

Intellectual Property Rights Assignment Protocol

Version 1.1, September 2023

WHEREAS:

- (A) The Parties have entered into the Agreement stipulating that all Relevant IP Rights shall belong to Solidgate, and the Contractor irrevocably waives any Relevant IP Rights to the Relevant IP Objects (including any that have been created in the past from the effective date of the Agreement) and agrees that Solidgate shall be the sole owner of the Relevant IP Rights;
- (B) The Contractor has received certain amounts under the Agreement (the "**Paid Amounts**"),

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. IP ASSIGNMENT

- 1.1. The Contractor hereby assigns to Solidgate all and any Relevant IP Rights and Relevant IP Objects and waives any claim that the Contractor may have to Solidgate as to consideration for such assignment.
- 1.2. The document(s) and other information available in the attached JIRA task(s) and in the GitLab repository at <https://git.solidgate.com/> are deemed incorporated into this Protocol by reference.
- 1.3. In case the information in the JIRA task(s) containing the detailed description cannot be correctly identified on the date of this Protocol, such links shall be disregarded. For the avoidance of doubt, this reservation does not apply to the respective GitLab repository.
- 1.4. The Contractor hereby confirms that the Contractor has received remuneration for the Intellectual Property Rights and the Intellectual Property Objects, including those referred to in the Schedule in full. The Contractor confirms that such remuneration is adequate, and no other remuneration or other consideration for the Intellectual Property Rights or the Intellectual Property Objects shall be due or payable to the Contractor.
- 1.5. The Contractor confirms that all Intellectual Property Rights to the Intellectual Property Objects referred to in the Schedule belong to Solidgate, the Contractor waives any rights to such Intellectual Property Rights and confirms that Solidgate acquires and is the sole owner of such Intellectual Property Rights.
- 1.6. The Contractor warrants that each of the Intellectual Property Objects referred to in the Schedule has been created at the request of (or pursuant to an order from) Solidgate and/or a Group Company and is the property of Solidgate.

2. PROPERTY RIGHTS

- 2.1. The Contractor confirms that from the moment of creation of each Relevant IP Object (or, if such Relevant IP Object was created before the date hereof, from the earliest moment in time allowed under applicable law), Solidgate acquires the following exclusive proprietary intellectual property rights with respect to each Intellectual Property Object referred to in the Schedule:
 - 2.1.1. exclusive right to use each Intellectual Property Object in any form and in any way, including the right to do the following:

- (a) full or partial reproduction of the Intellectual Property Objects in any form or format, in any way, in any number of copies, using any and all media, in any material form or otherwise;
 - (b) any public performance and any broadcasting of any and all Intellectual Property Objects;
 - (c) public demonstration and public display of the Intellectual Property Objects, including but not limited, with advertising or informing purposes;
 - (d) publication, launching, exposure, operating, making available of the Software and other Intellectual Property Objects, in any form, by any method, to any number of persons, whether on any central or local units or otherwise, including under Solidgate's name, commercial name, firm name, and/or trademark, and including any repeated publication, launching, exposure and making available;
 - (e) any translation of the Intellectual Property Objects, any transcription thereof into another computer language;
 - (f) the Modification of any Intellectual Property Objects; creation of derivative works, independent Relevant IP Objects on the basis of the Intellectual Property Objects;
 - (g) integration of the Intellectual Property Objects into any systems; inclusion of the Intellectual Property Objects as integral parts into computer programs, computer games, online games, databases, interfaces, other forms readable by computer, to compilations, anthologies, encyclopaedias etc.;
 - (h) distributing, offering, selling, assigning, disposing, alienating, granting into property lease, lending the Intellectual Property Objects, both for the first time and subsequently, and whether in exchange for payment or otherwise;
 - (i) providing the Intellectual Property Objects to the general public knowledge in any way; providing access to the Intellectual Property Objects in any form (whether as source program, object program or otherwise) to an unlimited number of persons, including by way of net access, including Internet, and by other means;
 - (j) import and export of copies of the Intellectual Property Objects;
 - (k) marketing of the Intellectual Property Objects in any form and by any means, using the Relevant IP Objects in advertising, including without limitation through Internet, radio, television, in printed mass media and other mass media;
 - (l) filing applications for registration and obtaining title documents (certificates, patents, etc.) worldwide with respect to copyright, inventions, utility models, industrial designs, topographies of integrated circuits and other types of intellectual property objects based on the Intellectual Property Objects and assignment of right to obtain any such title documents to the third party. The Contractor shall assist Solidgate in filing any and all such applications;
- 2.1.2. the exclusive proprietary right to authorize or prohibit the use of the Intellectual Property Objects by other persons;
- 2.1.3. the exclusive right to prohibit or otherwise prevent illegal use of the Intellectual Property Objects; and
- 2.1.4. any and all other proprietary rights to the Intellectual Property Objects.
- 2.2. The Contractor confirms that the exclusive proprietary rights of Solidgate to the Intellectual Property Objects referred to in the Schedule extends to the territory of all countries of the

world with no restriction. Such rights shall belong to Solidgate for the whole period of validity of such rights from the effective date of the Agreement.

3. OTHER PROVISIONS

- 3.1. All capitalized terms if not defined herein shall have the meaning ascribed to them in the Agreement.
- 3.2. All provisions of the Agreement that do not contradict to the provisions of this Protocol are hereby incorporated herein by reference (with the same force and effect as though fully set forth herein).
- 3.3. This Protocol shall be governed by the Law of England and Wales. Each Party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each Party irrevocably submits to the jurisdiction of the English courts.
- 3.4. This Agreement may be executed in two or more counterparts in English (which both Parties understand properly), all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts of the Schedule have been signed by each Party and delivered to each other Party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof
- 3.5. The Agreement can be accepted and thus executed in electronic form (e.g., by an electronic or other means of demonstrating assent) and Contractor’s acceptance will be deemed binding between the Parties. The Contractor cannot contest the validity or enforceability of the Schedule and Protocol, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.