DAOLABS, LLC

INNOVATIONS AND ASSIGNMENT AGREEMENT

This Agreement is made and entered into, as of **January 1, 2022** (“Effective Date”), by and between DAOLABS, LLC (“Company”), having a principal place of business at FL, and \_\_\_\_\_\_\_\_, (“Contractor”).

# Consideration. This Agreement is signed in conjunction with an Independent Contractor Agreement (“ICA”) and is incorporated therein. The parties agree that in performing the work under the ICA and the remuneration identified therein shall be good and reasonable consideration for the duties and obligations found in this Agreement.

# “Proprietary Information” Definition. “Proprietary Information” includes (a) any information that is confidential or proprietary, technical or non-technical information of Company, including for example and without limitation, information related to Innovations (as defined in Section 4 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulae, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, financial information, business plans, customers and suppliers and any other nonpublic information that has commercial value or (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to Contractor by Company, a third party or otherwise that Contractor may learn during my contract with Company.

# Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company’s assigns, Company’s customers and Company’s suppliers, as applicable. Company, Company’s assigns, Company’s customers and Company’s suppliers, as applicable, are the sole and exclusive owners of all patents, copyrights, mask works, trade secrets and other rights in and to the Proprietary Information. Contractor will not disclose any Proprietary Information to anyone outside Company, and Contractor will use and disclose Proprietary Information to those inside Company only as may be necessary in the ordinary course of performing its duties as a contractor of Company. If Contractor has any questions as to whether information constitutes Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, Contractor will consult with my manager at Company.

# “Innovations” Definition. In this Agreement, “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

# Disclosure and License of Prior Innovations. Company has listed on Exhibit A (“Prior Innovations”), attached hereto, all Innovations relating in any way to Company’s Business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by Contractor prior to the contract with Company (collectively, the “Prior Innovations”). Contractor represents that neither Contractor or any of its employees, agents assigns or other associated with Contractor have no rights in any such Company-related Innovations other than those Innovations listed on Exhibit A. If nothing is listed on Exhibit A (“Prior Innovations”), Contractor represents that there are no Prior Innovations at the time of signing this Agreement. Contractor hereby grant to Company and Company’s designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that Contractor incorporates or permits to be incorporated, in any Innovations that Contractor, solely or jointly with others, conceive, develop or reduce to practice during my contract with Company (the “Company Innovations”). Notwithstanding the foregoing, Contractor will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company’s prior written consent.

# Future Innovations. Contractor will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by Contractor, its employees, agents or assigns during the term of the contract and for three (3) months thereafter, whether or not Contractor believes such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such information in confidence.

# Disclosure and Assignment of Company Innovations. Contractor will promptly disclose and describe to Company all Company Innovations. Contractor hereby does and will specifically assign to Company or Company’s designee all rights, title, and interest in and to any and all Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Contractor to Company, Contractor hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by Contractor to Company, Contractor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company’s successors in interest. Contractor agrees to provide the names of all employees who will perform work pursuant to this Agreement (Exhibit “B”) and have them sign this agreement to indicate their understanding of their duties of non-disclosure and confidentiality as well as their obligations to disclose any prior innovations and to specifically assign all rights and claims developed under this Agreement.

# Exclusion from Assignment. Contractor understands that its obligation to assign, license or waive a claim with respect to any Innovation must comply with the requirements of RCW 49.44.140. Pursuant to this Washington statute, Section 7 of this Agreement (Disclosure and Assignment of Company Innovations) does not apply to, and Contractor does not assign its rights to any Innovation (whether a Company Innovation or otherwise) when Contractor or its employees, agents or assigns, can prove that: (a) the Innovation was developed entirely outside of the time covered by this Agreement; (b) Contractor, its employees, agents or assigns did not use Company equipment, supplies, facilities , or trade secret information in its development; (c) the Innovation does not relate (i) directly to the Business of Company, or (ii) to the actual or demonstrably anticipated research or development of Company; and (d) the Innovation does not result from any work performed by Contractor, its employees, agents or assigns for Company. This Section will be construed to apply to all Innovations with which Contractor is involved from this date forward, as well as all Company Innovations with which Contractor has been involved since the Agreement with Company began.

# Restriction on Use of Software. Contractor agrees that neither it, its employees, agents and assigns shall be prohibited and shall not use or deploy any software, programs or other intellectual property owned by Company or developed during the period of Agreement with Company for a period of 18 (eighteen) months after Company publishes or otherwise makes the software, programs or intellectual property available in open source. Contractor acknowledges that due to the nature of the Company’s Business, there is no restriction on the geographical scope of this prohibition of use to Company and further acknowledges that Company competes on a worldwide basis and that the geographical scope of these limitations is reasonable and necessary for the protection of Company’s trade secrets and other Proprietary Information. Contractor further acknowledges that if a court of competent jurisdiction finds this restriction provision invalid or unenforceable due to unreasonableness in time, geographic scope, or scope of the Business, then such court will interpret and enforce this provision to the maximum extent that such court deems reasonable.

# Cooperation in Perfecting Rights to Innovations. Contractor agrees to perform, during and after the terms of this contract, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure any necessary signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Innovations as provided under this Agreement, Contractor hereby irrevocably designates and appoints Company and Company’s duly authorized officers and agents as Contractor’s agents and attorneys‑in‑fact to act for and on Contractor’s behalf and instead to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

# Contract at Will. Contractor acknowledges that the contract will be of finite duration and that either Company or Contractor will be free to terminate the contract at any time with or without cause. Contractor also acknowledges that any representations to the contrary are unauthorized and void, unless contained in a formal written contract signed by an officer of Company.

# Return of Materials. At any time upon Company’s request, and when the contract with Company is over, Contractor will return all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that the Company has provided to me. Contractor will provide Company with a written certification of its compliance with the obligations under this Section.

# Survival. This Agreement (a) will survive the contract with Company; (b) does not in any way restrict Contractor’s right to terminate or the right of Company to terminate the contract at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon Contractors heirs and legal representatives.

# Non-Disparagement. During the contract with Company and after the termination thereof, Contractor, its employees, agents and assigns will not disparage Company, its products, services, agents or contractors.

# Injunctive Relief. Contractor agrees that if it violates this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

# Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by certified or registered mail, return receipt requested, upon verification of receipt; (e) or by email to the email address listed below. Notices to Contractor will be sent to any address in Company’s records or the email address listed below.

# Governing Law; Forum. This Agreement will be governed by the laws of the United States of America and by the laws of the State of Washington, as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Company and Contractor each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in King County, Washington, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in King County, Washington, such personal jurisdiction will be nonexclusive.

# Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision will be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

# Waiver; Modification. If Company waives any term, provision or breach by Contractor of this Agreement, such waiver will not be effective unless it is in writing and signed by Company. No waiver will constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only if both Company and Contractor consent in writing.

# Entire Agreement. This Agreement represents the entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement is signed together with an ICA as outlined in Section 1.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Executed as of the Date listed above.

COMPANY CONTRACTOR

DAOLABS, LLC

By: By:

Reed Yurchak

Law Offices of Reed Yurchak Email:

Bellevue, WA 98005 *Contractor*

Email: Reed@yurchaklaw.com

*Attorney for LLC*

Exhibit A

PRIOR INNOVATIONS

Check one of the following:

[ ] NO SUCH PRIOR INNOVATIONS EXIST.

OR

[ ] YES, SUCH PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

EXHIBIT “B”

Executed as of the date of this Agreement.

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature

Employee Name Signature