

MASTER IP PARTICIPATION AGREEMENT

Atlas IP Holdings LLC
(Exclusive Licensing Agency + Monetization Platform Services)

This Master IP Participation Agreement ("Agreement") is entered into as of **[Effective Date]** ("Effective Date") by and between:

Atlas IP Holdings LLC, an Indiana limited liability company ("Atlas"), and

[IP Owner Legal Name], a **[State/Country]** **[individual / LLC / corporation]** ("Owner").

Atlas and Owner are each a "Party" and together the "Parties."

1. Purpose

Owner owns certain intellectual property assets and desires professional licensing/monetization support. Atlas provides licensing agency and platform administration services. Owner retains ownership of all IP Assets. Atlas is compensated via the fees/revenue share set forth herein and in the Exhibits.

2. Definitions

2.1 **"IP Assets"** means the intellectual property described in **Exhibit B** (IP Intake Schedule), including any continuations, continuations-in-part, divisionals, renewals, reissues, foreign counterparts, and related materials specifically identified in Exhibit B.

2.2 **"License"** means any license, sublicense, covenant-not-to-sue, distribution agreement, royalty-bearing agreement, settlement, or other monetization arrangement involving the IP Assets.

2.3 **"Licensee"** means any third party receiving rights in the IP Assets under a License.

2.4 **"Gross Receipts"** means all amounts **actually received** from a Licensee in connection with the IP Assets (including upfront fees, running royalties, milestones, minimum guarantees, and settlement

proceeds), **excluding**:

- (a) documented sales/VAT-type taxes collected and remitted;
- (b) **withholding taxes** deducted by a Licensee and remitted to a taxing authority (provided Owner/Atlas receives reasonable documentation);
- (c) amounts **not actually collected** due to refunds, chargebacks, reversals, non-sufficient funds, or bad debt; and
- (d) **payment processor, ACH, and wire fees** directly attributable to collection **if** disclosed in Exhibit A (or otherwise approved in writing by Owner).

2.5 **"Atlas Fee"** means the fee payable to Atlas per **Exhibit A** (Fee Schedule).

2.6 **"Approved Expenses"** means out-of-pocket costs Atlas incurs for Owner's benefit that are pre-approved in writing by Owner (email/text OK) and supported by receipts.

2.7 **"Confidential Information"** means non-public business, technical, financial, or deal-related information disclosed by either Party, including deal terms, pricing, contacts, and documents.

2.8 **"Atlas Lead"** means any Licensee, prospective Licensee, contact, or transaction opportunity that Atlas identifies, introduces, contacts, or materially advances in connection with the IP Assets.

2.9 **"Tail Period"** means the period of **180 days** following the effective date of termination.

2.10 **"Affiliate"** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. "Control" means beneficial ownership of more than 50% of the voting power or equity interests, or the power to direct management or policies.

3. Ownership; No Assignment

3.1 **Owner Retains Ownership.** Owner retains all right, title, and interest in and to the IP Assets. Nothing in this Agreement transfers ownership of the IP Assets to Atlas.

3.2 **No Implied Rights.** Except for the agency/license-administration rights expressly granted below, Atlas receives no ownership or other rights in the IP Assets.

4. Exclusive Appointment; Scope of Authority

4.1 **Exclusive Appointment.** Owner appoints Atlas as the exclusive licensing agent/platform for negotiating and administering Licenses for the IP Assets during the Term. Owner will not appoint another agent or independently license the IP Assets except through Atlas.

4.2 **Authority Limits.** Atlas may (a) identify and contact potential Licensees, (b) negotiate term sheets and deal terms, (c) prepare or coordinate drafts and redlines, and (d) administer executed Licenses, collect payments, and report/disburse funds. Atlas may not execute any License binding Owner without Owner's written approval for that specific deal, unless Owner provides written pre-approval parameters in Exhibit A.

4.3 **Territory / Field.** Unless limited in Exhibit B, the Territory is worldwide and the Field of Use is all fields.

4.4 **Non-Circumvention; Deal Attribution.** During the Term and for the Tail Period, Owner shall not **directly or indirectly** circumvent Atlas with respect to any Atlas Lead. If Owner (or any **Affiliate** of Owner) enters into a License or monetization arrangement with an Atlas Lead during the Term or Tail Period, such transaction shall be treated as a License under this Agreement and subject to the Atlas Fee. For clarity, "materially advances" includes (i) introduction of the Licensee, (ii) delivery of materials/pitch/package, (iii) negotiation of economics or scope, (iv) facilitation of counsel/term sheet, or (v) participation in commercial discussions.

5. Atlas Services

Atlas will provide the following services in a commercially reasonable manner:

5.1 **Deal Sourcing & Outreach.** Identify likely Licensees, conduct outreach, and manage communications.

5.2 **Deal Structuring.** Propose licensing structures, pricing, and royalty frameworks.

5.3 **Contract Administration.** Maintain executed documents, renewal dates, and payment schedules.

5.4 **Collections & Reporting.** Collect (or coordinate collection of) payments, generate statements, and remit payments per Section 7.

5.5 **Recordkeeping.** Maintain an auditable ledger of Gross Receipts, fees, expenses, and payouts for each License.

5.6 **No Guarantee.** Owner acknowledges that licensing outcomes depend on market conditions and third-party decisions. Atlas does not guarantee that any License will be secured, nor any minimum revenue.

5.7 **Other Clients.** Owner acknowledges Atlas may represent other IP owners and technologies, including in adjacent markets, provided Atlas does not disclose Owner's Confidential Information or knowingly use it to harm Owner. If Atlas is simultaneously engaging the same Licensee for materially competing rights, Atlas will disclose the conflict and manage it in good faith.

5.8 **No Legal/Tax Advice.** Atlas is not a law firm and does not provide legal or tax advice. Owner is responsible for obtaining independent legal and tax advice regarding Licenses and enforcement actions.

6. Owner Responsibilities

6.1 **Accurate Intake.** Owner will provide accurate information and documentation requested in Exhibit B and during diligence.

6.2 **Cooperation.** Owner will respond reasonably promptly to approval requests, technical questions, and signature needs.

6.3 **Maintenance.** Unless otherwise agreed in Exhibit A, Owner remains responsible for maintenance fees, renewals, prosecution costs, and required filings.

7. Fees, Waterfall, and Payouts

7.1 **Atlas Fee.** Owner will pay Atlas the Atlas Fee described in Exhibit A, calculated from Gross Receipts.

7.2 **Collection.** Unless otherwise agreed, Licensees will be instructed to pay amounts due to Atlas (or an Atlas-designated account) for allocation and disbursement.

7.3 **Waterfall.** For each payment received relating to the IP Assets:

- subtract applicable exclusions from Gross Receipts as defined in Section 2.4;
- subtract Approved Expenses (if any);
- subtract the Atlas Fee;

- remainder is paid to Owner ("Net to Owner").

7.4 **Payout Timing.** Atlas will remit Net to Owner monthly, within 15 days after month-end, with a statement showing Gross Receipts, expenses, fees, and net amounts. Atlas may hold back up to 5% as a reserve for chargebacks/disputes, reconciled quarterly.

7.5 **Taxes.** Each Party is responsible for its own taxes. Atlas may issue required tax forms where applicable.

7.6 **Late Payments by Licensees.** Atlas will use reasonable efforts to pursue late payments; escalations beyond standard outreach require Owner approval.

7.7 **Disputed Amounts; Chargebacks.** If any portion of Gross Receipts is reasonably disputed, subject to chargeback, reversal, refund, or escrow hold, Atlas may withhold distribution of the disputed portion until resolved. Atlas will provide notice and reasonable supporting documentation.

7.8 **Offset Rights.** Atlas may offset from amounts otherwise payable to Owner any unpaid Approved Expenses, chargebacks, refunds, payment processor fees directly attributable to collections, or amounts paid to Owner in error, provided Atlas furnishes an itemized statement.

7.9 **Payment Processor / Bank Fees.** Standard payment processor or wire fees directly associated with collecting Gross Receipts may be deducted from Gross Receipts prior to the Waterfall only if disclosed in Exhibit A (or otherwise approved in writing by Owner).

7.10 **Statement Review; Objection Window.** Owner must notify Atlas in writing of any good-faith dispute regarding a statement within **30 days** of receipt, identifying the disputed items in reasonable detail. Undisputed portions are final and payable per Section 7.4. Disputed amounts are handled under Section 7.7.

8. Expenses; Counsel; Enforcement Coordination

8.1 **No Surprise Spend.** Atlas will not incur expenses chargeable to Owner without Owner's written pre-approval (email/text OK), except as explicitly pre-approved in Exhibit A.

8.2 **Counsel.** If legal counsel is required, Owner may use Owner's counsel or Atlas may propose counsel. Engagement and billing responsibility must be approved by Owner.

8.3 **Enforcement.** Owner retains ultimate authority whether to file litigation. If enforcement is elected later, the Parties will sign an enforcement addendum with cost recoupment and split terms.

9. Term and Termination

9.1 **Initial Term.** This Agreement begins on the Effective Date and continues for 36 months (“Initial Term”).

9.2 **Renewal.** Automatically renews for successive 12-month terms unless either Party provides written notice of non-renewal at least 60 days before the then-current term ends.

9.3 **Termination for Cause.** Either Party may terminate upon material breach not cured within 30 days after written notice.

9.4 **Tail; Post-Term Fee Entitlement.** Atlas remains entitled to the Atlas Fee for (i) any License executed during the Term, and (ii) any License executed during the Tail Period with an Atlas Lead.

9.5 **Wind-Down.** Upon termination, Atlas will deliver deal files/executed documents and provide a final statement and payout per Section 7.

9.6 **Existing Licenses.** For any License executed during the Term, Atlas will continue to administer collections and reporting unless Owner provides written notice that it is assuming administration, in which case Atlas will reasonably cooperate in transitioning payment instructions and records. Atlas’s fee entitlement under Section 9.4 survives regardless of who administers.

10. Confidentiality

10.1 Each Party will protect the other’s Confidential Information using reasonable safeguards and will not disclose it except to Affiliates, counsel, accountants, or contractors under confidentiality obligations.

10.2 Confidentiality survives 5 years after termination; trade secrets survive as long as they remain trade secrets.

11. Representations and Warranties

11.1 **By Owner.** Owner represents that:

- (a) Owner owns or controls the IP Assets listed in Exhibit B;
- (b) to Owner's knowledge, the IP Assets are not subject to undisclosed liens or conflicting grants;
- (c) Owner has not granted rights that would prevent performance hereunder; and
- (d) information provided is not knowingly false.

11.2 **By Atlas.** Atlas represents it will perform services professionally and in good faith and has authority to enter this Agreement.

11.3 **Compliance.** Each Party represents that it will comply with applicable laws in connection with this Agreement, including anti-bribery/anti-corruption laws and applicable sanctions/export control laws. Neither Party shall cause the other to violate such laws, and either Party may terminate for material violation of this Section upon written notice.

12. Limitation of Liability

12.1 **No Consequential Damages.** Neither Party is liable for indirect, consequential, special, punitive, or lost profits damages, except for breach of confidentiality or fraud.

12.2 **Cap.** Atlas's aggregate liability is capped at the Atlas Fees actually received under this Agreement in the 12 months preceding the claim, except for fraud or willful misconduct.

13. Indemnification

13.1 Owner will indemnify Atlas against third-party claims arising from Owner's breach of Section 11.1 or Owner-provided materials.

13.2 Atlas will indemnify Owner against third-party claims arising from Atlas's willful misconduct or material breach.

14. Audit and Records

Atlas will maintain accurate records and provide statements per Section 7. Owner may audit once per year upon 15 days notice, at Owner's expense, unless an underpayment of more than 5% is found, in which case Atlas reimburses reasonable audit costs.

15. Publicity

Neither Party may use the other's name or marks in publicity without prior written consent. Owner election: ☐ yes ☐ no (Atlas may list Owner as a participant/client).

16. Governing Law; Venue

This Agreement is governed by the laws of the State of Indiana. Exclusive venue for any dispute will be the state or federal courts located in Marion County, Indiana, and each Party consents to such jurisdiction and venue.

17. Miscellaneous

17.1 Independent Contractors. No partnership or employment relationship is created.

17.2 Assignment. Atlas may assign this Agreement to an Affiliate or successor in connection with a merger, reorganization, or sale of substantially all assets related to this Agreement, provided the assignee assumes Atlas's obligations in writing and is not a direct competitor of Owner in Owner's primary business (if any) without Owner's consent (not unreasonably withheld). Owner may assign to an Affiliate or successor in connection with a merger or sale of substantially all assets, provided Owner remains responsible unless Atlas consents to release in writing.

17.3 Entire Agreement. This Agreement and Exhibits are the entire agreement regarding the IP Assets.

17.4 Amendments. Must be in writing and signed by both Parties.

17.5 **Notices.** Notices must be sent to the addresses/emails below (or updated in writing).

17.6 **Survival.** Sections **4.4, 7, 9.4, 9.6, 10, 12, 13, 14, 16, and this Section 17.6** survive expiration or termination.

18. Signatures

ATLAS IP HOLDINGS LLC (Indiana)

By: _____
Name/Title: _____
Date: _____
Notice Email: _____
Address: _____

OWNER: [Legal Name]

By: _____
Name/Title: _____
Date: _____
Notice Email: _____
Address: _____

EXHIBIT A — FEE SCHEDULE

A1. Default Monetization Fee

Platform / Licensing Agency Fee: 20% of Gross Receipts

A2. Approved Expenses

No expenses billable to Owner without written pre-approval (email/text OK). Approved Expenses are recouped from Gross Receipts before fee allocation per Section 7.3.

A3. Payout Schedule

Monthly payouts within 15 days after month-end
Optional reserve holdback: 5% (quarterly true-up)

A4. Deal Approval

Owner must approve each binding License in writing unless the following pre-approval parameters are completed:

Minimum upfront: ☐

Minimum royalty: ☐

Minimum annual minimum: ☐

A5. Payment Processor / Bank Fees (if applicable)

If Licensee payments are received via payment processor, ACH, or wire, the direct transaction fees for collection may be deducted prior to the Waterfall only if disclosed here or approved in writing by Owner: ☐

A6. Enforcement (if later elected)

Enforcement will require a separate written addendum signed by both Parties specifying Approved Expenses, counsel engagement, recoupment order, and any modified fee split.

EXHIBIT B — IP INTAKE SCHEDULE

For each IP Asset:

Asset Title:

Asset Type: patent / software / hardware / trademark / trade secret

Jurisdiction(s):

Registration/Application No.:

Status: filed / published / granted / pending / expired

Priority Date (if any):

Inventor(s)/Author(s):

Current Owner Entity:

Encumbrances/Prior Licenses: yes/no (describe):

Plain-English Description:

Supporting Files/Links: drawings, repo, demo, deck, etc.:

Known competitors / target licensees (optional):

Owner payout contact + preferred method (wire later):

Owner confirms: ☐ "I own/control this IP and have authority to license it."