

EQUITY SHARING AGREEMENT

THIS EQUITY SHARING AGREEMENT (this “**Agreement**”), is entered into by and between _____, a _____ (the “**Start-Up**”), and Gusher Co., a Delaware corporation (“**Gusher**”), as of _____ (the “**Effective Date**”). Start-Up and Gusher may each hereafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Start-Up is a member of Gusher’s web-based collaboration platform for early-stage companies (the “**Gusher Platform**”); and

WHEREAS, in connection with the commercial launch of Start-Up (the “**Launch**”), Start-Up is utilizing the Gusher Platform in order to facilitate the engagement of one or more entrepreneurs to complete various projects (“**Projects**”) for Start-Up; and

WHEREAS, Start-Up desires to issue to Gusher the Equity Award (as defined below) in consideration of Start-Up’s access to the Gusher Platform, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Equity Award. Upon the Launch, Start-up shall issue to Gusher, two percent (2%) of Start-Up’s issued and outstanding common stock, on a fully-diluted basis (the “**Equity Award**”), subject to commercially reasonable restrictions on transferability.

2. Confidentiality and Non-Use.

2.1 Confidentiality and Non-Use. In connection with the Project, Start-Up has disclosed or may disclose to Gusher certain non-public information, including, without limitation, information relating to Start-Up’s business plans, technology, product plans, products, developments, inventions, processes, designs, drawings, formulae, markets, software (including source and object code), hardware, agreements with third parties, services, customers, marketing or finances, whether in tangible or intangible form (collectively, “**Confidential Information**”). Gusher shall use the Confidential Information solely in connection with the Project and shall not without the express written permission of Start-Up reverse engineer, reverse compile or otherwise attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. Gusher shall hold the Confidential Information in strict confidence and shall not disclose any Confidential Information to any person or entity; provided, that Confidential Information may be disclosed to those employees or contractors of Gusher who have a need to know the Confidential Information and are bound in writing by obligations of confidentiality at least as restrictive as the obligations hereunder. Gusher shall promptly notify Start-Up of any unauthorized release of, access to, or use of Confidential Information.

2.2 Equitable Relief. Gusher acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this agreement may cause irreparable harm to Start-Up for which damages are not an adequate remedy, and, accordingly, Start-up shall be entitled to seek equitable relief in addition to all other remedies available at law. Gusher further agrees that no bond or other security shall be required in obtaining any equitable relief.

2.3 No License. Subject to Section 4.5, below, all right, title, and interest in and to the Confidential Information, including all intellectual property rights thereto and therein, are owned by Start-Up and nothing in this Agreement shall grant Gusher any ownership rights in or to the Confidential Information.

3. Term and Termination.

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue unless earlier terminated pursuant to Section 3.2.

3.2 Termination. This Agreement may be terminated as follows:

(a) by Start-Up, in the event that there are no ongoing or anticipated Projects and Start-Up has determined not to pursue the Launch; or

(b) by Gusher upon ten (10) days' written notice.

In the event of a termination pursuant to this Section 3.2, Start-Up shall have no obligation to issue the Equity Award.

3.3 Survival. In the event this Agreement is terminated, (a) the provisions of Section 1, Section 2.2, Section 2.3, and Articles 3 – 4, inclusive, shall survive indefinitely, and (b) the provisions of Section 2.1 shall survive for two (2) years following such termination. The termination of this Agreement shall not impair any right or obligation of any party accruing prior to the effective date of such termination.

4. Miscellaneous.

4.1 Representations and Warranties.

(a) Gusher hereby represents and warrants that it has the power and authority to execute and deliver this Agreement.

(b) Start-Up hereby represents and warrants that it has the power and authority to execute and deliver this Agreement and to grant the Equity Award and the Security Interest as contemplated by this Agreement.

4.2 Independent Contractor. The Parties shall not be considered partners, co-venturers, agents, employees or representatives of each other. The Parties shall remain in all respects independent

contractors, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation in the name of or on behalf of the other Party. Neither Party's employees are, nor shall they be deemed to be, employees of the other Party.

4.3 Notices. All notices and other communications required or permitted hereunder shall be in writing and deemed to have been given when hand delivered, sent by facsimile or email, with confirmation of receipt, or mailed by registered or certified mail or overnight courier with tracking capabilities, as follows or as a Party may otherwise notify to the other in accordance with this Section 4.3 (provided that such notice of change of address or recipient shall be deemed given only when received):

If to Startup-Up:

[Redacted]

Attn:

If to Gusher:

Gusher Co.
405 N. King Street
4th Floor
Wilmington, DE 19801
legal@gusher.co
Attn: Christopher Joyce

4.4 Indemnification. Start-Up shall indemnify and hold Gusher harmless for all costs, fees (including reasonable attorney's fees), expenses, losses and other damages arising from or related to the Project and the Launch and/or any breach of this Agreement.

4.5 Assignment; No Third Party Beneficiaries. No Party may assign this Agreement without the prior written consent of the other Party. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the parties hereto or their respective successors, heirs, and permitted assigns, any benefits, rights or remedies.

4.6 Governing Law, Jurisdiction and Attorney Fees. This Agreement shall be governed by and interpreted in accordance with laws of the State of Delaware without giving effect to any conflict of laws provisions. Any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be brought in any court of general jurisdiction in the State of Delaware. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

4.7 Entire Agreement, Amendment and Waiver. This Agreement contains the sole agreement between the Parties with respect to the subject matter hereof and it supersedes all prior agreements and understandings with respect thereto, whether oral or written. No amendment, supplement or other

modification to any provision of this Agreement shall be binding unless in writing and signed by the Parties. No waiver of any rights under this Agreement shall be effective unless in writing signed by the Party to be charged. A waiver of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

4.8 Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

4.9 Headings. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

4.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

Gusher Co.

Authorized Signature

Authorized Signature

Name: _____

Name: Christopher Joyce

Title: _____

Title: CEO