

## ***WORK FOR HIRE AGREEMENT***

This Work for Hire Agreement (this "Agreement") is made effective as of June 2, 2014, by and between Cago, Inc., of 23 Beechnut Drive, South Barrington, Illinois 60010, and Mohammad Zahab Shams, of Kolkata, West Bengal, India. In this Agreement, the party who is contracting to receive the services shall be referred to as "Cago", and the party who will be providing the services shall be referred to as "Mohammad Zahab Shams".

**1. DESCRIPTION OF SERVICES.** Beginning on June 2, 2014, Mohammad Zahab Shams will provide the following services (collectively, the "Services"): Development, Testing, Documentation, and Support of Android Connection Manager software for WiFi Direct

**2. PAYMENT FOR SERVICES.** Cago will pay compensation to Mohammad Zahab Shams for the Services in the amount of \$400.00. This compensation shall be payable in two installments: (a) \$150 at project initiation (b) \$250 at project completion, which is defined as delivery of all software functionality, documentation, and fixes to defects found during testing.

**3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 days written notice to the other party.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Mohammad Zahab Shams is an independent contractor with respect to Cago, and not an employee of Cago. Cago will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Mohammad Zahab Shams.

**5. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Mohammad Zahab Shams in connection with the Services shall be the exclusive property of Cago. Upon request, Mohammad Zahab Shams shall sign all documents necessary to confirm or perfect the exclusive ownership of Cago to the Work Product.

**6. CONFIDENTIALITY.** Mohammad Zahab Shams will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Mohammad Zahab Shams, or divulge, disclose, or communicate in any manner any information that is proprietary to Cago. Mohammad Zahab Shams 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, Mohammad Zahab Shams will return to Cago all records, notes, documentation and other items that were used, created, or controlled by Mohammad Zahab Shams during the term of this Agreement.

**7. NON-COMPETE AGREEMENT.** For a period of 2 years after the termination of this Agreement, Mohammad Zahab Shams will not directly or indirectly engage in any business that competes with Cago. This covenant shall apply to a world wide geographical area. Mohammad

Zahab Shams agrees that this non-compete provision will not adversely affect the livelihood of Mohammad Zahab Shams.

**8. 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.

**9. 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.

**10. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

**11. SIGNATORIES.** This Agreement shall be signed by Rohit Sharma, President on behalf of Cago, Inc. and by Mohammad Zahab Shams, Independent Contractor on behalf of Mohammad Zahab Shams. This Agreement is effective as of the date first above written.

Cago, Inc.

By:

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Rohit Sharma  
President

Mohammad Zahab Shams

By:

Mohammad Zahab Shams 4/6/14

Mohammad Zahab Shams  
Independent Contractor