

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of April 24<sup>th</sup>, 2012 (the "Effective Date") by and between AppFirst, Inc., a Delaware corporation, having a principal place of business at 6 W 14<sup>th</sup> St, Suite 4E, New York, NY 10011 (the "Company"), and Tanvi Nabar with an address at 55 River Dr. S, Apt 312, Jersey City, NJ 07310 ("Consultant").

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant and Company, intending to be bound, do hereby agree as follows:

1. Services. Consultant shall perform the services (the "Services") for the Company as set forth on Schedule A annexed hereto and made a part hereof.

2. Compensation.

2.1 Consulting Fees. Consultant shall be entitled to receive compensation for the Services at the rate set forth on Schedule A annexed hereto.

2.2 Expenses. The Company shall also reimburse Consultant for all pre-approved travel and other reasonable documented out-of-pocket expenses incurred in connection with the performance of the Services, in accordance with such procedures and policies as the Company may establish from time to time.

3. Independent Contractor Relationship. Consultant's relationship with the Company is that of an independent contractor, and nothing in this Agreement is intended, or should be construed, to create any partnership, agency, joint venture or employee relationship. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes. The Company will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law and/or make such other reports as deemed necessary or appropriate by the Company under applicable laws.

4. Intellectual Property Rights.

4.1 Disclosure and Assignment of Intellectual Property.

(a) Intellectual Property. "Intellectual Property" includes any and all new or useful art, discovery, improvement, technical development, or invention, whether or not patentable and all related know-how, methodologies, processes, designs, mask works, trademarks, formulae, processes, fulfillment techniques, trade secrets, ideas, software or other copyrightable or patentable work, that Consultant, solely or jointly with others, makes, conceives or reduces to practice within the scope of Consultant's work for the Company under this Agreement.

(b) Disclosure and Ownership of Intellectual Property. Consultant agrees to promptly disclose any Intellectual Property to the Company. All inventions, trade secrets, works of authorship and other Intellectual Property created by Consultant, in part or in whole, during and in connection with its engagement as a consultant with the Company, using Company resources and related to the actual or communicated prospective businesses or interests of the Company, shall be owned exclusively by the Company. Consultant agrees to execute and deliver promptly, at the Company's sole expense, necessary assignments and other documents requested by the Company to confirm the Company's ownership of such Intellectual Property. Consultant hereby waives any and all moral rights it may have in such Intellectual Property. Consultant agrees that any inventions, products, processes, apparatus, designs, improvements, or business related suggestions and information, conceived, discovered, made or developed by Consultant, solely or jointly with others, after termination of this Agreement that are based solely on the Company's trade secrets or Confidential Information shall belong to the Company and Consultant hereby assigns any and all rights in such items to the Company. Upon the Company's request, Consultant promptly will disclose to the Company all material inventions, trade secrets, works of authorship and other Intellectual Property created by Consultant resulting from the Services.

(c) Assistance. Consultant agrees to assist the Company in any reasonable manner to obtain and enforce for the Company's benefit patents, copyrights and other property rights in any and all countries, and Consultant agrees to execute, when requested, patent, copyright or similar applications and assignments to the Company and any other lawful documents deemed necessary by the Company to carry out the purpose of this Agreement. In the event that the Company is unable for any reason to secure Consultant's signature to any document required to apply for or execute any patent, copyright or other applications with respect to any Intellectual Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and in Consultant's behalf and instead of Consultant, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works or other rights thereon with the same legal force and effect as if executed by Consultant.

#### 4.2 Confidential Information

(a) Consultant's Acknowledgments. Consultant acknowledges (i) that Consultant's relationship with the Company places Consultant in a position of confidence and trust with the operations, customers and employees of the Company, through which, among other things, Consultant may obtain Confidential Information in which the Company has substantial proprietary interests; (ii) that this Confidential Information policy is necessary in order to protect and maintain such proprietary interests and the other legitimate business interests of the Company; (iii) that the Company would not have retained Consultant unless such covenants were included herein; and (iv) that any breach or threatened breach of this Policy will cause irreparable harm to the Company for which a remedy at law is inadequate and that in the event of such a breach or threatened breach, the Company shall be entitled to injunctive and other equitable relief. Consultant also acknowledges that the business of the Company presently extends throughout the United States and worldwide, and accordingly, it is reasonable that the restrictive covenants set forth above are not more limited as to geographic area than is set forth herein. Consultant also represents that the enforcement of such covenants will not prevent Consultant from earning a livelihood or impose an undue hardship on Consultant.

(b) Definition of Confidential Information. “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, methodologies, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company, its suppliers and customers, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, fulfillment, customer lists, business forecasts, sales and merchandising and marketing plans and information. “Confidential Information” also includes proprietary or confidential information of any third party who may disclose such information to the Company or Consultant in the course of the Company’s business.

(c) Nondisclosure and Nonuse Obligations. Consultant will use the Confidential Information solely to perform the Services for the benefit of the Company. Consultant agrees that Consultant shall treat all Confidential Information of the Company with the same degree of care as Consultant accords to Consultant’s own Confidential Information, and Consultant represents that Consultant exercises reasonable care to protect Consultant’s own Confidential Information. Consultant will immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. Consultant agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

(d) Exclusions from Nondisclosure and Nonuse Obligations. Consultant’s obligations under Section 4.2 with respect to any portion of Confidential Information shall not apply to any information that (a) was in the public domain at or subsequent to the time it was communicated to Consultant by the disclosing party through no fault of Consultant, (b) was rightfully in Consultant’s possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the disclosing party, (c) was developed by employees or agents of Consultant independently of and without reference to any information communicated to Consultant by the disclosing party, or (d) is being disclosed by Consultant in response to a valid order by a court or other governmental body, or otherwise as required by law, or as necessary to establish the rights of either party under this Agreement.

4.3 Return of the Company’s Property. All materials (including, without limitation, documents, agreements, drawings, models, apparatus, sketches, design and lists) furnished to Consultant by the Company, whether delivered to Consultant by the Company or made by Consultant in the performance of services under this Agreement (“Company Property”) are the sole and exclusive property of the Company or its suppliers or customers. Consultant agrees to promptly deliver the original and any copies of Company Property to the Company at any time upon the Company’s request. Upon termination of this Agreement by either party for any reason, Consultant agrees to promptly deliver to the Company or destroy, at the Company’s option, the original and any copies of Company Property. Consultant agrees to certify in writing that Consultant has so returned or destroyed all such Company Property.

5. No Conflict of Interest. During the term of this Agreement, Consultant shall notify the Company if Consultant is employed by, consults for, owns, manages, controls or participates in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertakes any obligation inconsistent with the terms hereof (all of which are referred to collectively as “Competing Affiliations”). The Company, in its sole discretion, will determine whether a Competing Affiliation creates a conflict of interest. If the Company determines

a conflict of interest exists, the Company may terminate this Agreement immediately. This Agreement is subject to the current terms and agreements governing Consultant's relationship with current Competing Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of Consultant's obligations to such Competing Affiliations. Consultant represents that nothing in this Agreement conflicts with Consultant's obligations to current Competing Affiliations.

6. Non-Competition. Consultant agrees that at all times while performing services for the Company and, regardless of the reason for termination of this Agreement, for a period of two (2) years thereafter, Consultant will not, as a principal, agent, employee, employer, consultant, stockholder or investor (with the exception of ownership of not more than five percent (5%) of the stock of a publicly traded company), director or co-partner of any person, firm, corporation or business entity other than the Company, or in any individual or representative capacity whatsoever, directly or indirectly, without the express prior written consent of the Company provide any services, directly or indirectly, on behalf of any company or person in connection with or relating to products or services which are competitive to, or which contain features or functionalities similar to, any products or services developed, in development, or planned by the Company.

7. Term and Termination.

7.1 Term. This Agreement is effective as of the Effective Date set forth above and will continue for a period of one (1) year, unless sooner terminated in accordance with this Agreement.

7.2 Termination. The Company may terminate this Agreement at any time with written notice to Consultant and the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Consultant any consulting fees and reimbursable expenses owing to Consultant through the date of such termination.

7.3 Survival. The rights and obligations contained in Sections 2, 4, 5, 6, 7 and 8 will survive any termination or expiration of this Agreement.

8. Noninterference with Business. During the term of this Agreement, and for a period of one (1) year immediately following its termination for any reason, Consultant agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, Consultant agrees not to solicit or induce any employee, independent contractor, consultant, or client to terminate or breach an employment, contractual, or other relationship with the Company.

9. Miscellaneous.

9.1 Successors and Assigns. Consultant may not subcontract or otherwise delegate Consultant's obligations under this Agreement without the Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of the Company's successors and assigns, and will be binding on Consultant's assignees.

9.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by

certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

9.3 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of New Jersey as such laws are applied to agreements entered into and to be performed entirely within New Jersey.

9.4 Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

9.5 Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by such other party.

9.6 Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value, and breach of any of such obligations will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law. Accordingly, in the event of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Services and other services undertaken by Consultant for the Company. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Company:**

**AppFirst, Inc.**

By:

Name:

Title: Chief Executive Officer

**Consultant:**

*Tanvi*

**Tanvi Nabar**

55 River Dr S

Apt 312

Jersey City, NJ 07310

## **EXHIBIT A**

### **SERVICES & FEES**

**Deliverables:** To provide support to Engineering team.

**Compensation:** \$20/hour

**Payment:** Upon receipt