

AGREEMENT

AGREEMENT made this December 21, 2012 by and among GUTMAN GROUP, with a principal place of business at Avenue M, Brooklyn, N.Y. 11230 (hereinafter referred to as "Gutman") and JOSHUA SORIAS, an individual residing at 1421 East 2nd Street, Brooklyn, NY 11230 (hereinafter referred to as "Sorias").

WHEREAS, Sorias is in the business of manufacturing and selling cell phone accessories, namely those described in the Patent Application ("Product"); and

WHEREAS, Sorias has rights to a U.S. Patent Application number 13/348,066 ("Patent Application"); and

WHEREAS, Gutman procured investment capital for the for the development of the product in exchange for the exclusive rights to manufacture the Sorias product; and

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows;

ARTICLE I

Terms and Conditions of Partnership

1.01 In exchange for considerations stated and unstated herein, Sorias shall grant exclusive rights to manufacture and distribute the Sorias product, to Zilicon Accessories LLC or its designee. Sorias shall take all the necessary steps required to complete and maintain the Sorias Patents by the Patent and Trademark Office to fully effectuate the Patent.

1.02 The parties will execute the Zilicon Operating Agreements as soon as practical after signing hereto. The Operating Agreements will memorialize the ownership of Zilicon as follows:

Redacted

1.03 The Parties shall manage the Companies jointly as managing members as determined by the Zilicon Operating Agreements.

1.04 Parties agree to use their best efforts in the development, production, marketing, and sale of the Product jointly.

ARTICLE II

Miscellaneous

2.1 **Indemnification of Attorneys Fees.** Should any party materially breach this agreement,

fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this agreement.

2.2 **Integration.** This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

2.3 **Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

2.4 **Modification.** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Company and Investor. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

2.5 **Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this agreement, submit to jurisdiction in State of New York for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of State of New York shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.

2.6 **State Law.** This Agreement shall be interpreted under, and governed by, the laws of the state of New York, notwithstanding any choice of law rules.

2.7 **Confidentiality.** Information contained herein shall be held in strict confidence. Any violation thereof shall be a material breach herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed below:

GUTMAN GROUP

By: _____

12.21.2012