

Dear **Contributor**:

Sexual Health Innovations is required to ensure that our resources are used for public benefit and not for the benefit of our officers, directors, employees, volunteers or others to maintain non-profit, tax-exempt status. The IRS has expressed its concern that tax-exempt non-profit organizations retain all intellectual property rights (including copyrights to programming and design) that arise out of its activities, including the activities of its volunteers. Therefore, in connection with your volunteer relationship with us, and as a requirement to enter into that relationship, Sexual Health Innovations is providing you with this letter agreement (this “**Agreement**”) to memorialize conditions relating to the work you will perform and have performed during your relationship with Sexual Health Innovations. In consideration for the opportunity to obtain experience as a software contributor provided by Sexual Health Innovations during the course of your relationship with Sexual Health Innovations, you hereby agree and acknowledge as follows:

1. Volunteer status. You hereby acknowledge and agree that, as a volunteer with Sexual Health Innovations, a non-profit organization, you will be donating your time and work to Sexual Health Innovations, and that, for purposes of conducting your work for Sexual Health Innovations, Sexual Health Innovations will not be liable for any costs, fees, losses, or other amounts relating to the use of any of your personal resources, including, but not limited to, your vehicle or any other mode of transportation, mobile phones (including call and roaming credit), tablets, computers, or any other devices, except as expressly agreed by Sexual Health Innovations in writing. You expressly acknowledge and agree that you are solely responsible for such resources.

2. Creations.

Definition. “**Creations**” collectively means any and all ideas, concepts, inventions, discoveries, developments, applications, software, code, content, textual or artistic works, video, graphics, sound recordings, know-how, structures, designs, formulas, algorithms, methods, products, processes, new materials research, pending projects and proposals, technological data, technological prototypes, systems and technologies, in any stage of development, that are conceived, created, developed or reduced to practice by you in the course of or incident to your relationship with Sexual Health Innovations, whether alone or with others, including any and all rights therein (including, without limitation, any and all patents, copyrights, moral rights, trademarks and all other intellectual property rights) in any jurisdiction in the world, and all benefits, privileges, causes of action and remedies relating thereto.

Ownership of Creations. You hereby irrevocably assign and agree to assign to Sexual Health Innovations, without further consideration, all right, title and interest worldwide in and to the Creations, free and clear of all liens and encumbrances. You further irrevocably waive any moral rights or other rights with respect to attribution of authorship or integrity of the Creations. You agree to assist and cooperate with Sexual Health Innovations in protecting the Creations throughout the world.

License. To the extent that any Creations are not assignable or that you retain any right, title or interest in and to any of the Creations, you (i) unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Sexual Health Innovations with respect to such rights; and (ii) grant to Sexual Health Innovations a perpetual, irrevocable, exclusive, fully paid-up, royalty-free, transferable, sublicensable (through multiple tiers), worldwide right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works

of and otherwise modify, make, sell, offer to sell, import, use and exploit (and have others exercise such rights on behalf of Sexual Health Innovations) all or any portion of the Creations, in any form or media (now known or later developed).

License for Other Information and Materials. You agree not to incorporate into any Sexual Health Innovations property any information or materials owned by you or any third party, or in which you or any third party has an interest, without obtaining Sexual Health Innovations' prior written consent. If, after receiving such consent, you hereby incorporate such information or materials into any Sexual Health Innovations property, to the extent you own or have any rights or interest in such information and materials, you grant to Sexual Health Innovations a perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free, transferable, sublicensable (through multiple tiers), worldwide right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import, use and exploit (and have others exercise such rights on behalf of Sexual Health Innovations) all or any portion of such information and materials, in any form or media (now known or later developed).

3. Confidential and Proprietary Information.

Definition. “**Confidential and Proprietary Information**” means any and all information and materials pertaining in any manner to Sexual Health Innovations or its officers, directors, employees, volunteers, or users in any form, tangible or intangible, whether disclosed to or learned or developed by you, including, without limitation: (i) information about Sexual Health Innovations' expenditures, organizational strategies, and users (ii) Sexual Health Innovations' plans for programming, promotion, future development and new product concepts and functionality; (iii) Sexual Health Innovations' “unsubscribe” email list, volunteer lists, and employee lists; (iv) Sexual Health Innovations' employee and volunteer personnel files; (v) any Creations, (vi) any software or other technology used by Sexual Health Innovations in connection with any of its programs (including, without limitation, Sexual Health Innovations' software platform known as of the date of this Agreement as “So They Can Know”); and (vii) any information of the type described in subsections (i)-(vi) above that Sexual Health Innovations has a legal obligation to treat as confidential, or which Sexual Health Innovations treats as proprietary or designates as confidential, whether or not owned or developed by Sexual Health Innovations.

Restrictions. You acknowledge that, in the course of your work as a Sexual Health Innovations volunteer, you may have had, and may in the future have, access to Confidential and Proprietary Information. You acknowledge that Sexual Health Innovations has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to Sexual Health Innovations' mission. Accordingly, you agree that you have and will continue to: (i) hold in strict confidence and in trust for the sole benefit of Sexual Health Innovations all Confidential and Proprietary Information and (ii) not disclose any Confidential and Proprietary Information, directly or indirectly, to anyone outside of Sexual Health Innovations, or use, copy, publish, summarize, or remove such information from Sexual Health Innovations' premises (or from any other property of Sexual Health Innovations); except: (a) during the term of your relationship with Sexual Health Innovations, solely to the extent necessary to carry out your responsibilities within the scope of your engagement, or (b) after the term of your relationship with Sexual Health Innovations, solely to the extent expressly authorized in writing by a duly authorized officer of Sexual Health Innovations. Further, you agree that you will maintain at your work area(s) only the Confidential and Proprietary Information that you have a current “need to know,” and that you either will return to the appropriate person or location or otherwise properly

dispose of such Confidential and Proprietary Information (in each case, as directed by Sexual Health Innovations), once your need to know no longer exists. All Confidential and Proprietary Information must be handled in compliance with applicable Sexual Health Innovations' policy(ies), including, without limitation, the Technology Policy made available to you by the Chief Technology Officer.

Exclusions. The restrictions set forth in Section 3(b) above shall not apply to Confidential and Proprietary Information solely to the extent that such information: (i) is or becomes generally publicly known through lawful means; (ii) was rightfully in your possession or part of your general knowledge prior to your employment by Sexual Health Innovations; or (iii) is disclosed to you without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from Sexual Health Innovations.

4. Third Party Information. You acknowledge that Sexual Health Innovations has received, and in the future may receive, confidential, or proprietary information of, from or pertaining to third parties (including, without limitation, personally identifiable information of Sexual Health Innovations' employees, volunteers, or website users) (collectively, "**Third Party Information**") subject to a duty on Sexual Health Innovations' part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree that you will have and will continue to: (i) hold all Third Party Information in the strictest confidence, (ii) not disclose Third Party Information to any third party, and (iii) not use Third Party Information for the benefit of anyone other than Sexual Health Innovations or the third party to which the information pertains; except, in each case, (a) solely to the extent necessary to carry out your responsibilities within the scope of your relationship with Sexual Health Innovations during the term of the relationship, (b) in a manner consistent with Sexual Health Innovations' agreement with the third party and (c) in accordance with Sexual Health Innovations' policy(ies) governing such disclosure and/or use (including, without limitation, Sexual Health Innovations' current privacy policy(ies)). All Third Party Information must be handled in compliance with applicable Sexual Health Innovations' policy(ies), including, without limitation, the Technology Policy made available to you by the Chief Technology Officer.

5. Termination. You acknowledge and agree that all property, including, without limitation, all source code listings, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents or materials or copies thereof, all equipment furnished to or prepared by you in the course of or incident to your relationship with Sexual Health Innovations, and all Confidential and Proprietary Information and Third Party Information, will be promptly returned to Sexual Health Innovations upon termination of your relationship with Sexual Health Innovations. Following such termination, you will not retain any written or other tangible material containing any Confidential and Proprietary Information. You understand that your obligations contained in this Agreement will survive the termination of your relationship with Sexual Health Innovations.

6. Former or Conflicting Agreements. You hereby acknowledge and agree that, during your relationship with Sexual Health Innovations, you have not and will not disclose to Sexual Health Innovations, or use, or induce Sexual Health Innovations to use, any proprietary information or trade secrets of others. You represent and warrant that you have returned all proprietary and confidential information belonging to all employers, individuals and entities who have provided property and confidential information to you, if any, as required by such employers, individuals and entities. You have no other agreements or relationships with or commitments to any other person or entity that conflict with

your obligations to Sexual Health Innovations under this Agreement, and you represent that your relationship with Sexual Health Innovations has not and will not require you to violate any obligation to or confidence with another. In addition, you agree that you will not enter into, any oral or written agreement in conflict with this Agreement.

7. Conflicts of Interest. You hereby acknowledge and agree that during your relationship with Sexual Health Innovations you will not act contrary to the interests of Sexual Health Innovations in any manner.

8. Remedies. You recognize that nothing in this Agreement is intended to limit any remedy of Sexual Health Innovations under federal or state law. In addition, you acknowledge that it will be impossible to measure in money the damage to Sexual Health Innovations of any failure by you to comply with this Agreement, that the restrictions and obligations under this Agreement are material, and that in the event of any failure, Sexual Health Innovations will not have an adequate remedy at law or damages. Therefore, you agree that if you breach, or threaten to breach, any provision of this Agreement, Sexual Health Innovations shall be entitled to the issuance of an injunction or order or the issuance of other equitable remedies to compel performance of the terms of this Agreement without the necessity of showing or proving it has sustained any actual damage.

9. Miscellaneous Provisions.

Assignment. You may not assign to any third party any of your rights or obligations under this Agreement. Sexual Health Innovations may assign to any third party any of its rights under this Agreement. This Agreement shall be binding upon you and your heirs, executors, administrators, and successors, and shall inure to the benefit of Sexual Health Innovations' successors and assigns.

Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of **California** without regard to its principles of conflicts of law. You hereby agree to exclusive jurisdiction of the federal and state courts located in **California** and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

Entire Agreement; Amendments; Waivers. The terms of this Agreement are the final expression of your and Sexual Health Innovations' agreement with respect to the subject matter of the Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement will constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by you and by a duly authorized representative of Sexual Health Innovations. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity.

If this letter accurately reflects our agreement, please sign below and return a signed copy of this letter to us.

Sincerely,

Kelsey Gilmore-Innis

Chief Technical Officer

ACKNOWLEDGED AND AGREED:

By: _____

Name: _____

Date: _____