

## WORK MADE FOR HIRE AGREEMENT

This Work-Made-For-Hire Agreement (the “**Agreement**”), dated as of \_\_\_\_\_ (the “**Effective Date**”) is by \_\_\_\_\_, a \_\_\_\_\_ individual and between Nicholas J. Fuentes, a Illinois Citizen, and America First, a Illinois sole proprietorship, with offices located in Chicago, Illinois (the “**Company**”), and the individual named below with a residence at the address set out below (“**Contributor**”). Company and Contributor agree as follows:

1. Services. Company hereby engages Contributor, and Contributor accepts such engagement, to provide to Company the services described on **Schedule A** (the “**Services**”) during the term set forth on **Schedule A** (the “**Term**”). The parties may amend **Schedule A** (attached hereto and incorporated herein by this reference) during the Term to revise the services or include additional services by mutual written agreement in accordance with this Agreement. Any extension of the Term requires the parties’ mutual written agreement.

2. Contributor Responsibilities.

(a) Contributor shall perform the Services in a professional manner, on a timely basis, and in accordance with the criteria and specifications set forth in this Agreement, including without limitation as set forth in **Schedule A** and in the Agreement’s terms and conditions. Contributor acknowledges that time is of the essence with respect to performance of the Services and that prompt and timely performance of all Services, including satisfying all performance and delivery date requirements and other requirements set forth in this Agreement, including without limitation in **Schedule A**, is strictly required.

(b) Unless otherwise set forth in **Schedule A**, Contributor shall furnish, at his/her own expense, the equipment, supplies, and other materials used to perform the Services. [Company shall provide Contributor with access to its equipment to the extent it deems necessary for the performance of the Services.

3. Company’s Rights.

(a) Company is and shall be the sole and exclusive owner of all right, title, and interest in and to the results and proceeds of the Services including any materials created or developed by Contributor pursuant to this Agreement (collectively, the “**Works**”), including without limitation all copyrights, other intellectual property rights, and exploitation rights therein, in perpetuity, throughout the universe, in any and all media whether now or hereafter known or devised, and by any and all technologies and means of delivery whether now or hereafter known or devised. In furtherance of the foregoing, Contributor agrees that the Works have been specially ordered or commissioned by Company as works made for hire for Company as defined in Section 101 of the Copyright Act of 1976, and Company is and shall be considered the sole and exclusive author of the Works for all purposes. To the extent the Works or any part thereof do not qualify as work made for hire, Contributor hereby irrevocably and unconditionally: (i) assigns, transfers, and otherwise conveys to Company throughout the universe, in perpetuity, in any and all media whether now or hereafter known or devised,

and by any and all technologies and means of delivery whether now or hereafter known or devised, all right, title, and interest in and to such Works, including without limitation all copyrights and other intellectual property rights therein, which include without limitation all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers, alleged infringers, and potential infringers; and (ii) waives any and all claims Contributor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to such Works.

(b) Without limiting the foregoing, Company’s rights in the Works include the right to change, edit, and rearrange the Works, and subtract from, add to, and combine the Works with any other material, in whole or in part, as Company and its successors and assigns determine in their sole discretion. Company has no obligation to use the Works or to exercise any rights granted herein. Contributor has no right to review or approve the Works before they are used by Company or at any other time.

4. Credit. Any acknowledgment or credit of Contributor, if any, shall be determined by Company in Company’s sole discretion; provided, however, that any casual or inadvertent failure by Company, or any failure by any third party, to provide any such credit will not be considered a breach of this Agreement by Company and in no event will Contributor be entitled to injunctive or other equitable relief as a consequence of any such failure.

5. Termination.

(a) Upon any termination or expiration of this Agreement, Contributor shall promptly after such termination, deliver to Company all deliverables under **Schedule A** (whether complete or incomplete) and any of Company’s equipment or other materials in Contributor’s possession.

(b) Any rights or obligations of the parties set forth in this Agreement which, by their nature, should survive termination or expiration of this Agreement, including representations, warranties, and indemnification obligations, will survive any such termination or expiration.

6. Representations and Warranties. Contributor hereby represents and warrants that (a) he/she is at least eighteen (18) years of age and has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully his/her obligations set forth in this Agreement; (b) his/her participation in the provision of the Services and the use by Company or any other party of the Works and any rights granted hereunder do not and will not defame or violate any right (including without limitation copyright, trademark, trade secret, or privacy or publicity rights) of, or conflict with or violate any contract or agreement with or commitment made to, any person or entity; (c) no consent or authorization from, or any payment to, any third party is required in connection with [his/her] provision of the Services hereunder; (d) any material furnished by Contributor hereunder is and will be wholly original with Contributor, is not and will not be copied in whole or in part or based upon any other work, and has not been and will not be exploited in any manner or medium other than by Company; and (e) he/she will perform the Services hereunder in compliance with all applicable federal, state, and local laws

and regulations. Contributor acknowledges that Company is not a signatory to any guild, union, or other collective bargaining agreement and that this Agreement and Contributor's services are not subject to any such agreement.

7. Indemnification. Contributor shall indemnify, defend, and hold harmless Company and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to: (a) bodily injury, death of any person, or damage to real or personal property resulting from Contributor's acts or omissions; or (b) any breach by Contributor of his/her representations, warranties, or other obligations hereunder.

8. Relationship of the Parties.

(a) Contributor is a volunteer intern for Company, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contributor and Company for any purpose. Contributor has no authority (and shall not hold himself/herself out as having authority) to bind Company and shall not make any agreements or representations on Company's behalf without Company's prior written consent.

(b) Any persons employed or engaged by Contributor in connection with the performance of the Services must be Contributor's employees or contractors and Contributor shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employee or contractor. Contributor shall require each such employee and contractor to execute written agreements securing for Company all rights granted to Company in this Agreement prior to such employee or contractor providing any services (including without limitation the Services) under this Agreement.

9. Miscellaneous.

(a) Contributor hereby waives his/her right to injunctive and other equitable relief in the event of a dispute with Company.

(b) On Company's request, Contributor shall execute and deliver all documents and instruments of conveyance, and take all further actions, necessary to further evidence or effectuate Company's rights under this Agreement. In the event Company is unable, after reasonable effort, to obtain Contributor's signature on any such document or instrument, Contributor hereby irrevocably designates and appoints Company as Contributor's agent and attorney-in-fact, to act for and on his/her behalf solely to execute and file any such document or instrument and do all other lawfully permitted acts to further the registration, issuance, and protection of copyrights, other intellectual property, or other rights hereunder with the same legal force and effect as if Contributor had executed them. Contributor agrees that this power of attorney is coupled with an interest.

(c) No waiver by any party of any of the provisions hereof will be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) This Agreement is personal to Contributor. Contributor shall not assign or otherwise transfer any of his/her rights, or delegate, subcontract, or otherwise transfer any of his/her obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(e) This Agreement and all matters arising out of this Agreement, including tort and statutory claims, are governed by the laws of Illinois, without giving effect to any conflict of laws provisions thereof. Either party shall/may institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in Chicago, Illinois, and each party irrevocably submits to the jurisdiction of such courts in any legal suit, action, or proceeding.

(f) This Agreement, including any exhibits and schedules incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Contributor shall not disclose this Agreement, in whole or in part, or any information about this Agreement without Company's prior written consent.

(h) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set out above.

CONTRIBUTOR

COMPANY

\_\_\_\_\_

Name:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **SERVICES**

Description of Services: Work includes but is not limited to: any reasonable role for a Cyber Security member, conducting penetration testing, testing cyber security defenses, creating audit reports on cyber security matters, prepare cyber defense and offense strategy. Assit with editing and revising our websites for cybersecurity matters. Websites include but are not limited to nicholasjfuentes.com, merch.nicholasjfuentes.com and others. Any other tasks at our discretion.

Term:

The term of this Agreement shall commence on 1/10/21 and continue until 1/10/23 or until the Services are completed, unless earlier terminated in accordance with Section 5 (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between the parties.