

INDEPENDENT DIRECTOR AGREEMENT

THIS INDEPENDENT DIRECTOR AGREEMENT is made effective as of the 28th day of June, 2016 (the "Agreement"), between FITBUG INC., a Delaware corporation with an address at 566 West Lake Street, Suite 260 Chicago, IL 60661 (the "Company"), and TYLER TARR ("Director").

WHEREAS, it is essential to the Company to retain and attract as directors the most capable persons available to serve on the board of directors of the Company (the "Board"); and

WHEREAS, the Company believes that Director possesses the necessary qualifications and abilities to serve as a director of the Company and to perform the functions and meet the Company's needs related to its Board; and

WHEREAS the Director was appointed to the Board on June 28th 2016 and the parties wish to record the terms on which the Director was appointed

NOW, THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Service as Director.

- a. Director will serve as a director of the Company and perform all duties as a director of the Company, including without limitation (a) attending meetings of the Board and (b) using reasonable efforts to promote the business of the Company.
- b. The Company currently intends to hold at least one in-person regular meeting of the Board each quarter, together with additional meetings of the Board as may be required by the business and affairs of the Company.
- c. In fulfilling his responsibilities as a director of the Company, Director agrees that he shall act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

2. Compensation and Expenses.

- a. Board Compensation. For the services provided to the Company as a director, the Director will be entitled to US\$ 20,000 per annum.
- b. Expenses. Upon submission of appropriate receipts, invoices or vouchers as may be reasonably required by the Company, the Company will reimburse Director for all reasonable out-of-pocket expenses incurred in connection with the performance of Director's duties under this Agreement.
- c. Other Benefits. The Board (or its designated Committee) may from time to time authorize additional compensation and benefits for Director, including additional compensation for service as chairman of a Committee and awards under any stock incentive, stock option, stock compensation or long-term incentive plan of the Company.

3. Director and Officer Liability Insurance.

To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Director shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the

Company's directors or officers.

4. Limitation of Liability; Right to Indemnification.

Director shall be entitled to limitations of liability and the right to indemnification against expenses and damages in connection with claims against Director relating to his service to the Company to the fullest extent permitted by the Company's Certificate of Incorporation and Bylaws (as such documents may be amended from time to time), the General Corporation Law of the State of Delaware and other applicable law.

5. Amendments and Waiver.

- a. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both parties.
- b. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.

6. Binding Effect.

This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7. Severability.

The provisions of this Agreement are severable, and any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect will not affect the validity or enforceability of any other provision of this Agreement.

8. Governing Law.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws.

9. Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understanding relating to such subject matter.

10. Miscellaneous.

- a. This Agreement may be executed by the Company and the Director in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.
- b. Any party may execute this Agreement by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party. Any party executing this Agreement by facsimile signature will promptly forward to the other party an original signature page by overnight courier.
- c. Director acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Company will continue his service as a director for any period of time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown above.

FITBUG INC

By:

Name: Anna Gudmundson

Title: Chief Executive Officer

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Tyler Tarr