

Early Contributor Agreement

THIS AGREEMENT is made on [29/4/2025]

BETWEEN

BenchMate

AND

[Duncan Milrad]

RECITALS

A. BenchMate is a scientific software platform under development that integrates data analysis, visualization, and science communication tools.

B. The Contributor wishes to assist BenchMate by providing services including, but not limited to, research feedback, feature testing, informal design collaboration, or early-stage module development.

C. BenchMate and the Contributor wish to formalize the terms under which these contributions are made and ensure clarity regarding ownership, confidentiality, recognition, and obligations.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “Confidential Information” has the meaning described in the separately signed BenchMate Non-Disclosure Agreement and includes all proprietary, technical, business, or strategic information disclosed during the Contributor’s involvement.

1.2 “Contributions” means any code, feedback, documentation, design ideas, workflows, suggestions, or other creative material produced by the Contributor for BenchMate.

2. INTELLECTUAL PROPERTY

2.1 The Contributor agrees that all Contributions are created as “work made for hire,” and the rights, title, and interest therein will be owned solely by BenchMate.

2.2 To the extent that any Contributions do not qualify as “work made for hire,” the Contributor hereby irrevocably assigns to BenchMate all rights, title, and interest in and to such Contributions.

2.3 The Contributor agrees to execute any documents necessary to perfect BenchMate’s ownership of the Contributions upon request.

3. CONFIDENTIALITY

3.1 The Contributor acknowledges that Confidential Information may be shared and agrees to comply fully with the confidentiality obligations outlined in the Non-Disclosure Agreement signed separately.

4. RECOGNITION

4.1 The Contributor will be recognized internally and externally as part of the “Early Core Team” of BenchMate, subject to BenchMate’s discretion.

4.2 This recognition does not imply or confer equity ownership, financial rights, or a formal employment relationship unless separately agreed in writing.

5. NON-FOUNDER STATUS

5.1 The Contributor acknowledges they are not a founder of BenchMate and shall not represent themselves as such.

6. TERMINATION

6.1 Either party may terminate this agreement with seven (7) days’ written notice.

6.2 Upon termination, the Contributor shall return or permanently delete all Confidential Information and certify the destruction if requested.

7. GOVERNING LAW

7.1 This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of its courts.

EXECUTED AS A DEED

Signed for and on behalf of BenchMate:

Signed by:
David Lai
C2904A82B50B462...

Signature of Representative (David Lai)

4/28/2025
Date: _____

Signed for and on behalf of BenchMate:

Signed by:
Mikias Negussie
2C35C2001E254EE...

Signature of Representative (Mikias Negussie)

4/28/2025
Date: _____

Signed by the Contributor:

DocuSigned by:
Duncan Milrad
CED0FE4719C74CA

Signature of Contributor

Name: Duncan Milrad

4/28/2025
Date: _____

One-Way Non-Disclosure Agreement

BETWEEN

[Duncan Milrad]

AND

BenchMate

TABLE OF CONTENTS

1 **Definitions and interpretation.....1**
1.1 Definitions.....1
1.2 Interpretation2
2 **Confidentiality Obligations3**
2.1 Confidentiality3
2.2 Use of Confidential Information.....3
2.3 Protection of Confidential Information3
2.4 Authorised Recipients.....4
3 **Return of Confidential Information4**
4 **Intellectual Property Rights4**
5 **Acknowledgements.....4**
6 **Duration of Obligations.....4**
7 **Notices4**
8 **Termination.....5**
9 **General Conditions5**
9.1 Date of provision of Confidential Information.....5
9.2 Non-Merger of Provisions5
9.3 No Exclusion of Law or Equity5
9.4 Waiver6
9.5 No Amendments without Agreement.....6
9.6 Agreement in Entirety6
9.7 Jurisdiction.....6

Parties

BenchMate

(*Discloser*)

[Duncan Milrad]

(*Recipient*)

Background

- A. The Discloser wishes to hold discussions with the Recipient and to disclose Confidential Information to the Recipient only for the Permitted Purpose.
- B. In consideration of the Discloser disclosing the Confidential Information to the Recipient and agreeing to discuss issues relating to the Permitted Purpose with the Recipient, and the Recipient agreeing to keep the Confidential Information confidential and discussing issues relating to the Permitted Purpose with the Discloser, the Parties have agreed to undertake the obligations set out in this Agreement.
- C. The Parties have agreed to disclose and receive that Confidential Information on the terms and conditions of this Agreement.

Terms and Conditions

1 Definitions and interpretation

1.1 Definitions

In this Agreement the following words and phrases have the following meanings (unless the context otherwise requires):

Business Days means any day other than a Saturday, Sunday or public holiday in the Jurisdiction.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by the Discloser as confidential; or
- (c) the Recipient knows or ought to reasonably have known is confidential in nature; and includes all information which related to the Permitted Purpose, whether in a Document or provided orally but does not include information which:
 - (d) is or becomes public knowledge other than by breach of this Agreement or by any other unlawful means;
 - (e) is in the possession of the Party without restriction in relation to disclosure before the date of receipt from the other Party;
 - (f) is by law or the rules of any stock exchange required to be disclosed by the Recipient; or

- (g) has been independently developed, gained or acquired by the Recipient without any reference to the Confidential Information.

Consequential Loss means any loss recoverable at law other than arising in the usual course of things and includes any consequential or economic loss including:

- (a) loss of anticipated or actual profits or revenue;
- (b) loss of production or use;
- (c) financial or holding costs;
- (d) loss or failure to realise any anticipated savings;
- (e) loss of business or business interruption;
- (f) loss or denial of business or commercial opportunity;
- (g) loss of or damage to goodwill, business reputation, future reputation or publicity;
- (h) downtime costs or wasted overheads; and
- (i) special, punitive or exemplary damages.

Document includes:

- (a) any paper or other materials on which there is writing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (b) any article or material from which sounds, images or writing are capable of being reproduced with or without the aid of any other article or device; and
- (c) information in a form of data, text, or images stored or communicated by means of guided or unguided electromagnetic energy, or both.

Intellectual Property Rights includes all copyright and neighbouring rights, all rights in relation to inventions and discoveries (including patent and utility model rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including applications for grant of any of these rights or other rights of a similar nature arising (or capable of arising) anywhere in the world.

Parties means both the Discloser and the Recipient referred together.

Permitted Purpose means To discuss, evaluate, and seek feedback or collaboration opportunities on the design, development, and implementation of BenchMate, a scientific software platform currently under development, including its data analysis tools, image quantification workflows, modular architecture, user interface, and interdisciplinary applications..

Jurisdiction means **Victoria**.

1.2 Interpretation

- (a) In this Agreement unless specified to the contrary:
 - (i) the singular includes the plural and vice versa;
 - (ii) use of the word including and similar expressions are not, nor are they to be interpreted as, words of limitation;
 - (iii) a reference to a person includes a natural person, a company or other entities recognised by law;

- (iv) a reference to writing includes any mode of reproducing words, figures or symbols in tangible and permanently visible form and includes electronic transmission; and
 - (v) a reference to a party includes the party's executors, administrators, successors and permitted assigns.
- (b) The language in all parts of this Agreement is to be in all cases construed in accordance with its fair and common meaning and not strictly for or against either of the parties.
- (c) This Agreement is to be interpreted so that it complies with all applicable laws of the Jurisdiction and if any provision does not comply then it must be read down so as to give it as much effect as possible. If it is not possible to give that provision any effect at all then it is to be severed from this Agreement and this Agreement is to be construed as if the severable portion did not exist. The remainder of this Agreement will continue to have full force and effect.
- (d) Any headings are for ease of reference only and do not affect the interpretation of this Agreement.

2 Confidentiality Obligations

2.1 Confidentiality

The Recipient:

- (a) acknowledges the confidential, sensitive, and proprietary nature of the Confidential Information and that it is valuable to the Discloser; and
- (b) agrees to keep confidential, and not directly or indirectly divulge or communicate or otherwise disclose the Confidential Information, in whole or part, to any third party.

2.2 Use of Confidential Information

The Recipient must not:

- (a) use any of the Confidential Information for any purpose other than the Permitted Purpose;
- (b) exploit the Confidential Information for its own benefit, for the benefit of any other person or for any other purpose, or allow any other person to do so without the prior written consent of the Discloser (which may be withheld in its absolute discretion);
- (c) use any of the Confidential Information in a manner or for a purpose detrimental to the Discloser or its related bodies corporate (if any); or
- (d) use any Confidential Information that has been returned to the Discloser under clause 3 of this Agreement (unless express permission is granted in writing by the Discloser to continue use that Confidential Information).

2.3 Protection of Confidential Information

The Recipient must;

- (a) keep effective control of all Confidential Information received under or in connection with this Agreement;
- (b) take all precautions that are reasonably necessary to prevent any theft, loss or unauthorised use or disclosure of that Confidential Information; and

- (c) must promptly inform the Discloser of any suspected or actual unauthorised use or disclosure of the Discloser's Confidential Information.

2.4 Authorised Recipients

- (a) The Recipient may disclose the Confidential Information to its directors, officers, agents, employees, advisers, and financiers on a strictly "need to know" basis provided that:
 - (i) The Recipient must ensure that these persons are under equivalent obligations of confidence to the Recipient as provided in this Agreement; and
 - (ii) The Recipient ensures compliance by these persons with the terms and conditions of this Agreement which impose any obligation on the Recipient, as if those persons were a party to this Agreement; and
- (b) A breach of such a term or condition by such a person shall be regarded as a breach of this Agreement by the Recipient.

3 Return of Confidential Information

Upon the written request of the Discloser, the Recipient must promptly return (or procure the return of) to the Discloser the following (or, if any of the following is incapable of being returned, irretrievably destroy or delete and certify in writing that it has been so destroyed or deleted):

- (a) the Confidential Information of the Discloser; and
- (b) all copies, extracts, summaries, notes and records in whatever form (including, without limitation, any electronic records or any unwritten form) of the whole or any part of the Confidential Information of the Discloser.

4 Intellectual Property Rights

The Recipient acknowledges that there is no transfer or licence to it or any third party of any Intellectual Property Rights in and to, or arising from, any Confidential Information disclosed under or in connection with this Agreement.

5 Acknowledgements

The Recipient acknowledges that:

- (a) a breach of any of the Recipients' obligations under this Agreement may result in the Discloser suffering loss and damage including, without limitation, Consequential Loss, and may cause irreparable damage to the Discloser; and
- (b) in the event of a breach, or threatened or anticipated breach, of this Agreement:
 - (i) damages alone may be an inadequate remedy for the Discloser; and
 - (ii) that the Discloser entitled to seek an interim, interlocutory or permanent injunction restraining the Recipient without showing or proving any actual loss or damages sustained by the Discloser.

6 Duration of Obligations

The obligations imposed by this Agreement continue two years.

7 Notices

- (a) Any notice to be given to one party by another under this Agreement:

- (i) must be in legible writing, in English and addressed to the intended recipient; and
 - (ii) must be delivered to the recipient in person or by courier hand delivery, by prepaid ordinary post, by facsimile or by email; and
 - (iii) must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that party.
- (b) A notice is regarded as being given by the sender and received by the recipient:
 - (i) if by delivery in person, when delivered to the recipient;
 - (ii) if by post, three Business Days from and including the date of postage;
 - (iii) if by facsimile transmission, whether or not legibly received, when the machine from which the facsimile is sent generates a transmission report confirming that all pages of the notice have been sent to the recipient's facsimile number; or
 - (iv) if by email, immediately unless sender receives an automated reply that the email was not delivered by reason of the address being invalid or otherwise.
- (c) If a notice is received on a day which is not a Business Day or after 5:00pm on a Business Day, that notice is regarded as received 9:00am on the following Business Day.

8 Termination

If the Recipient breaches this Agreement, the Discloser may terminate this Agreement by providing written notice in accordance with clause 7 to the Recipient.

Upon termination of the Agreement under this clause:

- (a) The Recipient must destroy or deliver to the Discloser any Confidential Information that was made available to the Recipient under or in anticipation of this Agreement; and
- (b) Rights accrued by the Parties under Intellectual Property Rights (clause 4), and Acknowledgments (clause 5) of this Agreement survives termination and is enforceable against the Recipient notwithstanding termination.

9 General Conditions

9.1 Date of provision of Confidential Information

This Agreement binds the Recipient in respect of any and all Confidential Information provided by the Discloser to the Recipient, whether the Confidential Information was provided to the Recipient prior to or after the date of this Agreement.

9.2 Non-Merger of Provisions

A provision of this Agreement which can and is intended to operate after its conclusion will remain in full force and effect.

9.3 No Exclusion of Law or Equity

This Agreement will not be construed to exclude the operation of any principle of law or equity intended to protect or preserve the confidentiality of any Confidential Information.

9.4 Waiver

- (a) A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.
- (c) A right expressed under this Agreement may only be waived by a party in writing and communicated to the other party to the extent that is expressly set out in that waiver.

9.5 No Amendments without Agreement

This Agreement may not be modified, discharged or abandoned unless by a document signed by the parties.

9.6 Agreement in Entirety

The Parties agree that this Agreement contains the entire agreement between the Parties and supersedes any prior written agreements in existence (whether in writing or otherwise).

9.7 Jurisdiction

This Agreement is to be governed by and construed in accordance with all applicable laws in force in the Jurisdiction from time to time, and the parties submit to the non-exclusive jurisdiction of the courts of the Jurisdiction.

EXECUTED and **DELIVERED** as a deed on

2024

**SIGNED SEALED AND DELIVERED by
BenchMate by its partners [Duncan Milrad]**

DocuSigned by:

CFD0FE4719C74CA...

Signature of Partner

[Duncan Milrad]

Name of Partner

Signed by:

2C35C2001E254FF

Signature of Witness (delete as applicable)

Mikias Negussie

Name of Witness (Please print) (delete as applicable)

Signed by:

C2904A82B50B462...

One-Way Non-Disclosure Agreement

Signature of Partner

Signature of Witness (delete as applicable)

N/A

David Lai

Name of Partner

Name of Witness (delete as applicable)

Signature of Partner

Signature of Witness (delete as applicable)

N/A

Name of Partner

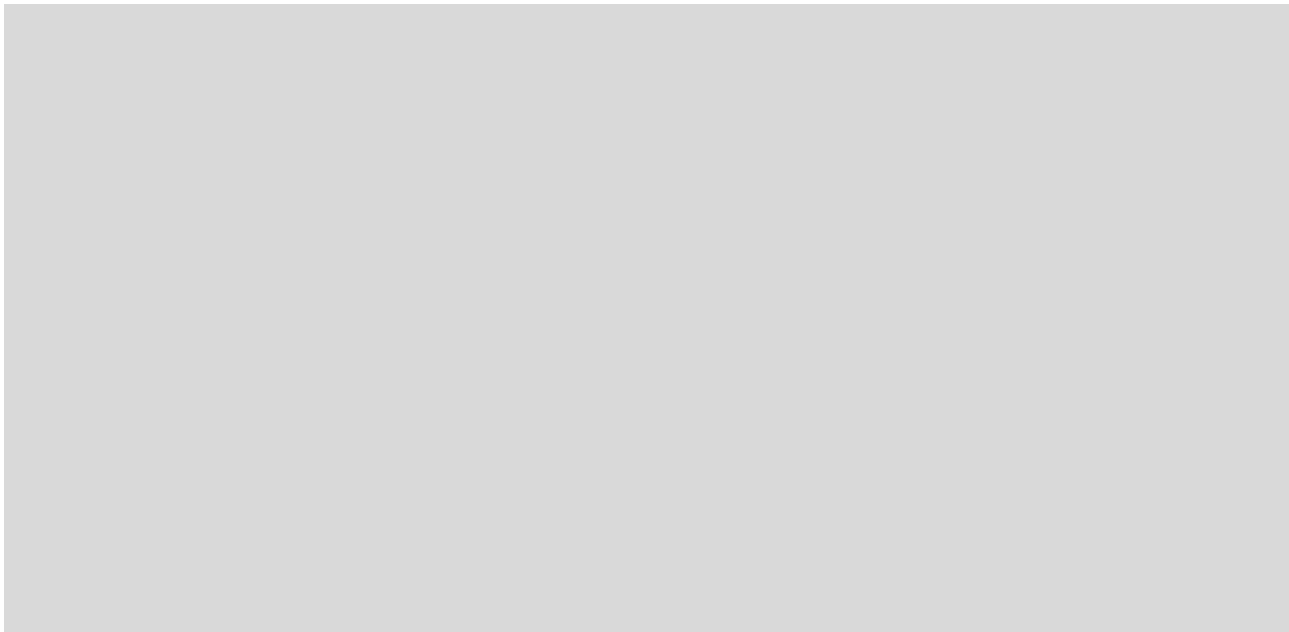
Name of Witness (delete as applicable)

**SIGNED SEALED AND DELIVERED by
BenchMate ABN N/A in accordance with
section 127(1) of the Corporations Act 2001**

Signature of Director

David Lai

Name of Director



Work for Hire Agreement

THIS AGREEMENT is made on [29/4/2025]

BETWEEN

BenchMate ("Company")

AND

[Duncan Milrad] ("Contractor")

RECITALS

A. The Company is engaged in developing a scientific software platform known as "BenchMate".

B. The Contractor has skills, expertise, or services that the Company wishes to engage on a work-for-hire basis.

C. The Parties wish to set out the terms on which the Contractor will provide services and ensure the ownership of intellectual property developed during the engagement.

TERMS AND CONDITIONS

1. ENGAGEMENT

1.1 The Company engages the Contractor to perform certain services, including [development of BenchMate], under the terms of this Agreement.

2. WORK FOR HIRE AND ASSIGNMENT

2.1 All work, deliverables, developments, inventions, code, designs, and other materials created, developed, or reduced to practice by the Contractor under this Agreement (collectively, the "Work Product") shall be deemed "work for hire" for the exclusive benefit of the Company.

2.2 To the extent that any of the Work Product does not qualify as "work for hire," the Contractor hereby irrevocably assigns to the Company all right, title, and interest in and to the Work Product, including all Intellectual Property Rights therein.

2.3 The Contractor agrees to execute any documents and perform all acts deemed necessary by the Company to secure, maintain, and enforce its rights in the Work Product.

3. CONFIDENTIALITY

3.1 The Contractor acknowledges that during the engagement, they may have access to Confidential Information of the Company, and agrees to maintain confidentiality consistent with the separately signed Non-Disclosure Agreement.

4. INDEPENDENT CONTRACTOR

4.1 The Contractor is an early contributor and nothing in this Agreement shall constitute or create an employment relationship, partnership, or joint venture between the Contractor and the Company.

4.2 The Contractor shall be responsible for all taxes, insurance, and statutory obligations related to their engagement.

5. FEES AND PAYMENT

5.1 The Company shall allocate the Contractor [20% equity ownership of the company, 10% from each founder (David Lai and Mikias Negussie)] according to mutually agreed milestones or invoices.

5.2 No additional compensation shall be due for the assignment of Work Product under this Agreement.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on [29/4/2025] and continue until completion of the services or earlier termination.

6.2 Either Party may terminate this Agreement with seven (7) days' written notice.

6.3 Upon termination, the Contractor shall promptly deliver to the Company all Work Product, documents, and Confidential Information.

7. WARRANTIES

7.1 The Contractor represents and warrants that:

- All Work Product will be original and will not infringe upon the rights of any third party.
- They have the full right and power to enter into this Agreement and assign the Work Product to the Company.

8. GOVERNING LAW

8.1 This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. The Parties submit to the exclusive jurisdiction of its courts.

EXECUTED AS A DEED

Signed for and on behalf of BenchMate:

Signed by:

C2904A82B50B462...
Signature of Representative (David Lai)

Date: 4/28/2025

Signed for and on behalf of BenchMate:

Signed by:

2C3562004E254EE...
Signature of Representative (Mikias Negussie)

Date: 4/28/2025

Signed by the Contractor:

DocuSigned by:

CFD0FE4719C74CA...
Signature of Contractor

Name: Duncan Milrad

Date: 4/28/2025