional or willful misconduct of Contractor. Contractor shall reimburse SEVEN JETS GAMES for its reasonable costs and expenses incurred in connection therewith.

9. **NON-SOLICITATION; NOTIFICATION OF COMPETITION.**

a. **During the Term**, Contractor agrees not to, directly or indirectly, on its own behalf or on the behalf of another person or entity, (i) hire or solicit to hire for employment, any present or future employee or agent of SEVEN JETS GAMES or affiliate of SEVEN JETS GAMES and/or (ii) solicit the business of any customer of SEVEN JETS GAMES, or affiliate of SEVEN JETS GAMES, in order to provide services to such entity and/or induce any customer of SEVEN JETS GAMES, or affiliate of SEVEN JETS GAMES, to withdraw, curtail or cancel its business with SEVEN JETS GAMES or an affiliate of SEVEN JETS GAMES.

b. Unless disclosed to SEVEN JETS GAMES and agreed to in writing, during the Term, Contractor agrees not to, directly or indirectly, on its own behalf or on the behalf of another person or entity, perform the same, or substantially the same, services (as provided herein) for an SEVEN JETS GAMES customer/client. The term "Competitive Services and Products" shall mean any and all products and services that are the same as, or which are competitive with, products or services that were under development, manufactured or sold by SEVEN JETS GAMES or an affiliate of SEVEN JETS GAMES as of the expiration or termination of the Term.

10. GOVERNING LAW AND JURISDICTION; MODIFICATIONS; WAIVER. The parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and, if the jurisdictional prerequisites exist, the U.S. District Court for the Southern District of New York, with venue in New York City, over any action, suit, or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York and may not be modified except by a writing executed by both parties. A waiver of any breach shall not be construed as a waiver of any subsequent breach.

11. PUBLICITY; PRESS RELEASES. Contractor shall not be entitled to (a) use the name, service or trademarks, logos or otherwise identify or refer to SEVEN JETS GAMES or SEVEN JETS GAMES customers/clients in any press releases, publications, reports, studies, publicity, marketing or promotional material or (b) represent, directly or indirectly, that any product or any service provided by Contractor has been used, approved or endorsed by SEVEN JETS GAMES without the prior, express, prior written approval of SEVEN JETS GAMES in each instance. Contractor agrees not to post the Deliverables or Work Product on any public forum (Internet or otherwise) without the express written permission of SEVEN JETS GAMES.

12. ENTIRE AGREEMENT. This Agreement, together with the exhibits hereto, sets forth the entire agreement between the parties and supersedes all prior written or oral representations or understandings between the parties with respect to the subject matter hereof. This Agreement shall not be binding on SEVEN JETS GAMES until it is fully executed and delivered.

If the terms and conditions of this Agreement fully and completely set forth our understanding, please indicate your acceptance by signing in the space provided below and return two signed copies of this Agreement to SEVEN JETS GAMES.

Very truly yours,

SEVEN JETS GAMES

ACCEPTED BY AND AGREED TO:

sign: Max Randall  
Name: Max Randall  
Title: Director of Operations

sign: Ian Ford  
Name: Ian Ford  
Title: \_\_\_\_\_