

**Molecule Ag does not assume responsibility for the contents of, or the consequence of using, any version of the SAFIP agreement, or any other licensing template provided. Before using any of these forms, you should consult with a lawyer licensed in the country where your company was formed.**

\*\*\*

- **Add reference to ownership of all the IP rights and data rights to the documents/research described in the data room**
- **Inset variables at beginning**
- **Conform to mint use-case**

#### *Variables*

[[USER NAME]] - the name of the person using the token mint, natural (e.g. Jesse Hudson) or juridical (e.g. Molecule AG)

[[USER NAME ADDRESS]] - the physical address of the person using the token mint (e.g. Fullnode, Berlin)

[[CONNECTED WALLET ADDRESS]] - the Ethereum address of the wallet connected to the token mint (e.g. 0x4206931337dc...)

[[ATTACHED SPONSORED RESEARCH AGREEMENT DATE]] - the date of the legal contract for research IP & data (e.g. April 20, 2022)

[[ATTACHED SPONSORED RESEARCH SUBJECT]] - the agreement for rights to research IP & data (e.g. Sponsored Research Agreement into Entheogenic Ethnobotanicals of the Shipibo-Conibo)

[[IP-NFT MINT FEE]] - the fee charged by the mint

[[CURRENT DATE]] - today's date

[[IP-NFT SLOT ID]] - the token id of the IP-NFT being minted

[[IP-NFT SMART CONTRACT ADDRESS]] - the address of the IP-NFT mint itself

[[USER NAME SIGNATURE]] - the typed digital signature of the person using the token mint

[[CONNECTED WALLET SIGNATURE]] - the signed message on Ethereum by the wallet using the mint

### **SIMPLE AGREEMENT FOR FUTURE INTELLECTUAL PROPERTY**

Whereas [xxx] (the "**Organization**") and [NAME] (the "**Researcher**") enter into this Simple Agreement for Future Intellectual Property (the "**Agreement**") for the research identified in the proposal named herein, the parties agree as follows:

## 1. SCOPE OF WORK

The Researcher shall exercise its best efforts to carry out the program described in **Exhibit A** attached hereto and incorporated into this Agreement (the "**Research**").

## 2. PERIOD OF PERFORMANCE

The Research shall commence on or about [DATE], and is estimated to be completed on or about [DATE].

## 3. CONSIDERATION

In return for all activities and services performed hereunder, the Organization will pay the Researcher [AMOUNT] as full compensation under this Agreement. This amount will be paid in 4 periodic payments; one-fourth upon execution of this Agreement, one-fourth on or about [MILESTONE 1], [MILESTONE 2], and [MILESTONE 3]. Payments shall be made via electronic funds transfer to the address specified by the Researcher.

## 4. INTELLECTUAL PROPERTY

For purposes of this Section, the following terms shall have the meanings ascribed as follows:

- A. "Intellectual Property" means registered and unregistered intellectual property including discoveries, data, trade secrets, copyright, design rights, know-how, results, devices, machines, methods, processes, manufactures, compositions of matter and uses which result from the Research.
- B. "IP Rights" means (a) the patents and patent applications that may arise from the Intellectual Property, and (b) all patents and patent applications which are divisions, reissues, renewals, re-examinations, foreign counterparts, substitutions, or extension of or to any patent applications or patents described in clause (a) of this sentence; and (c) any other rights relating to the Intellectual Property.

The Organization shall have the exclusive right and complete authority to negotiate any license, including complete freedom to sublicense, to make, have made, use and sell products under the IP Rights which may arise from the Intellectual Property.

Researcher shall promptly notify the Organization of any Inventions with electronic notice to: [EMAIL].

Researcher shall automatically retain all rights to make and use Intellectual Property for any educational purpose that does not infringe upon the Organization's IP Rights, subject to written consent of the Organization, not to be unreasonably withheld. The Organization will reimburse Researcher for any patent expenses that it incurs based on a request by the Organization.

## 5. PUBLICATION

The Researcher and its employees shall have the right, consistent with academic standards, to publish the results of research performed under this Agreement, provided such publication does not disclose proprietary trade secrets or confidential information of the Organization or infringe in any way upon the Organization's IP Rights. The Researcher agrees that, prior to submission of a manuscript describing the results for publication, the Researcher shall forward to the Organization a copy of the manuscript to be submitted and shall allow the Organization thirty (30) days to determine whether a patent application or other intellectual property protection should be sought prior to publication in order to protect the Organization's proprietary interest in any product or invention developed in connection with this project. In addition, with reasonable justification, the Researcher agrees to withhold such publication an additional sixty (60) days, if required, to obtain patent or any other intellectual property protection. At this time the Researcher shall be free to submit the manuscript and publish results in any manner consistent with academic standards. The Organization will have the right to request deletion of any trade secret, proprietary, or confidential information supplied by them to the Researcher.

## 6. CONFIDENTIALITY

The Researcher agrees to preserve as confidential any and all trade secrets, privileged records and other proprietary information belonging to the Organization (including the Intellectual Property) and disclosed to the Researcher or its contractors, employees or agents whether before or after the date of this Agreement. The Researcher shall only disclose such information to contractors, employees or agents having a need to know for the purpose of the Research and provided that such persons are already subject to no less onerous obligations of confidentiality. Excluded from such confidential treatment shall be information which: (a) as of the date of disclosure and/or delivery, is already known to the party receiving such information as evidenced by prior documentation thereof; (b) is or becomes part of the public domain, through no fault of the receiving party; (c) is independently developed by someone not privy to the confidential information; (d) is required for disclosure to federal or state regulatory agencies pursuant to approval for use; or (e) is received from a third party which did not require the recipient to hold

it in confidence or limit its use and which did not acquire it, directly or indirectly, from the other party to this Agreement under a continuing obligation of confidentiality. The obligations of this Article shall survive after termination of this Agreement.

## 7. REPORTS

The Researcher shall furnish annual technical and financial reports and/or final reports in such form as the Organization may request, of its findings and progress made during the term of the contract.

## 8. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. The provisions of Section 4, 5, and 6 shall survive the termination of this Agreement.

## 9. ADVERTISING

The Organization and the Researcher will obtain written approval from each other prior to issuing any press releases or other publicity in connection with this Agreement, prior to the first periodic payment. Upon commencement of research, the promotion of the research remains at the sole discretion of the Organization.

## 10. INDEMNIFICATION

The Organization undertakes to indemnify, defend and hold harmless the Researcher, its trustees, officers, agents and employees from any and all liability, loss, damage and expenses (including attorney fees) they may suffer as the result of any third party claims, demands, costs or judgments which may be made or instituted against them by a court of competent jurisdiction for such claim, or for amounts paid by Researcher under a court-approved settlement by reason of personal injury (including death) to any person or damage to property arising out of or connected with the performance of the activities to be carried out pursuant to the work scope provided, however, that (i) any such liability, loss or damage resulting from negligence or willful malfeasance by the the Researcher, its trustees, officers, agents and employees is excluded from this agreement to indemnify, defend and hold harmless, (ii) the Researcher shall be obligated to provide all reasonable information and assistance regarding such claim or action and, (iii) the Researcher takes all commercially reasonable efforts to mitigate any loss, damage or costs related to the claim or action. The Researcher agrees to notify the Organization as soon as they become aware of a claim or action and to cooperate with and to authorize the Organization to carry out the sole management and defense to such claim or action. The Organization agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against the

Researcher, its trustees, officers, agents and employees with respect to the subject of indemnity contained herein, whether or not such claims or actions are rightfully brought or filed.

## 11. GOVERNING LAW

This Agreement shall be governed by, and interpreted in accordance with substantive Swiss law excluding the conflict of law rules and the Laws in treaties including but not limited to the Uniform Law on Purchases (Vienna treaty). The courts of Zurich, Switzerland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

## 12. MISCELLANEOUS

- A. In any conflict between the terms of this Agreement and the incorporated scope of work attached hereto as Exhibit A, the terms of this Agreement shall take precedence.
- B. This Agreement does not create any joint relationship, or authorize either party to act or speak on behalf of the other and each is an independent contractor.
- C. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations concerning the subject matter hereof.
- D. Any and all other written or oral agreements existing between the parties concerning the subject matter hereof are expressly canceled.
- E. Should parts of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of this Agreement, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.
- F. Any breach of this Agreement may cause irreparable injury to the disclosing party for which money damages alone may not be a sufficient remedy. Accordingly, in addition to any other remedies that may be available, at law, in equity or otherwise, a party shall be entitled to seek injunctive relief against any actual or threatened breach of this Agreement or the continuation of any such breach by the other party, from any court of competent jurisdiction.
- G. No delay or failure by either party to exercise any right or remedy available to them under or in connection with this Agreement shall prevent the alter exercise of any such right or remedy.
- H. This Agreement may only be varied in writing by authorized representatives of both parties.
- I. Neither party may assign this Agreement without the prior written consent of the other party.

- J. This Agreement may be executed in counterparts each of which shall be deemed an original. Once signed any reproduction of this Agreement made by reliable electronic means (for example electronic image, photocopy or facsimile) is considered an original.

The parties hereto have caused this Agreement to be entered into as of the date written below.

<b>ORGANIZATION</b>  _____ Name: Title: Agent Date:	<b>RESEARCHER</b>  _____ Name: Date:
--------------------------------------------------------------------	--------------------------------------------------

**Exhibit A**

**RESEARCH PROGRAM**