

Dear Ethan Cliff Miñoza Dela Cruz,

This agreement, effective on the date specified at the signature portion of this agreement will confirm the understanding between the parties: you, Ethan Cliff Miñoza Dela Cruz and Amol Malankar regarding work to be done by you as more fully described below:

This Agreement supersedes and replaces any existing agreements between the parties stated above.

Coding, Web Development (JS, PHP, etc.), and Python Scripting for commercial, personal or any other use (hereinafter, the 'Work').

1. You agree to deliver the Work to us in a manner and form satisfactory to us.
2. Upon acceptance of the Work, we agree to pay you \$445 USD per month for (56 hours of service per week) and all rights in the Work. You will not receive any further payment from us. Contractor will be responsible for any transaction fees (ie. Paypal).

The monthly fee is of \$445 USD based on a total of 56 hours of service per week. If the actual hours of service provided by the contractor are less or more than 56 hours per week, the monthly fee will be adjusted accordingly.

Contractor must keep a log of hours worked with a detailed breakdown of the tasks performed, for approval prior to payment.

The logs and Work will be reviewed and must be approved and must be deemed satisfactory by the Client prior to payment.

3. You expressly acknowledge that the material contributed by you hereunder, and your services hereunder, are being specially ordered and commissioned by us for use in connection with [online websites, programs, and any other derivative applications or publications on any media]. The Work contributed by you hereunder shall be considered a 'work made for hire' as defined by the copyright laws of the United States. We shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of your services hereunder in whatever stage of completion. If for any reason the results and proceeds of your services hereunder are determined at any time not to be a 'work made for hire', you hereby irrevocably transfer and assign to us all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.
4. You agree that we may make any changes or additions to the Work prepared by you, which we in our sole discretion may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to you. You further agree to waive any so-called moral rights in the Work.
5. You represent that, except with respect to material furnished to you by us, you are the sole author of the Work and all of your services are original with you and not copied in whole or in part from any other work; that your Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.
6. The contractor should report daily by telecommunication (Skype, e-mail, with the client to update status of the project. Failing to communicate with the client for more than three (3) days will be grounds for termination without further explanation and without further pay. If the contractor is terminated the

completed and partial tasks will be paid for at the client's discretion and for an amount determined solely by the client.

7. It is understood and agreed to that the contractor may be provided certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that the following be kept confidential: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, code used for websites, code used for applications and code used for software or any other platform, productivity software, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as 'Confidential Information' at the time of its disclosure.

The Recipient agrees not to disclose the confidential information obtained from the discloser including employment status both present or past to anyone unless required to do so by law. This includes the use of Work or past employment for advertising. Any advertising must receive written approval from the client, and the client reserves the right to have advertising removed for any reason.

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

If the above reflects your understanding, please sign below to reflect your agreement to the above terms and your intention to be bound hereby.

Sincerely,

A handwritten signature in black ink, appearing to be 'Amol Malankar', written in a cursive style.

Client: Amol Malankar

Date: 10-29-2024

A handwritten signature in black ink, appearing to be 'Ethan Cliff Miñoza Dela Cruz', written in a cursive style.

Contractor: Ethan Cliff Miñoza Dela Cruz

Date: 10-29-2024