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Collaboration Agreement

Alabama

This Collaboration Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Execution Date") by and between the following parties:

_____, a corporation, incorporated under the laws of the state of Alabama,
having its principal place of business at the following address:

and

_____, a corporation, incorporated under the laws of the state of Alabama,
having its principal place of business at the following address:

Hereinafter, "Collaborator" will refer to and be used to describe either party. The Collaborators may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties desire to work together through a collaboration (the "Collaboration"), as defined further below;

WHEREAS, the Parties wish to establish a written agreement between them covering the terms and conditions of their Collaboration,

NOW, therefore, in consideration of the promises and covenants contained herein, as

well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - COLLABORATION:

Subject to the terms and conditions of this Agreement, the Parties will work on the following Collaboration:

If needed, the Collaborators will draft a separate plan of work to be completed during this Collaboration, which will be an integral part of this Agreement.

Nothing in this Agreement shall be construed to create employment, partnership, or other fiduciary relationship between the Parties.

Article 2 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, title and interest in and to intellectual property belonging to each of the Parties prior to this Collaboration, including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property, registered or otherwise, shall remain with that Party throughout the duration of this Agreement and forever thereafter.

For any intellectual property created or developed as a result of this Collaboration, the Parties agree to joint ownership under relevant copyright law. If one Party receives an offer regarding licensing or other exploitation of any joint work, that Party agrees to immediately notify all other relevant Parties so the offer can be discussed and decided upon.

Article 3 - DUTIES AND OBLIGATIONS:

The duties and obligations of the Parties shall be as follows:

_____:

_____:

Article 4 - CAPITAL CONTRIBUTION:

A capital contribution is required from each of the Collaborators for the Collaboration.
The initial individual capital contributions of the Collaborators are as follows:

_____:

U.S. \$2

_____:

U.S. \$2

Article 5 - PROFIT ALLOCATION:

For any profits acquired as a result of the Collaboration, the allocation will be as follows:

_____:

100%

_____:

100%

Profits will be allocated weekly.

The Parties shall share expenses and losses according to the same allocation as above.

Article 6 - TERM & TERMINATION:

This Collaboration will begin on the Execution Date and terminate automatically when the timeline or purpose has passed.

If the Collaboration must be terminated prior to completion, it may be in the following circumstances:

- a) If any Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not, the non-breaching party may terminate this Agreement in writing and force the termination of the Collaboration;
- b) If any Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform, any other party may terminate this Agreement in writing and force termination of the Collaboration.
- c) If any one Party wants to terminate the Collaboration, it must automatically be terminated for all Parties.

Any termination under this subpart shall not affect the accrued rights or liabilities of any Party under this Agreement or at law and shall be without prejudice to any rights or remedies any Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 7 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party or parties each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into this Collaboration as a business relationship, through which they will each have access to another party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information.

- a) Confidential Information refers to any information which is confidential and commercially valuable to any of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or

finance or any other information which is confidential and commercially valuable to any of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

II) is already known, through legal means, to the Receiving Party;

III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

b) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

c) The Parties hereby agree they shall:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other unless, in the case of Confidential Information, that third party is a service provider necessary for the Collaboration and the third-party service provider agrees to sign a Non-Disclosure Agreement mutually agreeable to each Party;

II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

Article 8 - THIRD PARTY LIABILITY:

Each Party hereby agrees and acknowledges that their own liabilities, including debts and other financial obligations, shall remain their liabilities and shall not become the liabilities of any other Party.

Article 9 -

Article 10 - COMPETITION:

No Party shall be permitted to engage in any competitive venture with this Collaboration during the duration of this Agreement and the existence of the Collaboration. This prohibition includes engaging in the employ of, acting as an independent contractor for, or otherwise providing business services to other organizations, companies or individuals who are or are potentially direct or indirect competitors of the work of the Collaboration.

Article 11 - ARBITRATION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following state: Alabama. The arbitration shall be conducted by a single arbitrator and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, or award punitive damages. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Alabama. Each Party shall pay their own costs and fees. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 12 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws

of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by any Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of any Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of any Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f)

g)

h) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

i) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party or Parties in accordance with this clause. The relevant contact information for the Parties is as follows:

_____ Email:

_____ Email:

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Date:_____

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Date:_____