

Contractor Agreement

This Agreement ("Agreement") is made on April 29, 2014, ("Effective Date"), by and between **Jeff Lebowski** (hereafter referred to as the "Engineer"), and **TechnoPark Corp.** acting under the brand name "Teamed.io" (hereafter referred to as "Teamed.io"), which shall collectively be known as "Parties".

I. Definitions

"Activity" is the smallest piece work performed by Engineer for Teamed.io. Activity has a description and a budget in staff-hours. Activity can refer to programming, architecture and design, analysis, technical writing, system and business analysis, testing, test analysis, planning, risk management, and others, according to the Engineer's knowledge, skills, abilities, and certificates.

"Day" and "Daily" mean ever calendar day, excluding Saturdays, Sundays, and official holidays in the country of the Engineer's residence and in the United States.

"Confidential Information" means any and all proprietary information disclosed or made available by either Party ("Discloser") hereafter to the other Party ("Holder") in the course of performing activities, whether in written, email, instant message, verbal: either by phone or in person, magnetic, photographic, optical or other form and whether now existing or hereafter created, including, without limitation to, all trade secrets, know-how, names and contacts of employees and partners, technology, data, computer programs, processes, methods, operational procedures, plans, strategies or results, and other information of a similar nature that is not generally disclosed by the Discloser to the public. Confidential

Information shall not include any information which (a) is proven by written evidence to have been in the Discloser's possession prior to disclosure by the Holder; (b) is received from a third party having the right to disclose such information; (c) is or hereafter becomes public knowledge through no act or fault of the Discloser; or (d) is proven by written evidence to have been independently developed by the Holder without access to the Confidential Information of the Discloser.

"Deliverables" mean products, services, and results developed for and/or delivered to Teamed.io by the Engineer during the time of this Agreement.

"Issue Tracking System (ITS)" is a computer software that manages and maintains lists of Activities.

II. Recitals

1. Teamed.io retains the Engineer to perform Activities producing Deliverables in software development projects organized and managed by Teamed.io.
2. Teamed.io agrees to compensate the Engineer using the method of calculation explained in this Agreement using the price of **\$19.99** per one staff-hour.
3. Agreement shall commence on the Effective Date and shall remain in force until closure.

III. Activities

4. Teamed.io shall assign Activities to the Engineer in ITS, according to Teamed.io's own plans and judgement. The Engineer shall implement Activities according to their descriptions.
5. Teamed.io shall provide full and

complete information required by the Engineer for the Activity completeness. Parties agree to communicate only through ITS. Any other forms of communication, like Skype, phone or email, are prohibited. Parties shall communicate in a professional and respectful manner. Parties shall communicate only in English.

6. The Engineer shall develop Deliverables according to the requirements, guidelines and standards provided by Teamed.io before the start of the Activity.

7. The Engineer shall perform Activities and develop Deliverables using his/her own equipment and software, including computers, monitors, operating systems, development tools, IDE's, etc.

IV. Activity Termination

8. Either Party may terminate an Activity. Termination of any Activity does not imply closure of the Agreement.

9. Teamed.io may terminate an Activity only if its Deliverables are not approved for more than 5 (five) days after the recent Activity description has been provided to the Engineer.

V. Payments

10. Teamed.io shall compensate budgets of all closed Activities by "payments" sent to the Engineer's accounts ("Payments") Teamed.io shall pay by oDesk or PayPal. All payment fees are to be paid by Teamed.io.

11. Teamed.io shall send payments within 72 hours after the moment of Activity closure.

VI. Non-Solicitation

12. During the term of this Agreement and for 2 (two) years following its termination, the Engineer will not, either directly or indirectly, solicit, induce, recruit or encourage any employee, customer, or supplier of Teamed.io.

13. A minimum penalty for a proven solicitation is \$25,000.

VII. Agreement Closure

14. Either Party may close the Agreement with or without cause by sending a "notice of closure" to the other Party. The Agreement is closed once the notice of closure is received by the other Party.

VIII. Intellectual Property Rights

15. Parties shall deem all Deliverables created by the Engineer as "works made for hire" as is defined under the Copyright Law of the United States of America (edition of June 2003).

16. The Engineer shall transfer IPR for Deliverables to Teamed.io when the Activity is closed.

17. In the event that Intellectual Property is created, generated, or arises under or results from the Engineer's performance under the Agreement or from Confidential Information, IPR of such Intellectual Property shall vest exclusively with Teamed.io.

18. The Engineer shall execute all documents, and take any and all actions needed, all without further consideration, in order to confirm Teamed.io's rights.

19. The Engineer may mention the projects done for Teamed.io in his personal resume.

IX. Confidentiality

20. Parties shall keep Confidential Information in strict confidence and shall not disclose it to any third party or to the public.

21. Teamed.io may use sales materials received from the Engineer in its sales and marketing campaigns, including referenced customers names.

22. A minimum penalty for a proven breach of confidentiality is \$25,000.

X. Miscellaneous

23. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders. Except as specifically set forth herein, all the Article references are to Articles of Agreement and all paragraph references (marked as ¶) are to paragraphs of the Agreement.

24. Parentheses, capital letters, and quotation marks are used merely for the sake of better understanding of context and don't impact the meaning of Agreement clauses.

XI. Language and Signatures

25. The Agreement is written in English and both Parties understand its meaning entirely.

26. In witness whereof, Parties hereto have caused the Agreement to be executed in the manner appropriate to each as of the day and year first written above.

Teamed.io's Agent:

Company	TechnoPark Corp.
Full name	Yegor Bugayenko
Email	yegor@tpc2.com
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Country	The United States
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Signature	

Engineer:

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Signature	