

AGREEMENT FOR CLARIFICATION OF OWNERSHIP, REVOCATION OF UNAUTHORIZED CLAIMS, AND REASSIGNMENT OF ASSETS

This Agreement is made on April 3, 2024,

BETWEEN:

Kerenza Marker and Michael (Misho) Grigalashvili (collectively referred to as the "Owners"), the original creators and leaders of the project known both as "Clipzy" and "Lumina",

AND

Jose Moran Urena ("Party"), a participant in the aforementioned project.

RECITALS:

- A. The project was initiated following a public invitation by Kerenza Marker through a video uploaded on TikTok, inviting individuals to join a new social media platform development project. ()
- B. The Owners have maintained continuous leadership and decision-making authority over the project, as evidenced by comprehensive documentation and communications stored securely on the project's Discord server.
- C. The Party engaged in **unauthorized activities**, including **the registration of a Doing Business As (DBA)** under the project name and **application for various services without the Owners' permission.**
- D. An agreement, herein referred to as the "Parental Confirmation Form," was signed by project contributors, including the Party, stating that all contributions to the project would be owned by the project and thus by the Owners.

AGREEMENT TERMS:

1. **Assumption of Ownership:** The Owners are recognized as the original creators and ongoing proprietors of all intellectual property associated with the project (Both Clipzy and Lumina), including but not limited to trademarks, copyrights, and patents. This ownership is further supported by the Parental Confirmation Form and the collective agreement of project members as documented in the project's Discord server.
2. **Revocation of Unauthorized Claims:** The Party hereby revokes any claims to ownership, control, or DBA registration associated with the project and agrees to facilitate the immediate transfer of all related assets, digital accounts, and services back to the Owners.
3. **Non-Compete Clause:** The Party agrees not to engage in or start a similar project or business that directly competes with the project for a period of 2 years, within the United States of America or the United Kingdom.
4. **Non-Disclosure Agreement:** The Party agrees to maintain the confidentiality of all non-public information related to the project and not to disclose such information without the Owners' **express consent**.
5. **Dispute Resolution:** Any disputes arising out of or related to this Agreement shall be resolved through mediation, with both parties bearing their own costs. If mediation is unsuccessful, disputes will be settled through binding arbitration.
6. **Return or Destruction of Materials:** The Party agrees to return all physical and digital materials related to the project or, where return is not feasible, to destroy such materials and provide written confirmation of the same to the Owners.
7. **Future Cooperation:** The Party agrees to provide reasonable cooperation to facilitate the smooth transition of project control and to support any necessary administrative actions to effectuate the terms of this Agreement.
8. **Warranties:** The Party warrants that the transfer of assets and intellectual property as required by this Agreement will not violate any agreements with third parties and that the Party has the full right and authority to enter into this Agreement.

9. **Compensation:** The Owners agree to compensate the Party for the initial DBA registration cost of one dollar (\$1), with the form of compensation to be mutually agreed upon within 5 (five) days of signing this agreement.

EXECUTION:

This Agreement is executed by the Parties as a demonstration of their full and mutual consent to the terms outlined herein, governed by the laws of United Kingdom.

Kerenza Marker and Michael (Misho) Grigalashvili – “Lumina”, “Clipzy”.

Michael (Misho) Grigalashvili 03/04/24

Kerenza Marker 03/04/24

Jose Moran Urena - "Party"

Jose Moran Urena 03/04/24

Signature: 
Kerenza Marker (Apr 3, 2024 23:28 GMT+1)
Email: kerenzamarker@gmail.com

Signature: Misho Grigalashvili
Misho Grigalashvili (Apr 3, 2024 15:26 PDT)
Email: grigalashvili.misha07@gmail.com

Signature: Jose Moran Urena
Jose Moran Urena (Apr 3, 2024 18:19 EDT)
Email: jose.moranurena.official@gmail.com