

WORK FOR HIRE AND ASSIGNMENT AGREEMENT

This Assignment Agreement (the “Agreement”) is made and effective as of the date of the last signature below (the “Effective Date”),

FROM: Syed Yousuf Raza Ali (the “Assignor”), an individual of Pakistan, with an address of:

IN FAVOR OF: Scofa, LLC (the “Assignee”), a Florida Limited Liability Company, with an address of:

6405 West Gulf to Lake Highway
Crystal River, Florida 34429

WHEREAS, Assignor is the creator and owner of all rights in the Work Product;

WHEREAS, Assignor desires to transfer the entire ownership, right, title, and legal and equitable interests in and to the Work Product (and all renewals and extensions thereof) to Assignee; and

WHEREAS, Assignee desires to acquire exclusively all right, title, and interest in and to said Work Product (and all renewals and extensions thereof) in and to the Work Product including the right to reproduce, prepare derivative works, display, and all other such rights as exist under copyright law in the United States and throughout the world.

Article I. DEFINITIONS.

- I.1. “Assignor Copyrights”** means any and all common law and registered copyrights and copyright applications in and to the materials.
- I.2. “Assignor Intellectual Property”** means, collectively, all (i) Assignor Copyrights, (ii) Assignor Patent Rights, (iii) Background Technology, (iv) Inventions, (v) Work Product, and (vi) other intangible assets currently owned by the Assignor, including, without limitation, if and to the extent in existence, any and all goodwill, trade secrets, know how, compilations, programs, devices, methods, techniques, processes, designs, technical data, and all information that derives independent economic value, actual or potential, from not being generally known or known by competitors and which Assignor has utilized in connection with the Software or the Background Technology.
- I.3. “Assignor Patent Rights”** means patents, patent applications, and underlying technology and development contained therein.
- I.4. “Background Technology”** means the various preexisting development tools, routines, subroutines and other programs, data and materials that Assignor includes in the Software.
- I.5. “Confidential Information”** means all non-public and confidential or proprietary information that is provided by Discloser to Recipient pursuant to the Purpose, including, but not limited to, information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-

how; and (d) business information, including operations, planning, marketing interests, and products.

- I.6. **“Documentation”** means all written materials, binders, training disks, and other materials that describe in reasonable detail the complete operation and technical specifications of the Software.
- I.7. **“Inventions”** means all inventions, developments and discoveries, which relate to, are connected with, or that are or have been used in connection with the Software, the Assignor Intellectual Property and any services offered therein or any functionality thereof.
- I.8. **“Object Code”** means machine-executable computer software prepared by compiling and linking the Software’s Source Code.
- I.9. **“Software”** means the computer software and website interface, including all computer code and scripts in both Object Code and Source Code formats, together with all build instructions and Documentation, and any and all upgrades, revisions, plug-ins or other improvements.
- I.10. **“Source Code”** means a collection of computer program statements and instructions written by a programmer in human-readable form that can be converted to an equivalent Object Code form, including header files, make files, build scripts and data files required or necessary to enable a user to operate, maintain, modify and improve the Software.
- I.11. **“Work Product”** means the information, reports, techniques, Inventions, writings, computer programming, audio content, audiovisual content, concepts, content, copyrights, developments, designs, Documentation, ideas, images, formulas, content, graphics, graphic design, improvements, mask work rights, modifications, moral rights, patent and industrial property rights, processes, production, programs, Software, specifications, streams, systems, trademarks, trade secrets, Works, works of authorship, and other material.
- I.12. **“Works”** means any and all works of authorship including works which are copyrightable, trademarkable, or copyrightable, including but not limited to works of authorship, artistic works, visual works, literary works, source code, and content.

Article II. ASSIGNOR’S TITLE

- II.1. **Assignor’s Title to Intellectual Property.** Assignor represents and warrants to Assignee that Assignor is the owner of all rights in and to the Work Product and is the sole proprietor of the intellectual property therein. Assignor acknowledges that no open source code or other third party materials were used in the creation of the Work Product.
- II.2. **No Retention of Rights.** Assignor agrees that no rights in the Work Product are retained by Assignor.
- II.3. **No Encumbrances.** Assignor warrants that there are no outstanding assignments, grants, liens, encumbrances, or agreements, whether written, oral, or implied, with respect to the Work Product that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of this Agreement.
- II.4. **Confirmation of Transfer.** Assignor hereby confirms that Assignee and its successors own the entire right, title, and legal and equitable interest in the Work Product, including the right to reproduce, prepare derivative works, distribute by sale, rental, lease or lending, or by any other transfer of ownership whether or not the Work Product constitutes a “work made for hire”.
- II.5. **Waiver of Rights.** By this assignment, Assignor renounces and waives any and all rights it may have to limit the use, distribution, modification, licensing or sale of the subject matter of the Assignor Intellectual Property by Assignee or its licensees, successors, or assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing or sale

of the subject matter of the Assignor Intellectual Property by Assignee, its licensees, successors or assignees.

- II.6. Reservation of Rights.** This assignment shall not affect in any way the right of Assignor to publish the above-described Work Product. Assignor shall continue to have the sole and exclusive right to publish the works the same as though this assignment had not been made.

Article III. ASSIGNMENT

- III.1. Grant.** Assignor hereby assigns to Assignee all right, title and interest throughout the world in and to the Assignor Intellectual Property (and all renewals and extensions of them), Assignor Patent Rights (and all renewals and extensions of them), and Assignor Copyrights (and all renewals and extensions of them), together with the right to recover damages, profits, and all other remedies for past infringements thereof.
- III.2. Development for Hire.** Assignor acknowledges and agrees that all of the Software and Work Product developed on behalf of Assignee shall be deemed “works made for hire” under U.S. Copyright law and to the extent allowable under any law worldwide and shall be the sole property of Assignee. To the extent that any of the Software is not deemed a “work made for hire,” 17 U.S.C. §101 *et seq.*, the Assignor irrevocably and unconditionally assigns, transfers and conveys to the Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title, and interest that it may possess in the Software, and any underlying materials and documentation including, but not limited to, all copyright, patent, and proprietary rights relating thereto, so that the Assignee shall be deemed the sole and exclusive owner of all right, title, and interest therein.
- III.3. Applicability.** All terms of this Agreement are applicable to any portion or part of the Work Product, whether past, future, or present, as well as the Work Product in its entirety.
- III.4. Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assignor Intellectual Property.
- III.5. Assignee's Discretion.** Whether the Assignor Intellectual Property in the Work Product shall be preserved and maintained or registered in the United States or any foreign country shall be at the sole discretion of Assignee.

Article IV. FURTHER ACTIONS

- IV.1. Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement. Assignor further agrees to execute any documents that might be necessary to perfect Assignee's ownership of the Intellectual Property in the Work Product and to Registration.
- IV.2. Further Actions.** The Assignor further agrees that, on request and without further consideration (but at the expense of the Assignee), the Assignor will communicate to the Assignee, or its representatives, all facts known to it respecting the Intellectual Property, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths, and generally do everything possible and cooperate as necessary to aid the Assignee, its successors, assigns and nominees, to protect the Registrability of the Work Product, obtain and enforce proper protection

for the Intellectual Property in the United States and all countries foreign thereto, and to vest the entire right, title and interest in and to the Software and all associated documentation in the Assignee.

- IV.3. Future Work Product.** Assignor further agrees that any future Software or Work Product created by Assignor requested by Assignee from said Assignor shall be assigned to Assignor upon receipt of Work Product by Assignee.
- IV.4. Execution of Notice of Transfer.** Assignor agrees to execute and deliver to Assignee for filing such notices, substantially in the form provided by Assignee, and other documents with the Intellectual Property Office for the country involved as are necessary to effectuate the transfer of the title contemplated by this Assignment.
- IV.5. Power of Attorney.** Assignor appoints and constitutes Assignee as attorney-in-fact for the Assignor with respect to the transfer of title of the Work Product. The Assignee's authority under this Agreement shall include, without limitations, the authority to execute and receive any certificate of ownership or other document to transfer title to the Work Product, and to take any other actions necessary or incident to the powers granted to the Assignee in this Agreement.
- IV.6. Discretion over Prosecution.** Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assignor Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assignor Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assignor Intellectual Property.
- IV.7. Records.** In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assignor Intellectual Property and such third party alleges that Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.
- IV.8. Taxes.** Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent office fees in any jurisdiction, due on or after the date hereof, and relating to: (i) enforcing any property rights associated with the Assigned Intellectual Property; or (ii) further recordation of ownership of the Assignor Intellectual Property. Assignor shall not be obligated to assist in prosecution or maintenance of the Assignor Intellectual Property other than as required to apply for a nonprovisional patent on the same process or method as described on the Assignor Intellectual Property.
- IV.9. Confidential Information.** The Assignor recognizes and acknowledges that all Confidential Information obtained, developed or utilized by the Assignor during the course of the Assignor's employment with or services for the Assignee constitutes valuable and proprietary assets of the Assignee or the Assignee's customers, the disclosure or unauthorized use of which would damage the Assignee and/or the Assignee's customers.
- IV.10. Non-Disclosure.** The Assignor agrees that he will not, directly or indirectly at any time, copy, disclose, distribute, or disseminate any Confidential Information to any other person, firm or entity, nor shall the Assignor utilize, directly or indirectly, any Confidential Information for the Assignor's own benefit or utilize the same for any reason or purpose whatsoever other than for the benefit of the Assignee or the Assignee's customers.

IV.11. Return of Property. Upon termination of Assignor's engagement with the Assignee, Assignor will promptly deliver to the Assignee all property belonging to Assignee including without limitation all Confidential Information or trade Secrets then in Assignor's possession or control. The Assignor shall not make copies or attempt to recreate the tangible embodiments.

Article V. MISCELLANEOUS PROVISIONS

V.1. Assignment. This Agreement and the rights and obligations of the Assignee stated in this Agreement may be assigned by the Assignee and shall be for the benefit of, shall be binding upon, and shall be enforceable by the Assignee. This Agreement and Assignor's rights and obligations stated in this Agreement may not be assigned by Assignor.

V.2. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to Assignor: at the address
listed on Page 1.

If to Assignee: at the address listed on Page 1.
with a copy (shall not constitute notice) to:
Maxey-Fisher, PLLC
7650 W. Courtney Campbell Cswy, Ste 1100
Tampa, Florida 33607

V.3. Irreparable Harm. Assignor agrees that any violation by the Assignor of the covenants contained in this Agreement will cause irreparable damage to the Assignee and the Assignor agrees that the Assignee, in addition to such other remedies which may be available, shall be entitled to specific performance, a temporary restraining order or other injunctive or equitable relief.

- (a) The Assignee represents that Assignee has not and will not provide to Assignor or will not use in the performance of Assignor's responsibilities under this Agreement, any materials, or documents of a present or former employee or client that are not generally available to the public, unless Assignee has obtained written authorization for their possession and use. Assignee represents and warrants that the Software does not contain any known intellectual property rights of others for which Assignee has not properly executed a license for the rights to use, design, and/or copy.
- (b) Assignee agrees to defend, indemnify and hold Assignor, its directors, officers and employees harmless from and against any and all claims arising from (i) any claims that the authorized use of the Confidential Information, in accordance with the terms hereof, infringes the intellectual property rights of another.
- (c) The Assignor agrees that they do not possess, have not brought, and will not bring to the Assignee, nor use or disclose in the course of the performance of Assignor's services for the Assignee, any inventions, technical data, trade secrets, know-how or other confidential or proprietary information of any former company or third party without the written authorization of such Assignee or third party.

V.4. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida, without reference to its rules of conflict of laws.

- V.5. Enforcement.** If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be in the state or federal courts located in Citrus County, Florida. Each party irrevocably consents to the jurisdiction of the courts located in the State of Florida for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, enforcement action under this Agreement may be undertaken by Assignee only in the tribunal of the United States Copyright Office.
- V.6. No Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party against whom enforcement of such waiver or consent is sought. Any consent by either party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other, different, or subsequent breach.
- V.7. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- V.8. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- V.9. Recitals.** The parties to this Agreement incorporate by reference the WHEREAS clauses set forth above as if fully set forth herein.
- V.10. Entire Agreement.** This Agreement embodies the entire agreement of the parties on the subject matter stated in the Agreement. No amendment or modification of this Agreement shall be valid or binding upon the Assignee or Assignor unless made in writing and signed by both parties. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly terminated.
- V.11. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.
- V.12. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- V.13. No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

[Remainder of page intentionally left blank. Signatures to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

For Assignor:

Signature

Syed Yousuf Raza Ali

Date

For Assignee:



Scofa, LLC

Printed Name: Dr. Dacelin St Martin

17th May, 2024

Date