

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of March 31, 2017, by and between Mark Cunningham Inc. (the "Client"), of 589 8th Avenue, 20th Floor, New York, New York 10018, and Will Durkin (the "Web Developer"), of 339 E 95th St, Apt 5W, New York City, New York 10128. In this Agreement, the Client shall be referred to as "Mark Cunningham Inc.", and the Web Developer shall be referred to as "Will".

WHEREAS, Will possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, Mark Cunningham Inc. desires to engage Will, and Will accepts the engagement, to design a World Wide Web site (the "Web Design Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Mark Cunningham Inc. and Will agree as follows:

RETENTION OF DEVELOPER. Mark Cunningham Inc. hereby retains the services of Will for the Web Design Project to be published on Mark Cunningham Inc.'s account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at Mark Cunningham Inc.'s option.

DESCRIPTION OF SERVICES. Beginning on March 31, 2017, Will will provide the following services connected with the development of the Website (collectively, the "Services"): Design and Web Development

PAYMENT FOR SERVICES. In consideration of the services to be performed by Will, Mark Cunningham Inc. agrees to compensate Will for the services rendered as follows:

Will's fees for the services specified in Description of Services, above, will be charged at Will's standard hourly rate of \$100.00 per hour.

Any additional services not specified in Description of Services, above, will be charged to Mark Cunningham Inc. on an hourly rate basis at Will's standard hourly rate of \$100.00 per hour.

Mark Cunningham Inc. will be required to pay Will within 30 days of receiving the bill.

WEB HOSTING. Mark Cunningham Inc. understands and agrees that any web hosting services require a separate contract with a web hosting service. Mark Cunningham Inc. agrees to select a web hosting service which allows Will full access to the website.

TERM/TERMINATION. This Agreement may be terminated by either party upon 14 days'

written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that Will is an independent contractor with respect to Mark Cunningham Inc., and not an employee of Mark Cunningham Inc.. Mark Cunningham Inc. will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Will.

LAWS AFFECTING ELECTRONIC COMMERCE. Mark Cunningham Inc. agrees that Mark Cunningham Inc. is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Will and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from Mark Cunningham Inc.'s exercise of Internet electronic commerce.

CONFIDENTIALITY. Will will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Will, or divulge, disclose, or communicate in any manner any information that is proprietary to Mark Cunningham Inc.. Will will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Will will return to Mark Cunningham Inc. all records, notes, documentation and other items that were used, created, or controlled by Will during the term of this Agreement.

EMPLOYEES. Will's employees, if any, who perform services for Mark Cunningham Inc. under this Agreement shall also be bound by the provisions of this Agreement. At the request of Mark Cunningham Inc., Will shall provide adequate evidence that such persons are Will's employees.

ASSIGNMENT. Will's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Mark Cunningham Inc..

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against Mark Cunningham Inc. or Will without the written consent of both Mark Cunningham Inc. and Will.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.

SIGNATURES. This Agreement shall be signed by Mark Cunningham on behalf of Mark Cunningham Inc. and by Will Durkin on behalf of Will Durkin. This Agreement is effective as of the date first above written.

CLIENT:

Mark Cunningham Inc.

By: _____

Mark Cunningham

WEB DEVELOPER:

Will Durkin

By: _____

Will Durkin