

Contractor Agreement

KUWARE INC.

205 WILD BASIN RD
BLDG 3 STE 105
AUSTIN, TX 78746, US
1-512-364-0165

Dear ,

KUWARE, INC. has made a commitment to our Client to ensure that we have a policy of total confidentiality on their business.

We would, therefore, seek your agreement to the following general terms and conditions of engagement.

1. Consulting Services

Effective Company shall retain Contractor and Contractor shall provide Company with consulting services (the "Consulting Services"), which shall include, without limitation: Marketing Strategy, Marketing Management, Copywriting, Social Media management and other Marketing Services

2. Independent Contractor Status

(a) **Status.** The contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal, and agent, partnership or joint venture, or any other fiduciary relationship.

(b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, Company, or to represent Company, or bind Company in any manner.

3. Confidential Information

(a) Contractor shall not, other than in the proper performance of Contractor's duties, use, publish or otherwise disclose to any person any information relating to the Client's affairs and the specificities of this brief.

(b) Contractor and its employees shall not, during the time of rendering services to the Company and the Company's Client or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of Contractor and its employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a third party.

4. Intellectual Property

(a) **Work Product.** During the course of performing the Consulting Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work product, or achieve other results for Company in connection with the Consulting Services it performs for Company.

(b) **Ownership.** Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/or Company in connection with such Consulting Services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" and shall remain the sole and exclusive property of Company.

(c) **Moral Rights.** The contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

(d) **Assistance.** Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation, and enforcement of Company's rights in the Work Product.

5. Copyright

All property rights, copyright, design rights and other intellectual property rights in any work produced by you for this brief, shall be the exclusive property of the Client.

In relation to such work you hereby:

– Irrevocably, waive all moral rights therein in favor of the Client.

6. Non-Solicitation / Non-Compete

During the term of this Agreement and for 3 years after any termination of this Agreement, Contractor will not, without the prior written consent of the Company, either directly or indirectly, on Contractor's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the Company, or any customer of the Company.

Additionally, in consideration of KUWARE providing CONTRACTOR prospecting and business development assistance, such as ProfileMagnet, CONTRACTOR agrees that any new (non-pre existing) marketing service clients will be engaged through KUWARE.

7. Term

This Agreement shall commence on the date and year written above and shall continue for a period of contractual work relationship unless earlier terminated in accordance with this Agreement.

8. Termination

(a) **Notice of Termination.** This Agreement may be terminated by either the Company or the Contractor at any time for any reason, with or without cause, by giving 30 days from written notice of termination.

(b) **Payment Upon Termination.** The Company will pay Contractor no more than 50% of the total estimated fee for services provided by the Contractor, should the agreement be terminated prior to completion, unless contractor successfully transitions the project to an individual designated by KUWARE.

By attaching your signature to this contract, you agree and accept the terms and conditions set out in this agreement.

SIGNER DETAILS

SIGNER 1 | *Name:* Avii Kumar

SIGNER 1 | *Title:* CEO

SIGNER 1 | *Company:* KUWARE

SIGNER 2 | *Name:*