



Work-for-Hire and Mutual Non-Disclosure Agreement

This Agreement is made and entered into by and between Relli, a California corporation (“**Relli**”), and _____, who is a UCLA Student and will be providing services to Relli in exchange for access to and participation in a UCLA training program (“**Provider**”), effective as of _____ (“**Effective Date**”).

RECITALS

- WHEREAS, Relli is engaged in the business of providing a proprietary online platform for real estate development fundraising and desires to collaborate with Provider, including its students and faculty, to assist in developing software, web, and application components (the “Work Product”);
- WHEREAS, Provider has agreed to voluntarily participate in such collaboration as part of an academic program and learning opportunity, and no compensation will be exchanged between the parties;
- WHEREAS, in the course of this collaboration, each party may share certain confidential and proprietary information with the other; and
- WHEREAS, Relli and Provider desire to memorialize their understanding regarding the ownership of the resulting work product and mutual confidentiality obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, the parties agree as follows:

1. Work Product Ownership and Assignment

1.1 Definition of Work Product: “Work Product” means all inventions, designs, works of authorship, documents, software code, algorithms, web or app functionalities, business processes, systems, know-how, discoveries, improvements, data models, reports, flowcharts, prototypes, and other materials created by Provider or other participants in the same program as Provider or faculty in connection with or arising out of the collaboration with Relli.

Provider agrees to maintain in strict confidence all Work Product and any non-public, proprietary, or confidential information of Relli, whether in written, oral, electronic, or any other form (“Confidential Information”). Provider shall not disclose, use, or permit the use of any of Relli’s ideas, materials, or Confidential Information except as strictly necessary to perform the services or deliver the products expressly contemplated by this Agreement.



Provider further agrees not to enter into any contract, agreement, or relationship with any third party, including but not limited to the University of California, Los Angeles (“UCLA”), that would conflict with or undermine Relli’s sole and exclusive ownership of the Work Product or contradict the work-for-hire provisions set forth in this Agreement. Provider shall promptly notify Relli of any potential conflict and obtain Relli’s prior written consent before proceeding with any such engagement.

1.2 Ownership: All rights, title, and interest in and to the Work Product shall be the sole and exclusive property of Relli. To the extent not deemed a “work made for hire,” Provider agrees to and hereby does assign to Relli all such rights, title, and interest, including all associated intellectual property rights, without the need for further payment, and further agrees to cooperate with Relli to get the same from UCLA if and as necessary.

2. No Compensation or Employment Relationship

2.1 No compensation, royalties, equity, or other financial consideration shall be paid or owed by either party. The services provided by Participant is part of a voluntary academic project with UCLA nor any employment relationship with Relli.

2.2 Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

3. Mutual Confidentiality

3.1 Definition: “Confidential Information” means all non-public, proprietary, technical, financial, or business information disclosed by one party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is either marked as confidential or would reasonably be considered confidential given the nature of the information and the circumstances of disclosure.

3.2 Exclusions: Confidential Information does not include information that (a) is or becomes publicly known through no breach of this Agreement, (b) is received from a third party without breach of a duty, (c) is independently developed without use of Confidential Information, or (d) was already lawfully in the Receiving Party’s possession.

3.3 Obligations: Each party agrees to (a) protect the other party’s Confidential Information using at least the same degree of care it uses to protect its own confidential information, (b) not disclose such information to third parties without prior written consent, and (c) not use such information for any purpose other than the performance of this Agreement.

3.4 Limitations: The Disclosing Party agrees to only share Confidential Information necessary for participation in the collaboration and to avoid disclosing unnecessary proprietary or sensitive information.



3.5 Return or Destruction: Upon request or termination of this Agreement, each party shall return or destroy the other party's Confidential Information, except as required to be retained for academic records or legal compliance.

4. Term and Termination

4.1 This Agreement is effective as of the Effective Date and continues until all Work Product is delivered or the collaboration ends, whichever is earlier.

4.2 Either party may terminate this Agreement upon written notice. Termination shall not affect ownership of any Work Product created prior to termination or the obligation to maintain confidentiality.

5. Indemnification and Limitation of Liability

5.1 Participant shall not be liable for any damages arising from the use of the Work Product provided in good faith for academic purposes. Relli acknowledges the Work Product is provided "as-is" without warranties.

5.2 Neither party shall be liable to the other for indirect, incidental, or consequential damages.

6. Governing Law and Dispute Resolution

6.1 This Agreement shall be governed by the laws of the State of California. Venue for any legal proceedings shall lie in Orange County, California.

6.2 The parties agree to first attempt to resolve any disputes informally and then through non-binding mediation before resorting to litigation. The prevailing party shall be entitled to reasonable attorneys' fees.

7. General Provisions

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to its subject matter.

7.2 Amendment: This Agreement may only be amended in writing signed by both parties.

7.3 Severability: If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect.

7.4 Counterparts: This Agreement may be signed in counterparts and delivered electronically.

{Signature Page to follow}



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Relli, Inc.

Participant

Signature

Signature

Name

Name

Title

Date

Date