



## ENTREPRENEURS' ORGANIZATION VOLUNTEER MEMBER-LEADER INTELLECTUAL PROPERTY AGREEMENT

This Entrepreneurs' Organization ("EO") Member-Leader Intellectual Property Agreement ("IP Agreement") document must be signed by directors serving on EO's Board of Directors, EO Committee Members, Portfolio Members, Advisory Council Members, Task Force Team Members, Regional Council Members, and any and all other EO Member-Leaders as designated by EO (each a "Member-Leader", and collectively, "Member-Leaders").

**1. Term.** This IP Agreement, as outlined above, applies to each Member-Leader from the execution date by such Member-Leader of this Agreement through two (2) years after the date of termination of Member-Leader's tenure in a leadership role with EO, or, as a member of EO, as applicable (the "Restricted Period").

### **2. EO Intellectual Property.**

#### A. Definition of EO Intellectual Property.

I. "EO Intellectual Property" is defined as intellectual property, developments, original works of authorship, inventions, concepts, know-how, improvements, trademarks, copyrights, patents, trade secrets, trade dress, and other similar proprietary rights ("Intellectual Property"), whether or not patentable or registrable under any intellectual property right, copyright, or similar laws that:

a. EO has developed for use, and owns all rights and associated goodwill in connection with, at least "Entrepreneurs' Organization," "EO," and other similar trademarks and trade names, service marks, trade dress, logos, designs, and symbols (collectively, "EO Trademarks"), as well as other content, graphics, text, patents, and other unregistered intellectual property, all of which extend to all amendments, modifications, or future versions thereof; or

b. Member-Leader may have exclusively or jointly conceived, developed or reduced to practice, or caused to be conceived, developed or reduced to practice, during the Restricted Period, provided that such intellectual property: (i) at the time of conception, development or reduction to practice is created by Member-Leader specifically for the business of the EO, or an actual or demonstrably intended business of the EO; (ii) is the product of or relates to any work performed or commissioned by or for the EO; (iii) is developed through the use of equipment, supplies, or facilities of EO, or with advice from the personnel or other Member-Leaders of EO; or (iv) is paid for by EO and falls within the scope of "works for hire" to the fullest extent permitted by applicable law ("Member-Leader-Developed Intellectual Property").

II. "Pre-Existing Member-Leader Materials" means any Intellectual Property, whether or not registrable, that (a) were conceived, authored, developed, or reduced to practice by Member-Leader (or Member-Leader's company) before the Effective Date of this Agreement, or (b) were created independently of Member-Leader's EO leadership duties and outside the scope of any EO program, project, or committee.

a. Ownership Retained. Member-Leader retains all right, title, and interest in and to Pre-Existing Member-Leader Materials, subject only to the license granted in Section 2.C, below.

b. Notice & Approval. Member-Leader shall not incorporate any Pre-Existing Member-Leader Materials into EO work product without:

- i. providing EO with written notice that reasonably identifies such materials before use; and
- ii. receiving EO's written approval.

c. Marking Requirement. If EO approves the use of Pre-Existing Member-Leader Materials in the development of Member-Leader Developed Intellectual Property, Member-Leader shall mark each page or prominent location of the Pre-Existing Member-Leader Materials with the appropriate intellectual property attribution notification, such as © for copyrighted material or ®/™ for trademarked material, or "U.S. Patent No." for patented material. Failure to comply with this marking requirement will, at EO's option, cause the unmarked material to be treated as EO Intellectual Property.

B. Assignment of Member-Leader Developed Intellectual Property.

I. Member-Leader hereby assigns to EO, without additional compensation and without any obligation of attribution, the entire worldwide right, title, and interest in and to all Member-Leader Developed Intellectual Property, including, without limitation, all copyrights, patent rights, trade-secret rights, trademarks, trade dress, and all other proprietary rights in any jurisdiction, together with all claims for past, present, and future infringement.

II. If, for any reason, the foregoing assignment is ineffective as to any item of Member-Leader Developed Intellectual Property, Member-Leader grants EO an exclusive, perpetual, irrevocable, royalty-free, worldwide, transferable license (with the right to sublicense) to make, have made, reproduce, adapt, distribute, perform, display, and create derivative works of that Member-Leader Developed Intellectual Property.

III. Member-Leader waives, to the fullest extent permissible under applicable law, any and all moral rights or similar non-assignable rights Member-Leader may have in the Member-Leader Developed Intellectual Property.

IV. Further Assurances. Member-Leader shall, at EO's expense, execute such documents and take such actions as EO may reasonably request to record, perfect, or enforce EO's rights in the Member-Leader Developed Intellectual Property, including the filing of copyright, patent, trademark, or other applications and registrations, both during and after the Restricted Period. EO will reimburse Member-Leader for reasonable out-of-pocket expenses incurred in providing such assistance.

V. Power of Attorney. Member-Leader hereby irrevocably designates and appoints EO and its authorized officers as Member-Leader's agent and attorney-in-fact, coupled with an interest, to execute and file any document EO deems necessary to secure, maintain, or enforce EO's rights in the Member-Leader Developed Intellectual Property if Member-

Leader is unavailable or otherwise fails to do so.

C. License of Pre-Existing Member-Leader Materials.

I. To the extent any Pre-Existing Member-Leader Materials are approved by EO for use in EO programs under Section 2.A.II, above, Member-Leader hereby grants EO a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, transferable license, with the right to sublicense, to make, have made, reproduce, adapt, distribute, perform, display, and create derivative works of such Pre-Existing Member-Leader Materials solely as incorporated in, or in connection with, EO's programs, services, or other organizational activities.

II. Nothing in this Section 2.C transfers ownership of the Pre-Existing Member-Leader Materials. It provides EO the foregoing license so long as the materials remain part of EO content or deliverables.

III. EO has no obligation to provide attribution or compensation in connection with any use licensed under this Section 2.C.

D. Recordkeeping. Member-Leader agrees to retain and maintain adequate and current written records of Member-Leader Developed Intellectual Property during the Restricted Period. Records may be in the form of notes, sketches, drawings, flowcharts, electronic data or records, or any other format. Member-Leader shall ensure that such records are available to and remain the exclusive property of EO at all times.

E. Use of EO Trademarks.

I. Ownership and Limited License. All EO Trademarks are and shall remain the exclusive property of EO. Subject to this Agreement, EO grants Member-Leader a non-exclusive, revocable, non-transferable, royalty-free license to display EO Trademarks solely in the course of performing approved EO duties and strictly in accordance with EO's then-current brand guidelines and any written instructions EO provides. Except for the limited license described above, nothing in this Agreement, whether by license, implication, estoppel, or otherwise, grants Member-Leader any right, title, or interest in any EO Trademarks. All rights not expressly granted are reserved by EO.

II. Prohibited Uses. Without EO's prior written consent, Member-Leader shall not:

a. use, or register or seek to register with any global intellectual property office, any EO Trademark, or confusingly similar mark, or to use, register, or seek to register the same as part of an internet domain name, e-mail address, social-media handle, or company or other entity name;

b. alter, abbreviate, combine with other words or symbols, or otherwise modify any EO Trademark; or

c. display EO Trademarks in a manner that could imply EO's endorsement or licensing of Member-Leader's personal or commercial activities, or that otherwise implies a business relationship or connection with EO beyond the scope of what has been established in the agreements between the Member-Leader and EO, or that otherwise

fails to comply with EO's brand guidelines.

III. Goodwill and Quality Control. All goodwill arising from Member-Leader's permitted use of EO Trademarks shall inure exclusively to EO. Upon EO's request, Member-Leader shall promptly provide specimens of use or cease any use EO deems non-compliant.

IV. Breach or Violation of EO Trademark Rights. Any unauthorized and/or other improper use of EO Trademarks constitutes a material breach of this Agreement and will trigger the remedies set out in Section 4 (Remedies), below.

**3. Governing Law and Jurisdiction**. This Agreement, and any claim, dispute, or cause of action arising out of or relating to it or its subject matter, are governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice-of-law rules. Each party irrevocably submits to the exclusive jurisdiction and venue of:

- A. the United States District Court for the Eastern District of Virginia (Alexandria Division); or
- B. if that court lacks subject-matter jurisdiction, the Circuit Court for the City of Alexandria, Virginia.

Each party waives any objection based on inconvenient forum or lack of personal jurisdiction and agrees that service of process may be effected by any method permitted by applicable law.

**4. Remedies**.

A. Equitable Relief. Member-Leader acknowledges that monetary damages alone would be an inadequate remedy for any breach of this Agreement. Accordingly, EO shall be entitled, without posting bond, to seek an injunction, decree of specific performance, or any other appropriate equitable relief to prevent or cure such breach, in addition to any other remedies available at law or in equity.

B. Trademark Misuse and Other Material Breaches. Without limiting subsection 4.A., above, any unauthorized and/or any other improper use of EO Trademarks, other EO Intellectual Property, and/or any other material breach of this Agreement: (i) entitles EO to the equitable remedies described above; and (ii) permits EO, in its sole discretion, to suspend or immediately terminate Member-Leader's EO membership and/or leadership role.

C. Reservation of Rights. The remedies provided in this Section 4 are cumulative and do not exclude any other rights or remedies EO may have at law, in equity, or under any EO policy.

**5. No Right of Attribution or Compensation**. Member-Leader acknowledges and agrees that nothing in this Agreement, and no assignment or license of Member-Leader-Developed Intellectual Property, grants any right to attribution or compensation of any kind (including credit, naming, royalties, honoraria, fees, revenue-share, or other payments), now or hereafter. Any acknowledgment by EO is purely discretionary, may be withdrawn or varied at any time, and does not create or evidence any obligation or right. No course of dealing, custom, or industry practice, nor any EO recognition in program materials, creates any right to attribution or compensation unless expressly set out in a separate written agreement signed by an authorized signatory of EO.

**6. Further Acknowledgements, Severability, and Enforceability.**

- A. Reasonableness. Member-Leader acknowledges and agrees that the restrictions, rights, and obligations set forth in this Agreement are fair, reasonable, and necessary to protect EO's intellectual property, confidential information, and goodwill.
- B. Severability. If any provision of this IP Agreement, or its application to any person, place, or circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this IP Agreement shall remain in full force and effect, and that provision shall be enforced to the maximum extent permitted by law.
- C. Judicial Modification. If a court determines that any provision of this IP Agreement is unenforceable because its geographic, temporal, or functional scope is broader than permitted by applicable law, the court shall reform the provision by narrowing its scope or duration, and to the minimum extent necessary to render it enforceable, and the provision so reformed will be enforced. The invalidity or unenforceability of a provision in one jurisdiction will not affect its validity or enforceability in any other jurisdiction.

**7. Entire Agreement.** This IP Agreement, and the "EO Volunteer Member-Leader Confidentiality and Non-disclosure Agreement", which shall be executed concurrently with this Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and, as of and subsequent to the date of signature, supersedes all other agreements, oral or written, express or implied, between the parties with respect to the subject matter hereof. This IP Agreement shall be effective as of the date of its execution. For the avoidance of doubt, any prior agreements previously in effect shall still be in effect for all time periods prior to the date of execution of this IP Agreement and the "EO Volunteer Member-Leader Confidentiality and Non-disclosure Agreement".

**8. No Waiver of Rights.** No failure or delay by either party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude any further or different exercise thereof or any other right or power. No waiver by either party or parties of a breach of any provision of this Agreement shall operate or be construed as a waiver of any subsequent or other breach thereof.

**9. Amendments and Waivers.** Any amendment to this IP Agreement must be made in writing and signed by authorized representatives of both EO and Member-Leader.

**10. Successors and Assigns.** The terms and conditions of this IP Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns; provided, however, that neither this IP Agreement nor any rights or obligations hereunder may be assigned by Member-Leader without the prior written consent of EO.

**11. No Third-Party Beneficiaries.** This IP Agreement is not intended to be for the benefit of, and may not be enforced by, any person or entity other than a party hereto.

**12. Cumulative Remedies.** Except as expressly provided herein, no remedy made available to a party by any provision of this IP Agreement is intended to be exclusive of any other remedy, and each such remedy may be cumulative and shall be granted in addition to any other remedy provided hereunder, now, or hereafter, existing at law or in equity, by statute or otherwise.



**13. E-signature.** The parties agree that execution of this IP Agreement by exchanging facsimile, PDF, or e-Signature signatures shall have the same legal force and effect as the exchange of original signatures.

**14. Headings.** The paragraph and section headings in this IP Agreement are for convenience of reference only, and no words contained herein shall be used to explain, modify, supplement, or assist in the interpretation, construction or meaning of any provision of this IP Agreement.

Entrepreneurs' Organization and Member-Leader hereby acknowledge and agree to the terms and obligations of this IP Agreement as of the date of Member-Leader's execution of this Agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_, as Member-Leader

Date: \_\_\_\_\_