



Soul Software Inc.

# Involvement Agreement (561163562362470411)

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## Involvement Agreement

This Involvement Agreement ("Agreement") is entered into as of the 16th day of March, 2025, by and between **Soul Software Inc.**, a California corporation with its principal place of business at **4524 Sherman Oaks Ave, Sherman Oaks, CA 91403** ("**Company**"), and EmbodyGames PTY LTD (with ACN. 675 528 837), with its principal place of business at 38 Barford Street Moorooka 4105 QLD ("**Participant**").

**WHEREAS**, Participant desires to engage with the Company in a capacity that may include, but is not limited to, software development, consultation, or other activities as mutually agreed upon from time to time; and

**WHEREAS**, the Company desires to establish the terms and conditions of Participant's involvement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Engagement of Services

1.1 **Non-Exclusive Relationship**. Participant may engage with the Company on projects or assignments as mutually agreed upon in writing from time to time. This Agreement does not obligate the Company to assign any work to Participant, nor does it obligate Participant to accept any work offered by the Company.

1.2 **Standard of Performance**. Participant shall perform any agreed-upon services with the highest degree of professionalism, in accordance with industry standards, and in compliance with all applicable laws and regulations.

### 2. Compensation

2.1 **Project-Based Payment**. The Company agrees to compensate Participant solely for completed work that meets all agreed-upon requirements, deadlines, and specifications, as outlined in any project-specific agreements, statements of work ("SOW"), or similar written communications between the parties.

2.2 **No Work, No Payment**. No payment shall be due if Participant does not perform any work or if no work is assigned.

### 3. Confidentiality



**3.1 Definition of Confidential Information.** "Confidential Information" means any non-public information, in any form, disclosed by the Company to Participant that a reasonable person would understand to be confidential or that is designated as confidential at the time of disclosure. Confidential Information includes, but is not limited to, trade secrets, technical data, client lists, business strategies, source code, designs, financial information, and any information regarding the Company's contractors, employees, affiliates, suppliers, or customers.

**3.2 Obligations.** Participant agrees to:

- (a) hold all Confidential Information in strict confidence;
- (b) use the Confidential Information only for purposes of performing services under this Agreement; and
- (c) not disclose or make available any Confidential Information to any third party without the Company's prior written consent.

**3.3 Return or Destruction.** Upon termination of this Agreement or upon the Company's request, Participant shall promptly return or destroy all materials containing Confidential Information and certify in writing that all such materials have been returned or destroyed.

**3.4 Remedies for Breach.** Participant acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Company. In addition to any other remedies available at law or in equity, the Company shall be entitled to seek injunctive or other equitable relief to enforce this Section.

## **4. Limitation of Liability**

**4.1 No Indirect Damages.** To the maximum extent permitted by law, the Company shall not be liable to Participant or any third party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the form of action, even if advised of the possibility of such damages.

**4.2 Cap on Damages.** The Company's total cumulative liability for any and all claims arising out of or relating to this Agreement, under any legal theory, shall be limited to the total compensation actually paid by the Company to Participant for the specific work giving rise to the claim.

## **5. Representation of the Company**

**5.1 Professional Conduct.** Participant agrees to conduct themselves in a professional, respectful, and ethical manner at all times while engaged in activities related to the Company and shall not engage in conduct that could harm the Company's reputation, relationships, or public image.

**5.2 Compliance.** Participant shall comply with all applicable federal, state, and local laws, and with all Company policies and guidelines (including codes of conduct, communication protocols, and confidentiality requirements) as provided by the Company from time to time.

**5.3 Public Statements.** Participant shall not make any public statements or disclosures on behalf of the Company without prior written approval from an authorized representative of the Company.



5.4 **No Authority to Bind.** Participant acknowledges that they have no authority to enter into contracts or make commitments on behalf of the Company and shall not hold themselves out as having such authority.

## 6. Intellectual Property

6.1 **Ownership.** All work product, deliverables, software, inventions, writings, designs, processes, and related materials created, made, or conceived by Participant in connection with or arising from services performed for the Company under this Agreement (collectively, "Work Product") shall be the sole and exclusive property of the Company.

6.2 **Assignment.** Participant hereby irrevocably assigns to the Company all right, title, and interest (including all intellectual property rights) in and to any Work Product. Participant shall execute any documents and take any further actions reasonably requested by the Company to confirm and protect the Company's ownership of the Work Product.

## 7. Independent Contractor Status

7.1 **Independent Contractor.** The parties agree that Participant's relationship with the Company is that of an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or any other agency relationship between the parties.

7.2 **Taxes and Benefits.** Participant is solely responsible for paying all applicable taxes (including income tax, self-employment tax, and any other taxes or contributions) arising from any compensation under this Agreement. Participant shall not be entitled to any benefits provided to employees of the Company, including but not limited to health insurance, paid time off, or retirement benefits.

## 8. Indemnification

Participant shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates (collectively, "Indemnified Parties") against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- (a) any breach of this Agreement by Participant,
- (b) Participant's negligence or willful misconduct, or
- (c) Participant's violation of any applicable laws or regulations.

The Indemnified Parties shall promptly notify Participant of any claim for which indemnification is sought and reasonably cooperate in the defense at Participant's expense. The Indemnified Parties may participate in the defense at their own expense.

## 9. Dispute Resolution

9.1 **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement (including its interpretation, performance, or breach) shall be settled by binding arbitration administered by the American Arbitration Association in Los Angeles, California, pursuant to its applicable rules.



**9.2 Equitable Relief.** Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Confidential Information or intellectual property rights from actual or threatened infringement, misappropriation, or violation.

**9.3 Attorneys' Fees and Costs.** The prevailing party in any arbitration or legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

## 10. Term and Termination

**10.1 Term.** This Agreement shall commence on the date first written above and shall remain in effect until terminated as provided herein.

**10.2 Termination by Notice.** Either party may terminate this Agreement upon seven (7) days' written notice to the other party.

**10.3 Immediate Termination.** The Company may terminate this Agreement immediately in the event of any material breach by Participant.

## 11. Survival

The provisions of Sections 3 (Confidentiality), 4 (Limitation of Liability), 5 (Representation of the Company), 6 (Intellectual Property), 8 (Indemnification), 9 (Dispute Resolution), this Section 11 (Survival), and any other provisions that by their nature should survive, shall survive any expiration or termination of this Agreement.

## 12. Miscellaneous

**12.1 Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, agreements, or understandings.

**12.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

**12.3 Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**12.4 Assignment.** Participant may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company. The Company may freely assign or transfer this Agreement.

**12.5 Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed effectively given when delivered personally, by a nationally recognized overnight courier, by registered or certified mail (return receipt requested, postage prepaid), or by email with confirmation of receipt, addressed to the addresses set forth below or to such other address as a party may designate by notice to the other.

**If to the Company:**



Soul Software Inc.

4524 Sherman Oaks Ave Sherman Oaks, CA 91403

Email: legal@soulsoftware.org

Online Communication Platforms: Discord User 893317610744184903

**If to Participant:**

Email:

Online Communication Platforms: Discord User

12.6 **No Waiver.** The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse any subsequent noncompliance.

12.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of electronic signatures or scanned images shall be legally binding and shall have the same force and effect as the exchange of original signatures.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.



## Electronic Signatures

**Quinten Bench**

EmbodyGames PTY LTD

**Email:** contracts@embodygames.com

March 25, 2025 22:46

## Audit trail

**March 16, 2025 17:59**

Contract is sent to Quinten Bench contract@embodygames.com

**March 25, 2025 22:45**

Contract is sent to Quinten Bench contracts@embodygames.com

**March 25, 2025 22:46**

Viewed by Quinten Bench

**March 25, 2025 22:46**

Email address verified Quinten Bench contracts@embodygames.com

**March 25, 2025 22:46**

Signed by Quinten Bench (IP: 116.255.16.65)

**March 25, 2025 22:46**

**Document finalized**

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