

IP ASSIGNMENT AND LICENSE AGREEMENT

This IP assignment and license agreement (the “**Agreement**”) is dated [*] and is between [*], registry code: [*], address [*], e-mail address [*] (the “**Company**”) and [*], personal identification code: [*], address [*], e-mail address [*] (the “**Assignor**”) (collectively the “**Parties**”, each a “**Party**”). This Agreement comprises the Outlined Terms in Section 1, the Detailed Terms in Section 2 and the Schedules named herein

1. OUTLINED TERMS

1.1. Object of Agreement	
<p>The object of this Agreement is Intellectual Property Rights to Work Results.</p> <p>For these purposes “Work Results” mean all objects that have been, or will, in the future, be made, developed, created or otherwise acquired by the Assignor (i) during his Professional Relationship with the Company and in connection therewith and/or (ii) by way of using the equipment, facilities, assets, know-how and information of the Company and/or (iii) in any other way for the business and/or for the Company, including those with respect to which patent registrations or other registrations or means of protection will be obtained in the future. The Work Results include the items specified in Schedule 1.</p> <p>“Professional Relationship” means an employment relationship, management board member service relationship or other service relationship (in Est. käsundussuhe) (e.g. consultancy, advisory relationship, relationship from contract for works) between the Assignor and the Company, regardless of the form and validity of the agreement on which that relationship is based. For the sake of clarity, Professional Relationship includes any activities of the founders that are relevant to the Company’s business even if such activities have been conducted before the Company was established.</p> <p>“Intellectual Property Rights” or “IPR” mean all intellectual and industrial property rights and similar rights of whatever nature anywhere in the world whether currently existing or coming into existence at some future time and all rights pertaining thereto, whether recorded or registered in any manner or otherwise, including (but not limited to) any copyrights and related rights, industrial design rights and other design rights, registered designs, patents, utility models, inventions (whether or not patentable), trademarks, service marks, database and software rights, rights to layout-designs of integrated circuits, trade secrets, know-how, confidential information, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property including, where applicable, all renewals, extensions and applications for registration, the right to apply for registration and the right to sue for damages for past and then-current infringement in respect of any of the same.</p>	
1.2. Transfer of IPR to Work Results	
<p>The Assignor hereby assigns to the Company, without separate consideration, all IPR to all Work Results. All such IPR are deemed automatically transferred to the Company from the moment of their creation for the whole period of validity of the respective IPR.</p>	
1.3. License of IPR to Work Results	
<p>To the extent it is impossible as a matter of law to transfer the IPR specified in Section 1.2 to the Company, the Assignor hereby grants to the Company, to the maximum extent possible under law, an exclusive, transferable, fully paid-up, world-wide and unlimited right (license) to use (including by means of sublicensing)-, exploit and exercise such IPR for the whole period of their validity.</p>	
1.4. Other clauses	
Company’s right to license	The Company is entitled to use, license or sublicense all rights assigned or licensed to it under the Agreement at its own discretion without any time, territorial or other restrictions.
Company’s right to register	The Company is entitled to apply for the registration (in any part of the world) of a patent, a utility model, industrial design right, trademark or any other industrial property right or any other type of registrable right with respect to any Work Results.
Assignor’s waiver	The Assignor hereby waives all his current and future rights and claims to demand any income, compensation or other payment in connection with the Work Results, including right to demand any income, compensation or other payment on the account of any income or consideration receivable in connection with any invention or utility model being part of the Works Results.
Assignor’s refrainment	The Assignor shall exercise his rights in a way that does not hinder the Company in exercising the rights that have been transferred or licensed to it hereunder. The Assignor shall not use the Work Results and not exploit any rights that have been transferred or licensed to the Company hereunder in any way other than (a) for performing his obligations to the Company or (b) in any manner expressly approved by the Company in writing in advance.
Perfection Actions	At the request of the Company the Assignor shall take all necessary actions to transfer the title to the IPR specified in Section 1.2 to the Company, and do all such acts as may be necessary or proper to obtain the acceptance of any applications for such IPR and for procuring the grant of such IPR pursuant to any such applications as well as for the registration of the Company as the sole proprietor of such IPR.
Third party challenges	If the validity of any IPR specified in Section 1.2 is challenged on any point upon which the Assignor has or can procure information or advice, which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.

1.5. The Assignor hereby warrants to the Company that:

- If the Work Results contain elements that are subject to the intellectual property rights of any third party or to a non-exclusive licence granted by the Assignor to a third party ("**Foreign Elements**"), the Assignor presents to the Company full information about the Foreign Elements in a form which can be reproduced in writing. If there is a need to add Foreign Elements to the Work Results, then the Assignor does not incorporate such Foreign Elements into the Work Results without the prior consent of the Company. The consent must be in a form which can be reproduced in writing.
- Except for the Foreign Elements, the Assignor is the owner of the IPR which are transferred or licensed to the Company hereunder, or is otherwise authorised to assign or license the IPR to the Company.
- Nothing in such IPR infringes the Intellectual Property Rights of any third party.
- The Assignor has not made any agreement or assumed any obligation concerning such IPR which will or might conflict with the transfer or license of rights hereunder.
- The Assignor is not a party to non-disclosure or other agreement with any party that would restrict the utilization of the rights transferred or licensed to the Company hereunder.

2. DETAILED TERMS

2.1. Irrevocable, exclusive and unconditional nature

All transfers, licenses and waivers given or made under this Agreement are exclusive irrevocable and unconditional by nature.

2.2. Scope of transfer

2.2.1. The assignment of IPR to Work Results by the Assignor to the Company under the Outlined Terms includes the transfer to the Company of all author's economic rights (as defined in the copyright laws) with respect to any Work Results.

2.2.2. By such transfer the Assignor grants the Company also the right to apply for the registration, in any part of the world, of a patent or an utility model or an industrial design or any other type of registrable right with respect to any Work Results. and to become the unrestricted owner of such rights.

2.3. Scope of license

2.3.1. Without prejudice to the generality of the Outlined Terms, by the license granted by the Assignor to the Company under the Outlined Terms the Assignor grants to the Company also an exclusive, transferable, sub-licensable, fully paid-up, worldwide and unlimited right (license) to use and exploit the author's moral rights (as defined in the copyright laws) with respect to Work Results in the following manner (and the Assignor shall use the respective rights in the following manner) for the whole period of validity of the respective rights:

- right of authorship: the Assignor shall not appear in the public as the creator of the Work Results and claim the recognition of the fact of creation of the Work Results without the prior written approval of the Company;
- right of author's name: the Assignor grants to the Company the right to decide whether and in which manner to designate the author's name in the use of the Work Results, including the right to use the Work Results without showing the author's name;
- right of integrity: the Assignor grants to the Company the right to make itself and allow any other person to make any changes, modifications, developments and translations to the Work Results without any further consent of the Assignor required; the Assignor shall not make changes to the Work Results, except as may be required to perform his obligations to the Company;
- right of additions: the Assignor grants to the Company to make itself and allow any other person to add other authors' works to the Work Results without any further consent of the Assignor required;
- right of disclosure: the Assignor grants to the Company the right to decide whether and when the Work Results will be made public;
- right of supplementation: the Assignor grants to the Company the right to supplement itself and allow other persons to supplement the Work Results without any further consent of the Assignor required; the Assignor shall not supplement the Work Results, except as may be required to perform his obligations to the Company;
- right to withdraw: the Assignor grants the Company the right to request that the use of Work Results be terminated; the Assignor hereby waives such right.

2.4. Remuneration

The Assignor confirms that he has received all payments and remuneration for the transfer of the Intellectual Property Rights and for granting the license under this Agreement in the course of the Professional Relationship. The Assignor confirms that such payments and remuneration have been reasonable and the Assignor shall not be entitled to any payments or remuneration for the transfer of the Intellectual Property Rights and for the provision of the License under this Agreement now or in the future.

2.5. No effect by termination

The termination of the Professional Relationship (irrespective of the reason) shall not in any way affect the validity of transfers made and licensed given under this Agreement.

2.6. Amendments

Any amendments to this Agreement are valid only if made in writing.

2.7. Entire agreement, severability, no waiver

- 2.7.1. This Agreement constitute the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any agreement or understanding between the Parties prior to signing of this Agreement.
- 2.7.2. If any provision of this Agreement is held to be invalid, all other provisions will remain in full force and will not in any way be impaired. The Parties agree to replace the invalid provision by a valid provision, which shall best reflect the Parties' original intention and shall to the maximum extent possible achieve the same economic result.

2.8. Rules of interpretation

- 2.8.1. If there is a conflict between the Detailed Terms and the Outlined Terms, then the Outlined Terms shall prevail.
- 2.8.2. References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.8.3. Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing singular shall be treated as importing plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.8.4. If a mandatory provision of any applicable law prohibits or limits the transfer of any IPR from the Assignor to the Company under this Agreement, any such transfer shall be deemed to have been replaced with the grant of an exclusive, or if that would be prohibited by law, a non-exclusive license from the Assignor to the Company, that would give the Company the freedom to use and exercise such IPR to the maximum extent permissible under the applicable law. If a mandatory provision of any applicable law prohibits or limits the Assignor from licensing any IPR under this Agreement, any such license shall be deemed to have been replaced with the waiver of the Assignor to exercise such IPR against the Company or any assignees or licensees of the Company.

2.9. Governing law and jurisdiction

- 2.9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.
- 2.9.2. Any disputes resulting from this Agreement will be resolved in Harju County Court as the court of first instance.

PARTIES' SIGNATURES:

COMPANY:	Signature	ASSIGNOR:	Signature
Representative: [*], Title: [*]	/signed digitally/	[*]	/signed digitally/