

Appendix C

WORK FOR HIRE AND ASSIGNMENT AGREEMENT

Whereas Insignia Health, LLC ("Assignee") retained the services of the Rafsanjan University of Medical Sciences ("Assignor") to translate the IT item PAM into Persian for Licensee's Participant messaging (collectively, the "Work");

Whereas Assignor desires Assignee to possess all rights that Assignor may have in the Work; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which the parties hereby recognize, the parties agree as follows:

1. RIGHTS IN THE WORK.

A. The Work, whether completed or not, constitutes and will constitute a work specially ordered or commissioned by Assignee, and accordingly Assignee and Assignor expressly acknowledge and agree that the work is and shall be considered a "work made for hire" for Assignee, and that Assignee is and shall be considered the author of the Work for all purposes and the owner of all rights in and to such material, including copyrights, trademarks, trade secret, and other rights thereto.

B. If the Work is not considered a work made for hire for Assignee or if Assignor otherwise possesses any rights in the Work, Assignor hereby assigns, and agrees to assign in the future, all right, title, and interest, including copyright, trademark, and trade secret, in and to the Work to Assignee. Assignor will, upon request, execute, acknowledge, and deliver to Assignee such additional documents as Assignee may deem necessary to evidence and effectuate Assignee's rights under this Agreement, and grants to Assignee the right, as attorney-in-fact, to execute, acknowledge, deliver and record in the U.S. Copyright office, or elsewhere, any and all such documents. Assignor covenants and agrees not to make any claim or bring any action that will or might interfere with or derogate from Assignee's said rights. Assignor waives any "moral rights" or "droit moral" throughout the world.

C. This Section 1 shall survive any termination or expiration of this Agreement.

2. **FURTHER ASSURANCES.** Assignor agrees that upon request of Assignee, at any time and from time to time, Assignor will execute, acknowledge, and deliver to Assignee such additional documents as Assignee may deem necessary to evidence and effectuate Assignee's rights under this Agreement, and grants to Assignee the right, as attorney-in-fact, to execute, acknowledge, deliver, and record in the U.S. Copyright office, U.S. Patent & Trademark Office, and elsewhere, any and all such documents.

3. **CONTRACTOR STATUS, TAXES.** Assignor is an independent contractor and acknowledges sole responsibility for any and all taxes incurred in connection with its provision of the services contemplated under this Agreement, including unemployment, social security, withholding, and other taxes and levies of any kind. The parties are not agents or joint venturers, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

4. **MISCELLANEOUS.** Except as herein provided, this Agreement cancels and supersedes all prior negotiations and understandings relating to ownership of and/or rights in the Work, and contains all of the terms, covenants, conditions, representations, and warranties of the parties. This Agreement shall be governed by the laws of Oregon and/or the United States, as applicable. The courts in Oregon, in the county of Multnomah, shall have exclusive jurisdiction to determine any dispute arising out of or related to this Agreement. Assignor waives any defense based on lack of jurisdiction or forum non conveniens. This Agreement may not be modified except by a written instrument signed by Assignor and Assignee. No waiver by Assignor or Assignee of any failure by the other to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding

Email:

Any notice shall be deemed to have been given on the earlier of: (i) actual delivery or refusal to accept delivery, (ii) the date of mailing by certified mail, or (iii) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

7.5 **Severability.** If any one or more provisions of this Agreement shall be adjudicated to be illegal, invalid, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties hereby agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.

7.6 **Headings, Drafting, and Counterparts.** This Agreement may be executed in counterparts, each of which may be an original but all of which, taken together, shall constitute one and the same instrument. Headings included herein are for convenience only and shall not be used to construe this Agreement. The parties agree that they have participated equally in the formation of this Agreement and that the language herein should not be presumptively construed against either of them.

7.7 **Late Payments.** Payments not received by the due date shall bear simple interest at eight (8) percent per annum or, if different, the maximum rate allowed by law, whichever is higher.

7.8 **Payables Vendors.** If, at the Effective Date of this Agreement, or during the Term of this Agreement, Licensee has engaged or commences to engage the services of a payables vendor such as Ariba, American Express, WAWF, or other similar vendor, Insignia will charge a ten (10) percent administrative fee above and beyond the License Fees set forth in Appendix B to defray costs to Insignia resulting from Licensee's use of such vendor.

7.9 **Records and Audits.** Licensee shall create and maintain records relating to this Agreement in accordance with generally accepted practices. Licensee shall grant Insignia, upon no less than ten (10) business days' advance written notice and at Insignia's cost, reasonable access during normal business hours to examine and take copies of the records relating to this Agreement and to verify Licensee's compliance with the terms and conditions of this Agreement. This Section 1.9 shall survive termination or expiration of this Agreement for one year.

7.10 **No Third Party Beneficiaries.** Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons.

7.11 **Entire Authority.** Each party represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of such party in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon each party in accordance with its terms.

The signatures below acknowledge agreement to the foregoing:

Insignia Health, LLC

SIGN:

PRINT: Craig B. Swanson

TITLE: President, Coo

Licensee

SIGN:

PRINT: Gholamreza Bazmandegan

TITLE: Successor of clinical research development unit

