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

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

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