AGREEMENT TO ASSIGN TECHNOLOGY

This Agreement to Assign Technology (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [DEVELOPER NAME]** (the "Developer"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound hereby, do promise and agree as follows:

1. **ASSIGNMENT**

Developer hereby assigns to the Company exclusive, world wide, all right, title and interest (choate or inchoate) in (i) the subject matter referred to in Annexure A ("Technology"), (ii) all precursors, portions and other work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, patent rights, trade secret rights, trademark rights, database rights and all other intellectual and industrial property rights of any sort and all business, contract rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property").

1. **CONSIDERATION**

The Company agrees to issue to Developer [NUMBER] shares of common stock of the Company on the date of this Agreement pursuant to the provisions of a Share Purchase Agreement of even date herewith between the Company and Developer. Such shares shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

1. **FURTHER ASSURANCES; MORAL RIGHTS; COMPETITION; MARKETING**

Developer agrees to use its full legal effort to ensure the Section 1 assignment is perfected and to apply for and obta*in re*cordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Developer's signature to any document it is entitled to under this Section 3, Developer hereby irrevocably designates and appoints the Company and its duly Authorised officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Developer, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Developer.

To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights,” or the like (collectively "Moral Rights"). To the extent Developer retains any such Moral Rights under applicable law, Developer hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or Authorised by Company; Developer agrees not to assert any Moral Rights with respect thereto. The developer will confirm any such ratifications, consents and agreements from as requested by Company.

1. **CONFIDENTIAL INFORMATION**

Developer will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Developer (i) can document that it is generally available (through no fault of Developer) for use and disclosure by the public without any charge, licence or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement by and between Developer and the Company of even date herewith. Developer recognises and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

1. **WARRANTY**

Developer represents and warrants to the Company that the Developer: (i) was the sole owner (other than the Company) of all rights, title and interest in the Intellectual Property and the Technology, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1 (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology, [(v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1,] and (vi) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

1. **NOTICE**

There are four ways that notice can be given, subject to requirement and allowance, the first is in person, the second is by certified mail, postage prepaid, return receipt requested, the third is by facsimile, and the fourth is by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the above-mentioned addresses or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean a notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

1. **MODIFICATION OF AGREEMENT**

This Agreement may only be modified is all parties agree in writing and sign off on it.

1. **ENTIRE AGREEMENT**

This Agreement and all other agreements, Annexures, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

1. **SEVERABILITY OF AGREEMENT**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. Said provision will then be replaced as closely as possible by a legal, enforceable substitute.

1. **ATTORNEY FEES PROVISION**

In any legal action that is taken to enforce the rights pertaining to this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

1. **GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the [COUNTRY].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

COMPANY DEVELOPER

Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title