

## EQUITY SHARING AGREEMENT

THIS EQUITY SHARING AGREEMENT (this “**Agreement**”), is entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the “**Start-Up**”), and \_\_\_\_\_, an Individual, and \_\_\_\_\_ resident (“**Entrepreneur**”), as of \_\_\_\_\_ (the “**Effective Date**”). Start-Up and Entrepreneur may each hereafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Start-Up and Entrepreneur are members of Gusher, a web-based collaboration platform for early-stage companies (“**Gusher**”); and

WHEREAS, in connection with the commercial launch of Start-Up (the “**Launch**”), Start-Up desires to engage various entrepreneurs to perform services for Start-Up in exchange for a portion of Start-Up’s equity upon the Launch; and

WHEREAS, Start-Up desires to engage Entrepreneur, through Gusher, to complete the Project (as defined below), and Entrepreneur desires to complete the Project, 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. Project.**

**1.1 Scope of Project.** During the Term of this Agreement, Entrepreneur shall

for Start-Up (the “**Project**”).

**1.2 Equity Award.** Upon the Launch, Start-up shall issue to Entrepreneur, ( ) % 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; Improvements.**

**2.1 Confidentiality and Non-Use.** In connection with the Project, Start-Up has disclosed or may disclose to Entrepreneur 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**"). Entrepreneur 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. Entrepreneur 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 Gusher Co. and to those employees or contractors of Entrepreneur who (a) have a need to know the Confidential Information in connection with the Project, and (b) are bound in writing by obligations of confidentiality at least as restrictive as the obligations hereunder. Entrepreneur shall promptly notify Start-Up of any unauthorized release of, access to, or use of Confidential Information.

**2.2 Equitable Relief.** Entrepreneur 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. Entrepreneur further agrees that no bond or other security shall be required in obtaining any equitable relief.

**2.3 No License; Improvements.** 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 Entrepreneur any ownership rights in or to the Confidential Information. Any and all enhancements, improvements, discoveries, derivatives and modifications, data and work product, whether or not patentable, made by Entrepreneur in performance of its obligations under this Agreement or made to the Confidential Information, exclusively or with any other person or entity ("**Improvements**"), shall be solely owned by Start-Up. Start-Up's ownership of the Improvements include all intellectual property rights, including any patents and the right to pursue the same. Entrepreneur hereby assigns all right, title, and interest in the Improvements to Start-Up. Entrepreneur shall reasonably assist Start-Up in recording and perfecting Start-Up's rights in and to the Improvements. Notwithstanding the foregoing, and for clarity, any technology owned or controlled by Entrepreneur prior to the Effective Date of this Agreement and not based

on or derived from any Confidential Information (“**Pre-existing Technology**”) shall remain Entrepreneur’s property and Start-Up shall have no rights or interests in such Pre-existing Technology.

### **3. Term and Termination.**

**3.1 Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the Project is complete (the “**Term**”) unless earlier terminated pursuant to Section 3.2.

**3.2 Termination.** This Agreement may be terminated as follows:

(a) by Start-Up, immediately upon providing written notice to Entrepreneur, in the event that Entrepreneur fails to complete the Project substantially as contemplated by this Agreement; or

(b) by Entrepreneur or Start-Up upon ten (10) days’ written notice to the other Party, provided that the Project is not substantially complete as of the time such written notice is provided.

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 1.2, 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 expiration or termination.

### **4. Miscellaneous.**

#### **4.1 Representations and Warranties.**

(a) Entrepreneur hereby represents and warrants that it has the power and authority to execute and deliver this Agreement and to complete the Project hereunder.

(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 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:

If to Entrepreneur:

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Attn:

Attn:

**4.4 Start-Up Property; Return.** Promptly upon the expiration or termination of this Agreement, and earlier if requested by Start-Up, Entrepreneur shall deliver to Start-Up (and shall not keep in Entrepreneur's possession or deliver to anyone else) all Confidential Information of Start-Up (including all embodiments thereof) and all software, documentation, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, or any other work product whatsoever, developed by Entrepreneur as part of or in connection with the Project or otherwise belonging to Start-Up.

**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.

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_