

# ADDENDUM 1 - ASSIGNMENT AGREEMENT

Between

Bio DAO

Dr Emmet Brown

0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e

(Hereinafter “**Assignor**”)

and

Bio DAO

0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e

(Hereinafter “**Assignee**”)

(Hereinafter together referred to as the “**Parties**”)

## 1. Background and purpose

- 1.1 On 2023/09/05, the Assignor entered into an agreement related to intellectual property and data from research into the subject of “Research Agreement Contract” (the “**Agreement**”), attached hereto.
- 1.2 The Assignor now wishes to transfer the Agreement and the commissioned research as already performed and delivered to the Assignee at 0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e, who wishes to enter into the rights and obligations of the Agreement instead of Assignor.
- 1.3 The purpose of this addendum (the “**Addendum**”) is to stipulate the terms for Assignee's substitution for Assignor in the Agreement in exchange for 0.001 ETH (the “**Purchase Price**”), as well as to enable Assignee to transfer the rights and obligations of the Agreement to subsequent assignees through lawful transfer of “96” to other entities.

## 2. Assignment of the Agreement

- 2.1** With effect as of 2023/09/08, in exchange for payment of the Purchase Price, Assignor assigns, transfers and sets over to Assignee, and Assignee hereby accepts, assumes and takes over, all of Assignor's rights, obligations, title and interest in and to the Agreement by way of the transfer of "96" in the non-fungible token (NFT) collection denoted by the address 0xaf7358576C9F7cD84696D28702fC5ADe33cce0e9.
- 2.2** The Parties to this Addendum hereinafter consent to and agree that the parties of the Agreement are the Assignor and the Assignee, as well as any future entities who take lawful possession of "96".
- 2.3** Notwithstanding the terms set forth in Section 2.1 of this Addendum, the Parties further agree that the rights, obligations, title and interest in and to the Agreement shall be encumbered to, and travel with, "96" such that any entity, including any subsequent assignee, in lawful possession of "96" shall be deemed the owner of the rights, obligations, title and interest in and to the Agreement, to the extent permissible by law.
- 2.4** The Assignor warrants that it holds signatory powers to-0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e.
- 2.5** The Assignee warrants that in the event Assignee transfers ownership of "96" to another entity, Assignee does so in exchange for sufficient consideration from such entity, as determined by Assignee and in Assignee's sole discretion.
- 2.6** Any future entity, including any future assignee, that avails itself to rights granted pursuant to this Addendum, including any third-party beneficiary rights, warrants that it is in lawful possession of "96" and that such rights are conditioned upon the lawful possession of "96" by such entity.

### **3. Assignee Right to Sublicense**

- 3.1** To the extent that Assignor has any rights to sublicense the Agreement, including but not limited to the intellectual property and data that is the subject of the Agreement, that are not assigned, transferred, and set over to Assignee pursuant to Section 2.1 of this Addendum, Assignor agrees that Assignee has complete freedom to sublicense the Agreement, including but not limited to the intellectual property and data that is the subject of the Agreement, to the extent that Assignor can lawfully authorize.
- 3.2** The Parties agree that all rights and freedom to sublicense the Agreement granted pursuant to Section 3.1 of this Addendum shall be encumbered to,

and travel with, “96”, in accordance with the terms set forth in Section 2 of this Addendum.

#### **4. Governing law, jurisdiction and enforcement**

- 4.1** This Addendum is governed exclusively by and shall be interpreted in accordance with the choice of law provisions set forth in the Agreement.
- 4.2** The Parties agree that any controversy, dispute or claim arising out of or in connection with this Addendum shall be resolved in accordance with any dispute resolution terms set forth in the Agreement. If no such terms exist, the Parties agree to online arbitration, in English, using JAMS, reasonably cooperating to select a single arbitrator, and following the current JAMS rules of procedure (<https://www.jamsadr.com>), which shall also govern if the parties are unable to select an arbitrator.

#### **Signatures**

Date: 2023/09/08

For: Bio DAO

By: *Dr Emmet Brown*

Date: 2023/09/08

For: 0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e

This document is digitally signed during the minting process of “96” by the assignor's private key (which underlies the assignor's account address, 0x8FeEAAae1DB031E5F980F5E63fDbb277731e500e). The signature will be constructed over the sha-256 content hash of this document's PDF representation, using the a commonly known [Terms Signature](#) message scheme and will be stored in the IPNFT's metadata under the termsSig key.