

## **FREELANCE Graphic Designer AGREEMENT**

This Freelance Graphic Designer Agreement (the "Agreement") is made and entered into as of April 22, 2013 by and among Apexa Inc., (the "Company"), and Ruba Mashtoub (the "Freelance Contractor").

**WHEREAS**, the Freelance Contractor is a Graphic Designer; and

**WHEREAS**, the Company desires to retain the Freelance Contractor to provide services related to and in support of efforts in which the Freelance Contractor has expertise; and

**WHEREAS**, the Freelance Contractor is in the business of providing such services and has agreed to provide the services in accordance with the terms and conditions set forth in this agreement.

**NOW, THEREFORE**, in consideration of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Freelance Contractor shall furnish the Company with his best advice, information, judgment and knowledge with respect to the services related to and in support of efforts in which the Freelance Contractor has expertise which is to be provided in accordance with this Agreement. Specifically, the Freelance Contractor shall design the full website for ReferEngine.com including the main website, facebook application, in-app services for all supported platforms and other design requirements that come up during the iterations of product planning.
2. The Freelance Contractor will:
  - a) Provide design services related to ReferEngine.com including main website, app stores, facebook app, in-app services for different platforms (Windows, iOS, Android, etc...), including unlimited iterations during the period of this contract.
  - b) Design Refer Engine corporate presence including business cards, online ads, posters, and other advertising requirements that come up during product planning, with unlimited iterations during the period of this contract.
  - c) Provide the services mentioned in 2a and 2b above only during the term of this agreement stated in 3 below.
3. The term of this Agreement shall begin on July 01, 2013 and shall, subject to the provisions for termination set forth herein, continue until and terminate at 11:59 p.m. on August 30, 2013.
4. For all services that the Freelance Contractor renders to the Company or any of its subsidiaries or affiliates during the term hereof, *the Company will pay the Freelance Contractor a retainer of Five Hundred Dollars (\$500) per month,*

*payable on the last day of the month.* If this agreement terminates on a date other than the last of a month, a prorated share of the Monthly Retainer will be due for the final payment period. The Freelance Contractor agrees that during the term he/she will devote up to 20 days per month to his/her Duties, ideally Monday to Friday. For the purposes of this Agreement, a day shall be deemed to be eight (8) hours. The Company will periodically provide the Freelance Contractor with a schedule of the requested hours, responsibilities and deliverables for the applicable period of time. The duties will be scheduled on an as-needed basis. Late payments by Company shall be subject to late penalty fees of Five Percent(5%) per month from the due date until the amount is paid.

5. The parties hereto agree this Agreement is for services within Lebanon. Any material to be created by the Freelance Contractor or services to be performed by the Freelance Contractor on Company's behalf for any area outside the foregoing shall be pursuant to a separate agreement, or a modification or amendment of this Agreement.
6. The Freelance Contractor shall make reasonable efforts to inform Company of changes in human resources law or regulation or tax law or regulation applicable to the working relationship between the Company and the Freelance Contractor, and shall notify Company in the event any of the terms of this Agreement must be changed, modified or otherwise altered to accommodate such changes. The Freelance Contractor shall not be required to knowingly perform any services hereunder which are or become illegal during the term of this Agreement. Any such failure to perform such illegal services by the Freelance Contractor shall not be considered a breach or default hereunder and shall not give rise to a right of termination for cause by Company.
7. Except as required in the performance of its obligations under this Agreement or with the prior written authorization of the Company, the Freelance Contractor (including for purposes hereof, its employees, agents, representatives, consultants and contractors) shall not directly or indirectly use, disclose, disseminate or otherwise reveal any confidential information, including but not limited to information regarding Company personnel, and shall maintain confidential information in confidence for a period of five (5) years from the date of termination or expiration of this Agreement, for whatever reason. Upon termination or expiration of this Agreement for any reason whatsoever, Company and the Freelance Contractor shall leave with or return to the other all documents, records, notebooks, computer files, and similar repositories or materials containing confidential information of the other party and such other party's affiliates, including any and all copies thereof.
8. All original works of authorship resulting from the Freelance Contractor's performance of his duties hereunder are deemed to be "works made for hire" under the copyright laws of the United States, and will be and will remain the sole and exclusive property of the Company. The Freelance Contractor, at the Company's request and sole expense, will assign to the Company in perpetuity all proprietary rights that he may have in such works of authorship. Such assignment shall be done by documents as prepared by the Company. Should the Company

- elect to register claims of copyright to any such works of authorship, Freelance Contractor will, at the expense of the Company, do such things, sign such documents and provide such reasonable cooperation as is necessary for the Company to register such claims, and obtain, protect, defend and enforce such proprietary rights. The Freelance Contractor shall have no right to use any trademarks or proprietary marks of the Company without the express, prior written consent of the Company regarding each use, except as otherwise set forth herein.
9. In the event the Freelance Contractor shall violate the confidentiality or intellectual property provisions of this Agreement, it is agreed that damages at law will be an insufficient remedy and the Company shall be entitled to equitable relief including but not limited to injunction, monetary damages, punitive damages, and specific liquidated damages in the amount of Ten Thousand Dollars (\$10,000) for disclosure of such information and/or for unauthorized use of such information. In addition, other remedies or rights available to the Company and no bond or security will be required in connection with such equitable relief.
  10. In the event of a breach hereunder and a failure to cure such breach within thirty (30) days of written notice of such breach, this Agreement may be terminated by the non-breaching party upon written notice.
  11. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.
  12. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The rights, obligations and duties of the Freelance Contractor hereunder may not be assigned or delegated without the Company's prior written consent except that the Freelance Contractor may assign its interest to a company formed by the Freelance Contractor for the purpose of providing such services.
  13. The Company and the Freelance Contractor are independent contractors. Both parties acknowledge and agree that the Freelance Contractor's engagement hereunder is not exclusive and that either party may provide to, or retain from others similar services to those provided hereunder by the Freelance Contractor, provided that it does so in a manner that does not otherwise breach this Agreement. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other.
  14. The Freelance Contractor represents and warrants to the Company that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her duties or provision of services hereunder. The Freelance Contractor represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or

entity for which he/she performs services concurrently with those performed herein.

15. In performing the services, the Freelance Contractor shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Company for any governmental authority with respect to the Company's business.
16. Pursuant to this Agreement, the Freelance Contractor shall have no right to receive any Company employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation.
17. The Freelance Contractor acknowledges and agrees that it shall be solely responsible to pay any and all incomes taxes on any moneys earned from Company while performing services contemplated under this Agreement. The Freelance Contractor further acknowledges that the Company will not at any time withhold any taxes from the Company's payments to the Freelance Contractor under this Agreement for the purposes of income tax or any other applicable taxes.
18. Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered in person, two (2) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service or by facsimile to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:  

If to the Company:  
Apexa Inc.  
600 Bellevue Ave E, Unit 202  
Seattle, Washington 98102

If to the Freelance Contractor:  
Ruba Mashtoub  
Ain Mreisseh, Beirut, Lebanon
19. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to prior or future violations thereof or of any other provision of this Agreement, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.
20. This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of Washington without reference to conflicts of law.
21. The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

22. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
23. The terms of this Agreement are confidential and no press release or other written or oral disclosure of any nature regarding the terms of this Agreement shall be made by either party without the other party's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules or a valid court order.
24. With respect to its subject matter, this Agreement constitutes the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.
25. This Agreement may be signed in one or more counterparts, each of which when exchanged will be deemed to be an original, binding upon the parties as if a single document had been signed by all, and all of which when taken together will constitute the same agreement. Any true and correct copy of this Agreement made by customary, reliable means (e.g., photocopy or facsimile) shall be treated as an original.
26. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged.
27. The person(s) executing this agreement hereby represent and warrant that each respectively has the authority to execute this agreement on behalf of the party for which he is executing.

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



Ruba Mashtoub, Freelance Contractor

Apexa Inc. 

Signature of Apexa Inc.'s Authorized Representative

Tarek Ayna, CEO

Printed name of Apexa Inc.'s Authorized Representative

By signing above on behalf of Apexa Inc., I swear under penalty of perjury that I have the authority to bind Apexa Inc. to the terms of this Agreement as stated herein.

# Signature Certificate



Document Reference: LMJIN7JMT2NPZ2CWW4TZZU

## RightSignature

Easy Online Document Signing



**Ruba Mashtoub**

Party ID: Y34H3YJLFLC49RMGS2F3LE

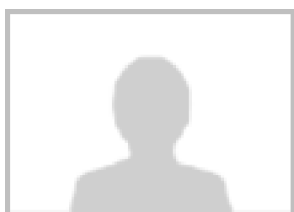
IP Address: 141.105.92.20

VERIFIED EMAIL: rmashtoub@gmail.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

0896b697923816fc17044e3359ca185355654474



**Tarek Ayna**

Party ID: C3DJJEJ5V5I4MBVSCIHH5B

IP Address: 67.161.120.13

VERIFIED EMAIL: tarek@referengine.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

2f9ebc4c32120a58e118e7884818de712093ec54



### Timestamp

2013-04-25 08:36:48 -0700

2013-04-25 08:36:48 -0700

2013-04-24 10:57:42 -0700

2013-04-24 09:18:57 -0700

2013-04-24 09:16:01 -0700

2013-04-24 09:16:01 -0700

### Audit

All parties have signed document. Signed copies sent to: Ruba Mashtoub and Tarek Ayna.

Document signed by Ruba Mashtoub (rmashtoub@gmail.com) with drawn signature. - 194.126.15.170

Document viewed by Ruba Mashtoub (rmashtoub@gmail.com). - 141.105.92.20

Document signed by Tarek Ayna (tarek@referengine.com) with drawn signature. - 67.161.120.13

Document viewed by Tarek Ayna (tarek@referengine.com). - 67.161.120.13

Document created by Tarek Ayna (tarek@referengine.com). - 67.161.120.13



This signature page provides a record of the online activity executing this contract.