

CONSULTING AGREEMENT

This consulting agreement is effective as of December 16th, 2013 between the following parties:

Client

Company
123 Street Road
San Francisco, CA 94100

Consultant

Samuel Soffes
123 Street Road
San Francisco, CA 94100

The parties agree as follows:

1. **Services.** The Consultant will provide services (the "Services") to the Client as specified in Schedule A. All development efforts will be done remotely unless otherwise stated.
2. **Expenses.** The Client will reimburse the Consultant for expenses incurred in providing the Services, but only if those expenses have been approved in advance and in writing.
3. **Payment.** Unless otherwise specified in Schedule A, the Consultant will invoice the Client weekly for completed Services and for expenses. The Client will pay the invoices within 7 days of receipt (the "Due Date") if the Consultant performed the Services as required. Payment will be accepted via Wire Transfer or Cashier's Check made out to Nothing Magical Inc.
4. **Interest.** The Client will pay the Consultant simple interest on all overdue payments at a rate of 5% per month. Interest is calculated from the date payment was due until the date payment, including accumulated interest, is made in full.
5. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in section 6.
6. **Termination by the Consultant.** The Consultant may end this Agreement if:
 1. the Client fails to pay any amounts owing to the Consultant within 7 days after the Due Date, or
 2. the Client breaches any other fundamental obligation in this Agreement and does not remedy the breach within 5 days after receiving written notice of the breach from the Consultant.
 3. the Client does not respond to the correspondence from the Consultant within 3 days.
7. **Effect of Termination.** When this Agreement ends for any reason:

1. the Client will immediately pay the Consultant all outstanding expenses and Fees for Services performed as required, up to the date of termination;
2. sections 9, 10, 11, 12 will survive the end of this Agreement.

8. Confidentiality.

1. "Confidential Information" means all information (whether in oral, written or electronic form) relating to the business, technology, personnel, marketing, customers, finances, products or services of the Client, and includes confidential information received by the Client from third parties, but excludes any information that:
 1. was lawfully in the possession of the Consultant before receiving it from the Client;
 2. is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party;
 3. is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
 4. is independently developed by the Consultant without use of the disclosed Confidential Information.
2. The Consultant may use the Client's Confidential Information only for the purpose of performing the Services and only to the extent required for that purpose. The Consultant must not use the Client's Confidential Information for any other purpose without the explicit written approval of the Client.
3. The Consultant will keep the Client's Confidential Information confidential, and will also cause its directors, officers, employees and agents to keep the Client's Confidential Information confidential. The Consultant will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Client's Confidential Information.
4. The Consultant will not disclose the Confidential Information to any third party, nor the fact that it has obtained the Confidential Information, without the explicit written approval of the Client.
5. If the Consultant receives notice indicating that it may or will be legally required to disclose any of the Client's Confidential Information, it will notify the Client promptly in writing so that the Client may seek a protective order or other appropriate remedy, or waive compliance with this Agreement. If a protective order or other remedy is not obtained for whatever reason, or if the Client waives compliance with this Agreement, the Consultant will disclose no more than that portion of the Confidential Information required to be disclosed.

9. **Intellectual Property.** The Consultant agrees that the Client will have exclusive ownership in all work product (the "Work Product") that the Consultant produces under

this Agreement, after all invoices have been paid in-full, including the Consultant's copyright interest in the Work Product, except for the materials (the "Consultant's Materials") specified in Schedule A. All rights to work product will remain with the Consultant until all invoices are paid in full. The Consultant retains the right to display images of the Work Product and it's branding on their portfolio. All Work Product must be original work by the Consultant and must not infringe the rights (including intellectual property rights) of any third party. The Consultant hereby grants the Client a perpetual, non-exclusive license to make copies and to modify the Consultant's Materials, without any additional payments, to the extent that the Consultant's Materials are incorporated in the Work Product or are reasonably necessary to use the Work Product.

10. **Assignment and Moral Rights.** The Consultant hereby assigns to the Client all rights, title and interest the Consultant may now or in the future have in and to the Work Product. The Consultant waives the Consultant's moral rights to any and all copyrights subsisting in the Work Product. If required by the Client, the Consultant also agrees to sign, and to cause the Consultant to sign, any applications or other documents the Client may reasonably request: (a) to obtain or maintain patent, copyright, industrial design, trade-mark or other similar protection for the Work Product, (b) to transfer ownership of the Work Product to the Client, and (c) to assist the Client in any proceeding necessary to protect and preserve the Work Product. The Client will pay for all expenses associated with preparing and filing such documents.

11. **Consultant's Obligations.**

1. The Consultant will perform the Services in a competent and professional manner. The Consultant represents that it has the skills and qualifications necessary to perform the Services.
2. The Consultant, its employees and its subcontractors (if applicable) will comply with all applicable laws.
3. In the performance of this Agreement, the Consultant will not breach any other agreement entered into by the Consultant.

12. **Entire Agreement.** This Agreement contains the whole agreement between the Client and the Consultant, and there are no warranties, representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

13. **Governing Law and Courts.** This Agreement will be governed by the laws in effect in the State of California and the parties submit to the exclusive jurisdiction of the courts of California of the United States of America.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

CONSULTANT

Samuel Soffes

CLIENT

Client Name, Company

SCHEDULE A

I. Description of Services

A. iPhone application implementation

1. Ability to import photos
2. Crop a selected photo
3. Select a filter to apply to the selected photo
4. Add adjustments
 - a) Clarity
 - b) Exposure
 - c) Vibrance
 - d) Vignette
5. Share an effected photo
6. Save settings applied to a photo in the application
7. View with all of the purchased filters and available filters to purchase
8. Ability to in-app purchase filters

B. Method to create in-app purchase packs without the need for the Consultant's assistance

II. Fees

- A. The Client agrees to pay the Consultant \$300 per hour for services rendered after the services are rendered less the deposit within 7 days per section 3.
- B. A deposit of \$15,000 will be made to the Consultant before work begins.

III. Timeline

- A. No more than 100 hours will be performed.
- B. Project Start Date: December 16th, 2013
- C. Project Deliverable Date: January 24th, 2014