Remote Contract Agreement

August 18, 2019
Prepared by Joel Firestone

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This Code Development Agreement ("Agreement") is made and effective this **20** day of **Oct**, **2019** by and between **Elizabeth Lauer** ("Developer") located at **101 S Kemp St, Lyon Station PA, 19536**

and G-Net Consulting, Inc. located at 1814 Kipling Dr. Salisbury, MD 21801 ("Buyer").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Duties and Responsibilities.

Developer shall serve as a contractor of Buyer, defined by the IRS as a 1099 Contractor, and shall design, develop, and implement web-based applications ("Code") according to the functional specifications and related information, if any, attached hereto as Exhibit A and incorporated herein by this reference ("Specifications") and as more fully set forth in this Agreement. Developer acknowledges that it has been contracted for this specific task, and that it shall report all findings and make all recommendations directly to the management of Buyer. The Code, including all versions, shall be delivered upon completion.

2. Ownership of Code.

Developer agrees that the development of the Code is "work for hire" within the meaning of the Copyright Act of 1976, as amended from time to time, and that the Code shall be the sole property of Buyer. Developer hereby assigns to Buyer, without further compensation, all of its right, title and interest in and to the Code and any and all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in the United States and elsewhere. Developer will keep and maintain adequate and current written records with respect to the Code (in the form of notes, sketches, drawings and as may otherwise be specified by Buyer), which records shall be available to and remain the sole property of Buyer at all times. All versions of the Code shall contain Buyer's conspicuous notice of copyright. Developer will assist Buyer in obtaining and enforcing patent, copyright and other forms of legal protection for the Code in any country. Upon request, Developer will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by Buyer to assign the Code fully and completely to Buyer and to enable Buyer, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of this work.

3. Compensation.

A. Buyer shall pay Developer as follows: **$15** per hour, billed bi-weekly and paid bi-weekly, 14 days after receipt of invoice from Developer.

B. Subject to Buyer's prior approval, Buyer will reimburse Developer for all reasonable out-of-pocket expenses, including, but not limited to, air fare, lodging, meals and rental of automobiles incurred by Developer during the development of the Code on behalf of Buyer, if any of these activities are deemed necessary.

4. Independent Contractor.

Developer is acting as an independent contractor with respect to the services provided to Buyer. Neither Developer nor the employees of the Developer performing services for Buyer will be considered employees or agents of Buyer. Buyer will not be responsible for Developer's acts or the acts of Developer's employees while performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal-agent relationship between the parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Buyer also does not guarantee a certain amount of hours per week/month, but will, as much as possible, alert Developer if he won't be needed in the near future.

5. Development Staff-Monitoring.

A. Developer will utilize employees and/or contractors capable of designing and implementing the Code to be developed per this Agreement. All work shall be performed in a professional and workmanlike manner. Developer shall arrange for such employees and/or contractors, if any, to execute and deliver any document or instrument reasonably requested by Buyer to reflect Buyer's ownership of the Code or in connection with any application for patent or copyright.

B. Buyer shall have the right to reasonably observe and monitor all aspects of the performance by Developer of its obligations hereunder and Developer shall use reasonable efforts to facilitate such observation and monitoring. Information, functions and operations of Developer not directly related to its obligations hereunder shall not be subject to observation and monitoring.

6. Change in Specifications.

Buyer may, in its sole discretion, request that changes be made to the Specifications, or other aspects of the Agreement and tasks associated with this Agreement. If Buyer requests such a change, Developer will use its best efforts to implement the requested change at no additional expense to Buyer and without delaying delivery of the Code. In the event that the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Code or would result in additional expense to Buyer, then Buyer and Developer shall confer and Buyer shall, in its discretion, elect either to withdraw its proposed change or require Developer to deliver the Code with the proposed change and subject to the delay and/or additional expense.

7. Confidentiality.

A. Developer acknowledges that all material and information supplied by Buyer which has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder, is to be considered Buyer's confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes the Code, trade secrets, processes, data, know-how, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists. Developer's undertakings and obligations under this Section will not apply, however, to any Confidential Information which: (i) is or becomes generally known to the public through no action on Developer's part, (ii) is generally disclosed to third parties by Buyer without restriction on such third parties, or (iii) is approved for release by written authorization of Buyer. Upon termination of this Agreement or at any other time upon request, Developer will promptly deliver to Buyer

all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by Developer or others, which contain Confidential Information. Developer acknowledges that Confidential Information is the sole property of Buyer. Developer agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause Buyer irreparable damage. Developer agrees to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to the Developer's employees or contractors with a need to know such information and not to release or disclose it to any other party. Developer further agrees not to release such information to any employee or contractor who has not signed a written agreement between Developer and the employee expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted in this Agreement. Buyer shall be listed as a third-party beneficiary of any such agreement. Developer will notify Buyer in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon request, the Developer will return any such information within its possession to Buyer.

B. Developer acknowledges that Buyer's purpose in pursuing the development of the Code is to gain a significant competitive advantage over competitors operating without such Code and that such advantage will be jeopardized if such competitors learn of Buyer's negotiations with Developer or the performance by Developer of its obligations hereunder. Accordingly, Developer agrees to keep such negotiations and performance of its obligations hereunder strictly confidential and not to disclose any information to any third party or entity without the prior written permission of Buyer. In no event, shall Developer or any of its employees use Buyer as a reference in marketing Developer's services to any third party or entity without Buyer's prior written permission.

9. Warranties.

A. Developer warrants that for a period of 30 days following acceptance, the Code will operate substantially according to the Specifications. In the event of any breach of the warranty in this Section 9. A., in addition to any other remedy to which Buyer may be entitled, Developer shall take all action necessary at its expense to cause the Code to operate according to the warranty.

B. Developer warrants that the Code will not infringe upon any copyright, patent, trade secret or other intellectual property interest of any third party. Developer will indemnify and hold Buyer harmless from and against all such infringement claims, losses, suits and damages including, but not limited to, attorney's fees and costs, and shall promptly following any bona-fide claim of infringement correct the Code so as not to be infringing, or secure at its own expense the right of Buyer to use the Code without infringement.

10. Term and Termination.

A. This Agreement shall commence upon today's date and continue for **one (1) year** after all of the obligations of the parties have been performed or until earlier terminated as provided herein.

B. Developer's appointment as consultant pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:

   (i) In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least forty five (45) days written notice to the defaulting party.

   (ii) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within forty five (45) days after commencement.

   (iii) Developer dies or becomes disabled.

C. Section 2, Ownership of Code, and Section 7, Confidentiality, shall survive the expiration or termination of this Agreement. In the event of early termination due to Developer's default or the death or disability of the individual(s) identified in subsection (iii), above, Developer agrees to deliver the Code then completed. Developer, in that instance, shall be paid a pro rata share for the work; if the amount cannot be agreed upon, the Buyer can return the work and the other terms of this contract go into effect, as outlined in this section and others.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Developer: _____.

If to the Buyer: Joel Firestone (joel.firestone@gnetconsulting.com).

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Maryland and any dispute under this Agreement must be brought in this venue and no other.

15. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

_____   _____

Developer   G-Net Consulting

_____   _____

Date   Date