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:  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Representative (David Lai)  
  
Date: \_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of BenchMate:  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Representative (Mikias Negussie)  
  
Date: \_\_\_\_\_\_\_\_\_\_\_

Signed by the Contributor:  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Contributor  
  
Name: \_Duncan Milrad\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_