

Work for Hire Agreement

This Work for Hire Agreement and Copyright Assignment, hereby referred to as "Agreement," is made on the 2024-01-02 hereby known as the "Effective Date" between XS Enterprises LLC, hereby referred to as "Client" and Joseph Andre Balbada & Jharold Cataluña, hereby known as "Contractor," with all parties collectively referred to as "Parties."

WHEREAS, the Client is a Limited Liability Company whose business is in the cloud based software application subscription and marketing trades.

WHEREAS, the Contractor is engaged in the software development

WHEREAS, the Client desires to engage the Contractor's services as a Work For Hire as an independent contractor.

THEREFORE, for good and valuable consideration as specified in this Agreement, the receipt and sufficiency of the Parties, intending to be legally bound, agree to the following:

1. Title and Copyright Assignment

The Parties intend this to be a contract for services, and each considers the Intangibilities rendered by the Contractor as work made for hire. The Contractor acknowledges and agrees that all Intangibilities (and all rights therein, including, but not limited to, copyright) belong to and shall be solely owned by the Client.

If for any reason, the Intangibilities are not considered a work made by hire under applicable state or federal law, the Contractor hereby agrees to transfer, assign or sell all Intangibilities created under the supervision of the Client, its assigns, and successors, including all royalties, income, claims, damages and payments should the Contractor create Intangibilities that are based upon, incorporated or derived from said Intangibilities and is hereafter due or payable with respect to it, and in all causes of action, within equity or law, for past, present, or future infringement based on copyright, and in and to all rights corresponding to the forgoing in the United States or throughout the world. If the Intangibilities fall under the provision of 17 U.S.C. §106A, the Contractor hereby waives and appoints the Client to assets on the Contractors behalf, the Contractor's moral rights, or any equivalent rights regarding the form or extent of any alterations to the Intangibilities or the making of derivative works based on the Contractors Intangibilities in any medium, for the Client's purposes.

The Contractor acknowledges to execute all documents and to perform acts as the Client may deem necessary to secure the Client's rights herein assigned.

2. Description of the Intangibilities

The Intangibility or Intangibilities will be as described:

The Contractor shall make a functioning email reviews software program as directed by client.

3. Delivery of Intangibilities

The Contractor agrees to deliver to the Client the completed Intangibilities in form and content satisfactory to the Client.

The delivery method will be mutually agreed upon by the Parties.

A progress report is necessary every Day.

If the Contractor fails to deliver the Intangibilities on time, the Client will have the right to terminate this Agreement.

4. Compensation

Contractor shall be paid the amount detailed in this paragraph (in parts, upon successful transfer of working code) in the following amount:

Project based upon completion totaling \$700.00 USD

5. Quoted Material

With the exception of any copyrighted material that falls under fair use law, the Intangibilities will not contain any copyrighted works unless permission was given by the copyright holder. The Contractor must receive consultation from

the Client before using the copyrighted material to file and approve of said materials. Any obligation associated with permissions is the responsibility of the Contractor.

6. Contractor's Warranty

The Contractor agrees that they have full power and authority to sign this Agreement, that the Intangibilities don't infringe on copyright, that they are the sole creators, and that they don't violate any rights or conduct themselves unlawfully. Should they violate copyright law, they must defend, indemnify and hold harmless the Client and/or its licensees against all damages, suits, claims, costs, and expenses that the Client or licensees are subjected to due to the unlawful nature in regards to the Intangibilities. Until the lawsuit is settled or withdrawn, the Client may withhold payment under the Agreement.

7. Amendments

The written provisions in this Agreement constitute the entire and sole Agreement made between both Parties concerning the Intangibilities. Any amendments to the Agreement will not be valid unless both Parties sign a separate document and agree to these new terms in writing. All oral agreements are null and void

8. Assignment, Binding Effect, Construction

This Agreement shall be created and interpreted according to the laws of the State of California and shall be binding to the Parties and their successors, heirs, personal representatives, and assigns. References to the Parties shall include successors, heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, all Parties have indicated their acceptance of the terms outlined in this Work for Hire Agreement by their signatures below on the Effective Date:

Academies of Music LLC
4200 Trabuco Rd, Suite 150,
Irvine, CA 92620



(signed)


Academies of Music LLC

Joseph Andre Balbada

(signed)

Joseph Andre Balbada

Jharold Cataluña



(signed)

Jharold Cataluña