



On Lang Ltd

Company Number 08296182

90a High Street, Berkhamsted, HP4 2BL, United Kingdom

18 December 2019

To: Raheem Hardy

2 Park Square, Rahway, NJ, 07065, United States

Assignment of Intellectual Property Rights

Dear Raheem

This letter records our agreement with you in relation to the intellectual property rights created by you for On Lang Ltd ("**On Lang**") or its founders (including any created before On Lang was incorporated).

Please counter-sign at the end of this letter and return.

1 DEFINITIONS

In this letter:

"Assignor" means Raheem Hardy of 2 Park Square, Rahway, NJ, 07065, United States.

"Created Materials" means any and all physical and digital materials produced by or on behalf of Assignor for On Lang or its founders at any time (including any created before On Lang was incorporated) and however generated or stored including but not limited to documents, reports, research, artwork, business and/or financial plans, pitches, correspondence, designs, specifications, databases, architecture diagrams, interface design and software (in all cases including source code).

"Intellectual Property Rights" means copyright, moral rights, patent rights, trade marks, design right, rights in or to databases, rights in or relating to confidential information, rights in relation to domain

names and all other industrial, commercial or intellectual property rights (whether registered or unregistered) throughout the world and all similar or equivalent rights or forms of protection which exist now or may exist in the future.

"Invention" means any invention, idea or discovery.

"Moral Rights" means any moral rights including without limitation the right to be identified, the right of integrity and the right against false attribution.

2 **ASSIGNMENT AND INVENTIONS**

In consideration of the payment of £1 by On Lang to Assignor (receipt of which Assignor expressly acknowledges) Assignor hereby absolutely and with full title guarantee assigns to On Lang, by way of present assignment of present and future rights, title and interest, all Intellectual Property Rights in any and all Created Materials ("**Assigned Rights**").

This assignment includes the right to bring and defend any claim or cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this letter.

To the extent that any future Assigned Rights can be assigned under this section they are so assigned. To the extent that they cannot by operation of law be so assigned, Assignor agrees to assign them to On Lang on their coming into existence.

Assignor confirms that Assignor has notified On Lang of all Inventions and has kept, and shall without limit in time continue to keep, all Inventions confidential, except in cases where permission is granted by the Company, acting by its board of directors.

3 **NON-INFRINGEMENT**

Assignor represents, warrants and undertakes that:

- (a) only Assignor undertook the work to create the Created Materials (and if anyone else did, Assignor has obtained equivalent assignment(s) to this letter);
- (b) as far as Assignor is aware none of the Created Materials has been copied wholly or substantially from any other work or material (other than by permitted incorporation of open-source works and materials in accordance with their licence terms, which have been disclosed to On Lang) and the use or exploitation of the Created Materials will not in any way violate or infringe any rights of any third party;
- (c) to the best of Assignor's knowledge there are no claims (actual or threatened) that the Created Materials or any part of them infringe the Intellectual Property Rights of any third party; and
- (d) Assignor is entitled to enter into this letter agreement and has not previously assigned any of the Assigned Rights or granted any licence to any of the Assigned Rights to any third party or given any permission to any third party to use any of the Assigned Rights and Assignor is unaware of any use by any third party of the Created Materials.

Assignor agrees at On Lang's cost to do all things which are necessary or desirable for On Lang to obtain for itself or its nominees the full benefit of this assignment.

4 **MORAL RIGHTS**

Assignor waives absolutely and irrevocably any Moral Rights in any of the Assigned Rights.

5 **INDEMNITY**

Assignor shall indemnify On Lang for the full amount of any damages and legal costs suffered by On Lang because the Created Materials as delivered by Assignor infringe the Intellectual Property Rights of any third party.

On Lang shall have conduct of, and make all decisions in relation to, any claims by third parties.

Immediately Assignor becomes aware of any information which suggests that a third party may be making, or has grounds for making, a claim, Assignor shall inform a director of On Lang by email and in writing.

6 **GENERAL**

No failure or delay by Assignor and On Lang to exercise any right or remedy, or any partial exercise of any right or remedy, under this letter shall waive that or any other right or remedy.

This letter is the entire agreement between Assignor and On Lang for the assignment of Intellectual Property Rights in the Created Materials.

No party other than On Lang has any rights under or in connection with this letter agreement and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

The validity, construction and performance of this letter agreement shall be governed by and construed in accordance with the laws of England and Wales and each of Assignor and On Lang irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this letter agreement.

Please sign below to confirm that this letter records our agreement in relation to the Assigned Rights.

We agree to the above.

A handwritten signature in black ink, appearing to be 'M. Faroughy', written over a solid blue horizontal line.

Signed by Mariam Faroughy for and on behalf of On Lang Ltd

I agree to the above.

Signed by Raheem Hardy

Date: