

**RCHAIN TASK STRATEGIC PARTNERSHIP AGREEMENT**

**by and between**

**RChain Cooperative**

**a Washington Cooperative,**

**and**

\_\_\_\_\_ ,

**a** \_\_\_\_\_.

## RCHAIN TASK STRATEGIC PARTNERSHIP AGREEMENT

THIS RCHAIN TASK STRATEGIC PARTNERSHIP AGREEMENT (the “**Agreement**”) is made and entered into effective as of April 19, 2018 (the “**Effective Date**”) by and between RChain Venture Partners LLC, a Washington limited liability Project Submitter (“**RChain**”), and \_\_\_\_\_, a [state] [entity/resident] (“**Project Submitter**”). RChain and Project Submitter may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

### RECITALS

WHEREAS, Project Submitter has extensive knowledge, contacts and experience in the [ ] space;

WHEREAS, RChain Cooperative (“**RChain**”) is a Washington cooperative association that is building a public blockchain platform (the “**RChain Blockchain**”) written in the Turing-complete, byzantine fault-tolerant Rholang programming language (“**Rholang**”) and desires to have Rholang-based DApps (“**RChain DApps**”) and decentralized services used atop the RChain Blockchain;

WHEREAS, RChain is an incubator of RChain DApps and other decentralized products and

WHEREAS, each Party believes it is mutually beneficial to enter into a strategic partnership (“**Strategic Partnership**”) relationship with the other Party.

NOW, THEREFORE, the Parties agree as follows:

### ARTICLE 1 STRATEGIC PARTNERSHIP

1.1. **Purpose of the Strategic Partnership Agreement.** The Parties agree that Project Submitter currently possesses knowledge of blockchain business operations and/or intellectual property relevant and dedicated to the type of business conducted by RChain. The Parties agree to enter into the Strategic Partnership in order to advance the business intentions of all Parties, including the coordinated and synchronized release of certain products and/or services developed by Project Submitter with the release of the operational RChain Blockchain (the “**Partnership Objectives**”). All efforts of the Parties, or either Party, on behalf of the Strategic Partnership, must be consistent with the Partnership Objectives.

1.2. **Services and/or Products Provided by Project Submitter.** In order to achieve the Partnership Objectives, Project Submitter will help to promote, educate and deploy the decentralized services and/or products set forth below.

- a. Project Submitter shall, on behalf of RChain and RChain, provide the following services (collectively, the “**Project Services**”):
  - i. \_\_\_\_\_.
  - ii. \_\_\_\_\_; and

iii. \_\_\_\_\_.

1.3. **Services Provided by RChain.** In order to achieve the Partnership Objectives, RChain will provide to Project Submitter the services set forth below (the “**Services**”).

- a. RChain will use all reasonable effort and resources necessary to facilitate Project Submitter’s efforts related to the Project Services so that such efforts are coordinated and synchronized with RChain’s development of the RChain Blockchain to ensure promotion and adoption of the RChain Blockchain.

## ARTICLE 2 COMPENSATION

2.1. **Project Submitter’s Compensation.** For and in consideration of the Project Services, RChain has agreed to pay Project Submitter that quantity of RHOC (defined below) [ ] upon the successful completion of the Project Services as determined at the sole discretion of the RChain Task Approval Committee. “**RHOC**” as used herein means the cryptographic token created by RChain and commonly referred to as RHOC.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants to the other Party as follows:

- 3.1. This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms.
- 3.2. The execution, delivery, and performance of the Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- 3.3. Such Party has not granted any right to any third party relating to such Party’s respective intellectual property rights licensed hereunder which would conflict with the rights granted to the other Party hereunder.
- 3.4. At all stages of providing the Project Services, Project Submitter will facilitate dialogue amongst other application developers who may be in a contract with Project Submitter.
- 3.5. [Reserved.]
- 3.6. All intellectual property (“**IP**”) created with respect to the Services set forth in Section 1.3 of this Agreement will be the property of RChain and Project Submitter unless otherwise negotiated and agreed to by RChain and Project Submitter. RChain will grant to Project Submitter a non-exclusive, perpetual, irrevocable, royalty-free, fully paid, worldwide license to exercise rights resulting from the Project Services as follows:
  - a. to reproduce the IP, to incorporate the IP into one or more collective products, and to reproduce the IP as incorporated in the collective product; and

b. to create and reproduce products derived from the IP.

3.7. RChain and Project Submitter will not use the RHOC to transact in any manner that (i) jeopardizes RHOC's status as a software access token or other relevant and applicable description of the RHOC as an "asset"—not a security— or (2) violates, in any manner, applicable U.S. Securities laws.

3.8 The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by RChain are reserved.

#### ARTICLE 4 TERM AND TERMINATION

4.1. **Term.** This Agreement will commence as of [ ] and will end on [ ].

4.2. **Surviving Rights.** The obligations and rights of the Parties under Articles 2, 3, 4, and 5 of this Agreement will survive the termination of this Agreement.

4.3. **Termination.** The failure of either Party to provide Services set forth in Sections 1.2 and 1.3 of this Agreement will constitute an "Event of Default" and accordingly will entitle the other Party to terminate the Agreement.

#### ARTICLE 5 MISCELLANEOUS

5.1. **Assignment.** Neither Party will assign any of its rights and obligations hereunder except (i) as incident to the merger, consolidation, reorganization, or acquisition of stock affecting actual voting control or of substantially all of the assets of the assigning Party; or (ii) to an Affiliate; provided, however, that in no event will either Party's rights and obligations hereunder be assigned without prior written notice to the other Party. In any case, neither Party may make an assignment of its assets which renders it unable to perform its material obligations hereunder. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

5.2. **Retained Rights.** Nothing in this Agreement will limit in any respect the right of any of the Parties to develop and market products using such Party's intellectual property, but no license to use the other Party's intellectual property that is existence prior to this Agreement has been granted herein, whether expressly or by implication.

5.3. **Further Actions.** Each of the Parties agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

5.4. **Waiver.** Except as specifically provided for herein, the waiver from time to time by either of the Parties of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of same or of any other of such Party's rights or remedies provided in this Agreement.

- 5.5. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any Party or circumstance will, to any extent, be held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to Parties or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- 5.6. **Ambiguities.** Ambiguities, if any, in this Agreement will not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.
- 5.7. **Entire Agreement.** This Agreement and any agreements referenced herein set forth all the covenants, promises, agreements, warranties, representations, conditions, and understandings between the Parties hereto with regard to the subject matter discussed herein supersedes and terminates all prior agreements and understanding between the Parties with regard to the subject matter discussed herein. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties with regard to the subject matter discussed herein other than as set forth in this Agreement or any agreements referenced herein.
- 5.8. **Headings.** The Section and Paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of the Section or Paragraphs to which they apply.
- 5.9 **Governing Law and Venue.** This Agreement will be governed by the interpreted in accordance with the laws of the State of Washington without reference to its conflicts of laws rules or principles. Each of the Parties consent to the exclusive jurisdiction of either (i) the Washington State Superior Court in and for King County or (ii) the federal court for the Western District of the State of Washington in connection with any dispute arising under this Agreement and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdictions.

*[Remainder of page left blank intentionally; Signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their proper officers as of the Effective Date.

**[STRATEGIC PARTNER]**

\_\_\_\_\_

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

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

**RCHAIN VENTURE PARTERS LLC**

\_\_\_\_\_

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

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