INTELLECTUAL PROPERTY (IP) POLICY – EmpowerX Incubation Program

Version: 1.0

Date: March 2025

1. Ownership of Intellectual Property

All intellectual property (IP) developed within the scope of the startup's project—including but not limited to code, algorithms, documentation, brand identity, design assets, whitepapers, smart contracts, and tokens—shall remain the exclusive property of the incubated startup.

The startup shall guarantee full and undisputed ownership or exclusive licensing rights over such IP elements.

2. Licensing to EmpowerX

The startup grants Empowerment Laboratory Società Semplice and EmpowerX DAO a limited, non-exclusive, non-transferable license to use the project name, logo, and general materials for promotional, communication, and audit purposes.

This license may be revoked by the startup with justified written notice, provided that such revocation does not conflict with previously agreed obligations or public commitments.

3. Declaration of Ownership

Each incubated startup must clearly disclose:

- the ownership status of all IP assets (code, trademarks, tokens);
- the names of the founders, developers, or third parties with legal rights over any component of the project;
- any open-source licenses used, and their compatibility with the business model.

If any part of the IP is developed in collaboration with external parties, appropriate written agreements must be submitted to Empowerment Laboratory Società Semplice for transparency and compliance purposes.

4. Token Ownership and Control

Tokens issued by the startup remain its sole property. Empowerment Laboratory Società Semplice or the DAO may acquire tokens through structured agreements such as pre-sale, buy & hold, or governance allocations, but shall not be considered legal holders by default or implication.

5. Legal Indemnity and Warranty

The founders, shareholders holding 20% or more, and administrators of the startup represent and warrant that:

 All intellectual property used or commercialized by the startup is their full property or under valid license:

- No third-party rights are infringed by the project, its code, branding, or technological components;
- They shall fully indemnify and hold harmless Empowerment Laboratory Società Semplice, its administrators and officers, and EmpowerX DAO, against any direct or indirect claim, legal action, damage, or loss arising from IP infringement, unauthorized use, or related liabilities;
- They shall cover all legal and financial burdens deriving from third-party claims attributable to the startup or its members, administrators, or officers.

6. Dispute Clause and Suspension

In the event of any dispute regarding IP ownership or rights infringement, Empowerment Laboratory Società Semplice reserves the right to suspend support and visibility until legal clarification is obtained.

Such suspension shall not entail liability or damages against EmpowerX Holding or the DAO.

7. Final Clause

This policy constitutes an integral part of the EmpowerX Incubation Agreement and shall be binding for all startups accepted into the program.

Violations may result in immediate termination of support, funding, or inclusion in the EmpowerX ecosystem.