### Independent Contractor Agreement between Apexa Inc. and Ruba Mashtoub

#### ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between Apexa Inc., a Corporation (hereinafter "Client") and Ruba Mashtoub, an individual (hereinafter "Contractor"). This Agreement will become effective on July 1st, 2013, and will continue in effect until August 30, 2013.

#### ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. The services Contractor agrees to perform is to provide graphic design services for the client for all the online services offered by the client including, but not limited to, ReferEngine.com, and any matters incidental and/or relating thereto.

2.02. Contractor will determine the method, details, and means of performing the above described services.

2.03. Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of Client while this Agreement is in effect. Contractor is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, and other insurance, training, permits, and licenses for Contractor and for Contractor's employees and subcontractors, if any.

2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this Agreement. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

2.05. Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client shall not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

2.06. Except for the obligations of Client to Contractor pursuant to this Agreement, Contractor shall release Client from any and all liability to Contractor and to Contractor's agents and employees, resulting from the acts, conduct or omissions of Contractor or Contractor's agents and employees. Contractor shall furthermore hold Client harmless from all claims, costs and expense, including legal costs and fees incurred in defending same, resulting from the acts, conduct, or omission of Contractor or Contractor's agents and employees.

#### ARTICLE 3: COMPENSATION

3.01. As compensation for the services rendered by Contractor under this agreement, Client shall pay Contractor $250 twice a month.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

3.03. Contractor shall not, without the prior express authorization from Client, transfer or share any of the client's assets, including digital assets such as files, code and/or designs to any third party.

#### ARTICLE 4: BUSINESS EXPENSES

4.01. It is recognized and agreed that in connection with the services to be performed for Client, Contractor may be obligated to expend money for travel or other business expenses, including telephone expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold Client harmless from claims made by any entity for payment for such expenses incurred.

#### ARTICLE 5: PROPERTY RIGHTS OF THE PARTIES

5.01. (a) All records of the accounts of customers of Client, of any nature, whether existing at the time of this Agreement, procured through the efforts of Contractor, or learned by Contractor from any other source, and whether prepared by Contractor or otherwise, shall be the exclusive property of Client.

(b) All books and records utilized by Contractor in performing Contractor's duties under this Agreement shall be immediately returned to Client by Contractor on any termination of this Agreement, whether or not any dispute exists between Client and Contractor at, regarding, and/or following the termination of this Agreement.

5.02. Contractor agrees that the names and addresses of Client's customers constitute trade secrets of Client and that the sale or unauthorized use or disclosure of any of Client's trade secrets obtained by Contractor during the term of this Agreement constitutes unfair competition. Contractor agrees and promises not to engage in any unfair competition with Client. For a period of twenty four (24) months immediately following the termination of this Agreement, Contractor shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the customers of Client or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit or take away any of the customers of Client on whom Contractor called on or with whom Contractor became acquainted with, or the names and addresses of which Contractor learned, saw, or became familiar or acquainted with, during the term of this Agreement, either on behalf of contractor, or for any other person, firm or corporation.

5.03. During the term of this Agreement, Contractor will have access to and become acquainted with various trade secrets, consisting of formulas, patterns, devices, secret inventions, processes, and compilations of information, records, and specifications, all of which are owned by Client and regularly used in the operation of Client's business.

All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of Client, whether they are prepared by Contractor or come into Contractor's possession in any other way and whether or not they contain or constitute trade secrets owned by Client, are and shall remain the exclusive property of Client and shall not be removed from the premises of Client under any circumstances whatsoever without the prior written consent of Client.

Contractor shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter.

#### ARTICLE 6: GENERAL PROVISIONS

6.01. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by Client, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

6.02. Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

6.03. Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6.04. Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction of be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.05. Governing Law: This Agreement shall be governed by the laws of the State of Washington.

This Agreement is executed in the City of Seattle, County of King, State of Washington on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013.   
  
  
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Apexa Inc.   
  
  
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Ruba Mashtoub