

## Work for Hire Agreement

1. Vite LLC, a New York limited liability company, (hereinafter "COMPANY") has commissioned Steven Grutman ("Contributor") to prepare or provide the following material: **[Build Vite's networking application as specified by the UI/UX designs and engage in company related decisions pertaining to the application's functionality]** (the "Material").

2. In consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Material, upon its creation, shall automatically and irrevocably, and throughout the world, be and remain the sole and exclusive property of COMPANY as a work-made-for-hire under the copyright laws of the United States and all other nations. In the event that such Material is deemed or held, in any nation and for any reason, not to constitute a work-made-for-hire, then it is agreed that Contributor irrevocably and unconditionally assigns, as of the time of the creation of the Material, all right, title and interest in and to such Material to COMPANY.

3. COMPANY shall have the right to secure copyright and/or trademark registrations for or incorporating the Material, in COMPANY's name, throughout the world, with Contributor's assistance and cooperation. COMPANY shall have the exclusive right to use the Material, and to authorize others to do so, for any and all uses, in any and all media, and by any and all means, formats and technologies, whether now known or hereafter developed, throughout the world, in perpetuity, and without further compensation or consideration of any kind to Contributor or to any other party.

4. COMPANY shall have the right to adapt, crop, enhance, change, revise, edit, or destroy the Material, for any and all uses, and to use or not use the name of Contributor, in COMPANY's sole and unfettered discretion. Contributor hereby consents to all of the aforesaid uses and changes, and assigns and waives any "droit moral" or "moral rights" (including, but not limited to, any rights of attribution or integrity) with respect to the Material and such uses and changes.

5. Contributor shall neither have the right to copy, reproduce, or otherwise use, in any manner whatsoever, the Material, nor authorize another to do any of the same, without the prior express written consent of COMPANY, or its designee. Any such unauthorized use or authorization by Contributor shall constitute a breach of this Agreement, and Contributor shall be liable for all damages, attorney's fees, and irreparable harm resulting therefrom, and agrees to the issuance of injunctive relief, temporary, preliminary and permanent, in the event of any such breach or threatened breach. The manager of COMPANY will retain full voting rights.

6. Contributor represents and warrants that the Material has originated and has been created solely by him/her, and does not infringe any right of, or violate any fiduciary or other obligation to, any other person or entity. Contributor also represents and warrants that (1) the work has not previously been published in whole or in part, in any form, format, or media; (2) he/she has not previously sold, assigned, licensed, pledged or otherwise encumbered the Material; (3) he/she has the full power to enter into this Agreement; and (4) the Material is not defamatory, scandalous, libelous, or unlawful. Contributor covenants that he/she shall defend, compensate, indemnify, and hold COMPANY harmless for any loss, judgment, damage or expense, including attorney's fees, arising from or related to any breach or threatened or alleged breach by Contributor of this Agreement, or Contributor's representations, warranties or covenants hereunder.

7. This Agreement sets forth the entire understanding between Contributor and COMPANY with respect to the Material and supersedes any and all prior agreements or understandings regarding the Material, and may be modified or waived only by a writing signed by the party to be charged thereby. All rights possessed by COMPANY, and all representations, covenants and warranties of Contributor under this Agreement, shall run to the benefit of COMPANY, its successors, assignees, agents and licensees. In the event this Agreement is executed by an agent on Contributor's behalf, the agent hereby represents and warrants that he/she has the full authority from Contributor to bind Contributor to the terms and conditions hereof. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof, and such invalid or unenforceable term shall be modified and enforced as closely as possible to its present reading. This Agreement shall in all respects be construed according to, and shall be governed by, the laws of the State of New York with respect to a contract entered into and to be fully performed therein, and the courts of New York County within the State of New York shall have exclusive jurisdiction over any claims arising under or relating to this Agreement.

8. The contributor will receive 30% of ownership of Vite LLC if, and only if, he creates an application that functions the way specified in the UI/UX and looks like the designs in the UI/UX psd files.

### THE CONTRIBUTOR

Signature: Steven Grutman

Print Name: Steven Grutman

S.S. #: \_\_\_\_\_

Date: 1/30/2017

### VITE LLC

Signature: Cole Pergament

Print Name: Cole Pergament

Title: Manager

Date: 1/30/17