AGREEMENT FOR SERVICE

THI	IS AGREEMENT FOR SI	ERVICE (this "Agreement") dated this	<u>2nd</u>	day
of_	<u>August</u>	, 2016 BETWEEN		

EFFI GOLDMAN

(the "Client")

OF THE FIRST PART

- AND -

GEEKY PIXEL

(the "Independent Contractor, "IC")

OF THE SECOND PART

Background

The Client is of the opinion that the Independent Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

The Independent Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

The Client hereby agrees to engage the IC to provide the Client with services consisting of design and/or development for the project (the "Services").

The IC hereby agrees to provide such Services to the Client including:

Design and develop a website for EFFI GOLDMAN.

Parameters and concept: Develop an e-commerce website that will allow Client to sell mobile phone accessories from her inventory. The website will also have an accompanying custom built control panel that will allow Client to manage the inventory of Two stores and One warehouse. Client will be able to see totals, manage details, add and delete products and availability. QR scanner will also be included, the functionality of which is TBD at the time of writing this document. Standard assumptions of usual QR code functionality are considered by this document.

Access will be given to Client upon launch of website to a custom built Content Management System (CMS) to add and update product listings.

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will remain in full force and in effect until project is completed on or before 9/6/2016. Geeky Pixel is not responsible for delays in the project due to client unresponsiveness or lack of preparation the client's part. Client agrees to expedite any requests for content such as photography, product pricing and listing, inventory counts, etc.

Client agrees to be available for approvals meetings and will authorize milestones such as layout and functionality approvals via a signature and initial on a document logging the approval.

Performance

The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

For the services rendered by the IC as required by this Agreement, the Client will pay to the Service Provider compensation amounting to \$2000.

This compensation will be paid in stages based upon completed milestones as follows:

50% of total project fee is due upon signing of this document (\$1000) on 8/2/2016. The remainder of the project fee will be paid upon delivery of website on 9/6/2016.

Provision of Extras

The Client agrees to provide, for the use of the IC in providing the Services, the following extras: Any and all materials and information, including passwords, stock photography purchased, web content, and creative requested by IC. Client is also to provide a listing of all products to be displayed on the website including but not limited to: names, descriptions, photos, inventory counts and prices. Geeky Pixel is not responsible for delay of launch due to a lack of provided product information.

Confidentiality

The IC agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which the IC has obtained, except as may be necessary or desirable to further the business interests of the Client. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

Other than with the express written consent of the Client, which will not be unreasonably withheld, the IC will not, during the continuance of this Agreement or within 3 months after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the business operations of the Client, divert or attempt to divert from the Client any business the Client has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

The IC agrees that during the term of this Agreement and for a period of 3 months after the termination of the Agreement, the IC will not in any way directly or indirectly induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client otherwise interfere with or disrupt the Client relationship with its employees or other service providers; discuss employment opportunities or provide information about competitive employment to any of the Clients employees or other service providers; or solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Client.

Return of Property

Upon the expiry or termination of this Agreement, the IC will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

<u>Assignment</u>

The IC will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The IC and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Worker's Compensation

Client shall not obtain worker's compensation insurance on behalf of Contractor. Client shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Indemnification

IC will indemnify and hold the Client harmless from any claims against the Client by any other party, arising directly or indirectly out of the provision of the Services by the IC.

Enurement

This Agreement will endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Nevada, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to final and binding arbitration in accordance with the laws of the State of Nevada. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Nevada.

Serveability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of

any subsequent breach of the same or other provisions.

Professional Conduct

IC and Client agree to conduct themselves in a professional manner throughout the terms of this agreement. Geeky Pixel reserves the right to terminate this agreement for reasons pertaining to client disorganization, disrespect, unnecessary delay by The Client, or a changing scope/moving target.

<u>Approvals</u>

The Client agrees to meet in person to approve submitted deliverables. The Client will provide a written signature approval at each milestone or will provide instructions of edits to be made with an accompanying signature. All edits and revisions must be within the original agreed upon scope or will be subject to regular studio hourly rates of \$125 per hour.

<u>Bugs</u>

From time to time certain software that interacts with the website such as web browers, operating systems, etc may be upgraded and become incompatible with the website or cause bugs and glitches. Geeky Pixel will attempt to future proof the website as reasonable. The Client acknowledges that IC is not responsible for unforeseeable situations that may cause malfunction.

Third Party Fees

The Client agrees to pay all third party fees associated with web hosting, payment processing, or any other necessary infrastructure to power the website.

Additional Provisions

Intellectual Property Ownership: IC assigns to Client all patent, copyright, trademark and trade secret rights in anything created or developed by IC for Client under this Agreement.

IN WITNESS WHEREOF

the p	arties have duly	executed this Service Agreement <u>2nd</u> d	lay
of	AUGUST	2016.	

Print Name:

Effi Goldman

(Authorized Agent thereof)

Peter Menocal

Geeky Pixel