



# ONBOARDING RETAINER AGREEMENT

In consideration of the covenants and conditions hereafter expressed this Onboarding Retainer Agreement (“**Agreement**”) is made on Sep 16, 2018, between:

## **Consultant**

SilverLogic, LLC  
751 Park of Commerce Dr  
Suite 126  
Boca Raton, FL 33487

## **Client**

Charity Game Master, LLC  
501 Silverside Road #345  
Zip: 19809

## Scope of Work

Consultant agrees to use its commercially reasonable efforts to provide the services described in the Scope of Work attached hereto as Exhibit A (the “**Services**”).

The **Services** described on Exhibit A may be amended or changed upon the mutual written agreement of the parties.

## Fee & Payment Terms

Estimated 30 Hours @ \$105 per Hour => Total \$3,150

**Client** agrees to pay **Consultant** for the **Services** in accordance with the following rate: \$105 / hr. Fees are billed hourly. Invoices with incurred hours will be provided weekly to which retainer will be applied.

The retainer amount shall be due in full upon execution of the **Agreement**.

If there should be a need to exceed the hours covered by this retainer, **Consultant** shall inform **Client** before incurring additional cost.

If any of the retained hours are not used, they can either be refunded or credited as one-to-one hours to future invoices. Remaining (\$105) hours can be converted one-to-one for (\$125) design & development hours.

The estimated hours contained in this Section are approximate and may be subject to change. No guarantee as to a maximum number of hours required for the **Services** has been made.

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**Consultant** will determine the number of hours expended in its sole and final judgment, provided that **Consultant** will provide an accounting of such expended hours upon written request by **Client**.

## Choice of Law; Venue; Limitation of Actions

This **Agreement** shall be governed and construed in accordance with the laws of the United States and the State of Florida, and the parties consent to the sole and exclusive jurisdiction of the state courts and U.S. federal courts having jurisdiction in Palm Beach County, Florida for any dispute arising out of this **Agreement**. No action by **Consultant** or **Client** arising under this **Agreement** may be brought at any time more than two (2) years after the facts occurred upon which the cause of action arose.

In the event a dispute shall arise between the parties to this **Agreement**, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered in Palm Beach County, Florida.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

## Contract Termination

This **Agreement** may be terminated by either party upon written notice to the other. **Client** shall pay **Consultant** for all services rendered and work performed up to the effective date of termination. **Consultant** shall provide **Client** with an invoice for the foregoing fees and a refund of any remaining retainer amount within thirty (30) days of the effective date of the termination.

## Additional Terms

Any software, text, images, graphics, videos, code, or other work product created by **Consultant** in producing the Services (collectively, the "Work Product") will be owned solely by **Client**. **Client** hereby grants to **Consultant** a worldwide, irrevocable, non-exclusive, fully paid, fully sublicensable license to use Work Product for any purpose (provided such use does not include Client's other intellectual property of any kind). For the avoidance of doubt, the portion of the Work Product which is of general applicability not created specifically for **Client** will continue to be owned by **Consultant**.

**Client** agrees to keep confidential any proprietary, non-public, information provided by **Consultant** to **Client** (the "Confidential Information"). Notwithstanding the previous sentence, **Client** may disclose the Confidential Information as required by law.


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Any written notice required under this Agreement may be made by email to the contact email address provided on the signature page of this Agreement.

No warranties, whether express or implied (including, without limitation, and warranties of merchantability or fitness for a particular purpose) are made. **Client** agrees that the Work Product may not be suitable and may not be free from all defects. Under no circumstance will **Consultant** be responsible for any indirect, special, or consequential damages arising from any use of the Work Product or **Client's** negligence or willful malfeasance. **Consultant's** total liability arising under this Agreement shall be limited to the amount of money paid by **Client** to **Consultant** during the 12 months preceding any claim.

In witness whereof, the parties have executed this Agreement as of the date first written above:

 <small>David Hartmann (Sep 16, 2018)</small>	<u>David Hartmann</u>	<u>CEO</u>	<u>09/16/18</u>
Consultant	Name	Title	Date
<u>admin@tsl.io</u>			
Email			

 <small>Ashwin Kalyandurg (Sep 16, 2018)</small>	<u>Ashwin Kalyandurg</u>	<u>CEO</u>	<u>09/16/18</u>
Client	Name	Title	Date
<u>ashwinflorida@gmail.com</u>			
Email			

**EXHIBIT A**  
**Scope of Work**

This is a retainer for work related to the creation of wireframes, documentation, user stories, and research necessary to determine the functionality and feasibility of the project.

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