

## ***WORK FOR HIRE AGREEMENT***

This Work for Hire Agreement (this "Agreement") is made effective as of July 02, 2020, by and between Volo Applications (the "Recipient"), of 30 N Gould St Ste N, Sheridan, Wyoming 82801, and Ashton Morris (the "Contractor"), of \_\_\_\_\_, Hillside, New Jersey 07205. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

**1. DESCRIPTION OF SERVICES.** Beginning on July 02, 2020, Contractor will provide the following services (collectively, the "Services"):

The services being provided are frontend web app development specifically in the React framework

**2. PAYMENT FOR SERVICES.** Recipient will pay compensation to Contractor for the Services at a rate of \$32.00 per hour.

No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

**3. TERM/TERMINATION.** This Agreement shall terminate automatically on Feb 01, 2021 and be eligible for renewal.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is not an employee of the Recipient. Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

**5. TITLE AND COPYRIGHT ASSIGNMENT.**

a. Contractor and the Recipient intend this to be a contract for services and each considers the products and results of the Services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Recipient.

b. If for any reason the Work or any part thereof would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to the Recipient, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all clauses of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

c. If the Work is one to which the provisions of U.S.C. 106A apply, Contractor hereby waives and appoints the Recipient to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration of the Work (including, without limitation, removal or destruction) or making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for the Recipient's purposes.

d. Contractor agrees to execute all papers and to perform such other proper acts as the Recipient may deem necessary to secure for the Recipient or its designee the rights herein assigned.

**6. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**7. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

**8. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**9. WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Wyoming.

**12. SIGNATORIES.** This Agreement shall be signed by \_\_\_\_\_, CEO on behalf of Volo Applications and by Ashton Morris. This Agreement is effective as of the date first above written.

This Work for Hire Agreement is executed and agreed to by:

*Zachary Feldman*

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Zachary Feldman

zachary.feldman@voloapps.com

September 15, 2020 at 11:31 am

Recorded at IP 73.250.101.152

*Ashton Morris*

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Ashton Morris

amjsdev@gmail.com

September 15, 2020 at 11:33 am

Recorded at IP 76.117.150.155