

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALEXIS BISHOP	06/22/2017
ZACHARY CRONIN HURLEY	06/22/2017
MICHAEL GELDART	07/01/2019
RECEIVING PARTY DATA	
Name:	GRD INNOVATIONS, LLC
Street Address:	2007 HONTOON ROAD
City:	DELAND
State/Country:	FLORIDA
Postal Code:	32720
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15866618
CORRESPONDENCE DATA	
Fax Number:	(720)904-7660
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3035726500
Email:	burbankc@gtlaw.com
Correspondent Name:	GREENBERG TRAURIG, LLP
Address Line 1:	1200 17TH STREET, SUITE 2400
Address Line 2:	THE TABOR CENTER
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	184847.010200
NAME OF SUBMITTER:	CHRISTY L. BURBANK
SIGNATURE:	/CHRISTY L. BURBANK/
DATE SIGNED:	07/03/2019
Total Attachments: 25	
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**ASSIGNMENT
& APPOINTMENT OF COMMON REPRESENTATIVE**

WHEREAS, I, **Michael Geldart** of 348 Perfect Drive, Daytona Beach, FL 32124; have invented a certain new and useful invention entitled "**VARIABLE RADIUS SPRING ASSEMBLY**" for which a patent application has been prepared and filed on **January 10, 2018**, receiving Serial No. **15/866,618**, and further identified as Attorney File No. 184847.010200.

NOW THEREFORE, be it known that we, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, **GRD Innovations, LLC**, having a place of business at **2007 Hontoon Road, Deland, FL 32720**, its successors, legal representatives and assigns, the aforesaid application and all rights to claim priority directly or indirectly to the aforesaid application and all provisional, continuation, divisional, continuation-in-part and reissue applications, all patent applications that claim priority directly or indirectly to the aforesaid application, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the invention(s), and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention(s) in the United States or any other country; we also assign any right, title or interest in and to the invention(s) that has not already been transferred to the assignee; we warrant that no assignment of the invention(s), application or patent therefor has been made to a party other than **GRD Innovations, LLC**; we warrant that there is no obligation to make any assignment of the invention(s), application, or any patent therefor to any party other than **GRD Innovations, LLC**; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention(s), but at the expense of said assignee.

The Commissioner For Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment to **GRD Innovations, LLC**, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

Furthermore, we hereby irrevocably appoint **GRD Innovations, LLC**, its successors, legal representatives and assigns, as common representative for any and all international patent applications filed pursuant to the Patent Cooperation Treaty, and all national phase applications derived therefrom, concerning the invention(s) or claiming priority from the aforesaid application.

IN WITNESS WHEREOF, the party hereto has executed this Assignment & Appointment of Common Representative as of the date indicated hereunder.

Date: 7/1/19

By: 
Michael Geldart

Independent Contractor Agreement

This Independent Contractor Agreement ("**Agreement**") is entered into, as of the 22 day of June, 2017 (the "**Effective Date**"), by and between GRD BIOMECHANICS, LLC, a Florida limited liability company (the "**GRD**") and ALEXIS BISHOP, individually (the "**Contractor**") (GRD and the Contractor are collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, GRD is engaged in the highly competitive business of medical product, research, design, development, production and sales and such other lines of business GRD engages in, enters, or prepares to enter during Contractor's engagement with GRD (collectively the "**Business**"), which can be done and sold anywhere in the United States ("**Territory**"); and

WHEREAS, GRD licenses certain intellectual property rights from GRD Innovations, LLC, which is not owned or controlled by GRD, and GRD under such license may improve such intellectual property rights but the ownership of any improvements or amendments will be owned by GRD Innovations, LLC, and not GRD; and

WHEREAS, GRD and Contractor both desire to enter into this Agreement for Contractor to provide the services and agreements contemplated herein in consideration for the consideration provided herein, and to set forth herein certain mutual understandings and agreements under this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the adequacy and receipt of which is acknowledged by the parties' signatures below, the parties hereto agree as follows:

1. Term. This Agreement is effective as of the Effective Date and shall continue in force until terminated in accordance with Paragraph 5 below (the "**Term**"). Contractor acknowledges and agrees that the Effective Date of the Term is simultaneous with the initial services ever provided by Contractor for GRD and that the terms of this Agreement are retroactively enforceable back to such date.

2. Independent Contractor. The parties acknowledge and agree that Contractor is NOT an employee of GRD and that their relationship is an independent contractor relationship and that nothing herein shall be construed as an agreement of employment or an engagement agreement for a specified period of time. Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow GRD to exercise control or direction over the manner or method by which Contractor performs the services which are the subject matter of this Agreement. Contractor understands and agrees that:

(a) GRD will not have control over when, where and how Contractor provides the Services;

(b) GRD will not withhold from compensation on behalf of Contractor pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding;

(c) GRD will not provide any benefits such as workers' compensation insurance, health insurance, petty cash funds, automobile allowances, vacation or sick leave;

(d) All such payments, benefits, withholdings and taxes are the sole responsibility of Contractor; and

(e) Contractor will indemnify and hold GRD harmless from any and all loss or liability arising with respect to GRD's portion, if any, of any withholdings or employment taxes if GRD has to pay such amounts. The parties hereto agree that both Contractor and GRD shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status under this Agreement irrespective of whom or by whom such discussions or negotiations are initiated.

3. Consideration.

(a) As the sole consideration from GRD or any principal of GRD to Contractor for providing the Services (defined below), GRD has simultaneously executed and delivered to Contractor that certain Restricted Unit Issuance Agreement providing for the issuance of up to 50,000 restricted units in GRD to the Contractor. Breach of the Restricted Unit Agreement by GRD or any of its affiliates will not affect, in any manner, GRD's rights and protections under this Agreement.

(b) GRD has no obligation to provide reimbursement of any costs incurred by Contractor, whether in connection with providing the Services or otherwise, unless agreed-upon in writing by the manager of GRD.

4. Services Performed by Contractor.

(a) Contractor shall provide the services, functions and responsibilities, listed on Exhibit A, as they may evolve and as they may be supplemented, enhanced, modified or replaced by GRD, from time to time (the "Services"), all in accordance with the terms of this Agreement and applicable laws. Contractor will provide such additional services, within the definition of Services, as may be directed by the Manager(s) of GRD.

(b) To the extent that the Services can be reasonably performed other than at GRD's office, the Contractor may provide the Services at such location as is reasonably determined by Contractor, as long as such location and manner of providing the Services is safe and secure.

(c) Except to the extent agreed-upon in writing by GRD's manager, Contractor agrees to provide computer, cell phone, equipment, facilities, materials and/or intellectual property, reasonably necessary to provide the Services, without additional consideration except for the reimbursement contemplated below. Notwithstanding the foregoing and for the convenience of GRD, GRD will also provide Contractor with non-dedicated office space and non-dedicated computer at GRD's headquarters for Contractor

to provide the Services when Contractor determines that providing the Services at GRD's headquarters is preferable, easier or better.

5. Termination.

(a) Without Cause. Either party may terminate this Agreement immediately, without cause and for any reason whatsoever, by giving at least thirty (30) days prior written notice of termination to the other party.

(b) With Cause by GRD. GRD may terminate this Agreement immediately, without prior written notice, upon the happening of any one of the following events:

(i) Dishonesty of Contractor detrimental to the best interests of GRD or GRD's clients;

(ii) Contractor's participation in any fraud or the conviction of any felony;

(iii) Contractor's unfitness or failure to perform his duties and responsibilities hereunder as determined by GRD in its reasonable discretion, after notice to the Contractor and fifteen (15) days to cure such unfitness;

(iv) Contractor's inability to perform his duties and responsibilities hereunder, by reason of death or otherwise, which prevents Contractor from engaging in his obligations under this Agreement; or

(v) Contractor's breach of any material covenant made by Contractor herein.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to Contractor or at such later time as may be specified in the written notice, provided, however, that if termination is due to the death of Contractor no written notice shall be required.

(c) With Cause by Contractor. If Contractor terminates this Agreement, upon GRD's breach of a material term or condition of this Agreement, after giving GRD prior written notice and at least five (5) days to cure the breach or to commence taking reasonable action to cure such breach if cure within 5 days is not reasonably possible, and upon termination GRD shall provide the Severance Payment to Contractor.

6. Work Made for Hire.

(a) Acknowledgement; Assignment. The Contractor acknowledges that, by reason of being engaged by GRD at the relevant times **(including without limitation times prior to the date of this Agreement)** all of the Work Product (defined below) consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by GRD. To the extent that the foregoing does not apply, the Contractor hereby irrevocably assigns to GRD, for no additional consideration, the Contractor's entire right, title, and interest in and to all Work Product and Intellectual Property

Rights (defined below) therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit GRD's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that GRD would have had in the absence of this Agreement.

(b) Further Assurances; Power of Attorney. During and after his engagement, the Contractor agrees to reasonably cooperate with GRD to (i) apply for, obtain, perfect, and transfer to GRD the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to GRD any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by GRD. The Contractor hereby irrevocably grants GRD power of attorney to execute and deliver any such documents on the Contractor's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to GRD and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Contractor does not promptly cooperate with GRD's request (without limiting the rights GRD shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Contractor's subsequent incapacity.

(c) Moral Rights. To the extent any copyrights are assigned under this Agreement, the Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Contractor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

(d) No License. The Contractor understands that this Agreement does not, and shall not be construed to, grant the Contractor any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to him by GRD.

7. Proprietary Rights.

(a) Work Product. The Contractor acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Contractor individually or jointly with others during the period of his engagement by GRD and relating in any way to the business or contemplated business, research, or development of GRD (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of GRD.

(b) Definition. For purposes of this Agreement, Work Product includes, but is not limited to, GRD information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

8. Confidentiality.

(a) Confidential Information. The Contractor understands and acknowledges that during the course of engagement by GRD, he will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to GRD and its businesses ("**Confidential Information**"). The Contractor further understands and acknowledges that this Confidential Information and GRD's ability to reserve it for the exclusive knowledge and use of GRD is of great competitive importance and commercial value to GRD, and that improper use or disclosure of the Confidential Information by the Contractor will cause irreparable harm to GRD, for which remedies at law will not be adequate.

(b) Definition.

(i) For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee or contractor lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, buyer lists, and other work product regarding any products developed by GRD or GRD or its businesses or any existing or prospective customer, supplier, investor, or other associated third party, or of any other person or entity that has entrusted information to GRD in confidence.

(ii) The Contractor understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise

identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(iii) The Contractor understands and agrees that Confidential Information developed by him in the course of his engagement by GRD shall be subject to the terms and conditions of this Agreement as if GRD furnished the same Confidential Information to the Contractor in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Contractor or person(s) acting on the Contractor's behalf.

(c) Disclosure and Use Restrictions. The Contractor agrees and covenants:

(i) to treat all Confidential Information as strictly confidential;

(ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other contractors or employees of GRD) not having a need to know and authority to know and to use the Confidential Information in connection with the business of GRD and, in any event, not to anyone outside of the direct employ of GRD except as required in the performance of any of the Contractor's authorized contractor duties to GRD; and

(iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of GRD, except as required in the performance any of the Contractor's authorized contractor duties to GRD or with the prior consent of an authorized officer acting on behalf of GRD in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). The Contractor understands and acknowledges that the Contractor's obligations under this Agreement regarding any particular Confidential Information begin upon the commencement of the engagement (which was on or about June 27, 2017) and shall continue during and after the Contractor's engagement by GRD until the Confidential Information has become public knowledge other than as a result of the Contractor's breach of this Agreement or a breach by those acting in concert with the Contractor or on the Contractor's behalf.

(iv) Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor shall promptly provide written notice of any such order to an authorized officer of GRD.

9. Restriction on Competition and Solicitation.

(a) Restriction on Competing. Contractor hereby acknowledges, agrees, and covenants that, during the engagement and for a period of eighteen (18) months after the later of (i) termination of this Agreement by either party hereto for any reason at any time

or (ii) sale of Contractor's vested Restricted Units if any ("Restricted Period"), Contractor shall not, whether directly or indirectly, throughout the Territory, be employed by, be engaged in, or prepare to be employed by or engaged in any business that is engaging in or preparing to engage in, whether directly or indirectly, any aspect of the affairs of GRD or the Business throughout any and all parts of the Territory. The prohibitions contained in this Paragraph shall extend to: (i) activities undertaken by Contractor directly on the behalf of Contractor; and (ii) activities undertaken by Contractor indirectly through any business, entity, firm, or person other than GRD that undertakes such activities with the assistance of Contractor and in which Contractor participates in some other capacity, including, but not limited to, as an agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative.

(b) Non-Solicitation Covenant. Contractor hereby acknowledges, agrees, and covenants that, during the Restricted Period, Contractor shall not, whether directly or indirectly, throughout the Territory: (i) approach, contact, induce, or solicit or accept business from any business, entity, firm, or person that is an investor, sponsor, customer, supplier, partner, or vendor of GRD or about whom Contractor obtained knowledge by reason of this engagement or who otherwise works with GRD or supplies materials or any other items whatsoever related to the affairs of GRD or the Business, in an attempt to: (A) enter into any business relationship with such business, entity, firm, or person if the business relationship is competitive with any aspect of the affairs of GRD or the Business; or (B) eliminate, deteriorate, reduce, or in any other way negatively affect the business such business, entity, firm, or person conducts with GRD or the business relationship such business, entity, firm, or person has with GRD; and (ii) approach, contact, induce, or solicit or offer employment to any agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative of GRD in an attempt to cause, encourage, persuade, provoke, or stimulate such representative to: (A) enter into any business relationship with a business, entity, firm, or person if the business relationship is competitive with any aspect of the affairs of GRD or the Business; or (B) eliminate, deteriorate, reduce, or in any other way negatively affect any business relationship a business, entity, firm, or person has with GRD; or (C) terminate employment of such representative with GRD.

(c) The prohibitions contained in this Paragraph shall extend to: (i) activities undertaken by Contractor directly on the behalf of Contractor; and (ii) activities undertaken by Contractor indirectly through any business, entity, firm, or person other than Employer that undertakes such activities with the assistance of Contractor and in which Contractor participates in some other capacity, including, but not limited to, as an agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative

10. Security.

(a) Security and Access. The Contractor agrees and covenants (i) to comply with all GRD security policies and procedures as in force from time to time. ("**Facilities Information Technology and Access Resources**"); (ii) not to access or use any Facilities and Information Technology Resources except as authorized by GRD; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Contractor's

engagement by GRD, whether termination is voluntary or involuntary. The Contractor agrees to notify GRD promptly in the event he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other GRD property or materials by others.

(b) **Exit Obligations.** Upon (i) voluntary or involuntary termination of the Contractor's engagement or (ii) GRD's request at any time during the Contractor's engagement, the Contractor shall (a) provide or return to GRD any and all GRD property and all GRD documents and materials belonging to GRD and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Contractor, whether they were provided to the Contractor by GRD or any of its business associates or created by the Contractor in connection with his engagement by GRD; and (b) delete or destroy all copies of any such documents and materials not returned to GRD that remain in the Contractor's possession or control, including those stored on any non-GRD devices, networks, storage locations, and media in the Contractor's possession or control.

11. **Publicity.** Contractor hereby consents to any and all uses and displays, by GRD and its agents, of the Contractor's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio, and video recordings, digital images, websites, television programs, and advertising, other advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of his engagement by GRD, for all legitimate business purposes of GRD ("**Permitted Uses**"). Contractor hereby forever releases GRD and its directors, officers, Contractors, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his engagement by GRD, in connection with any Permitted Use.

12. **Non-Disparagement.** The Contractor agrees and covenants that he will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning GRD's products or services, and existing and prospective customers, suppliers, investors, and other associated third parties, or make any maliciously false statements about GRD's contractors and officers.

13. **Acknowledgment.** The Contractor acknowledges and agrees that the services to be rendered by him to GRD are of a special and unique character; that the Contractor will obtain knowledge and skill relevant to GRD's industry, methods of doing business, and marketing strategies by virtue of the Contractor's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Contractor further acknowledges that the amount of his consideration (which is controlled by a separate independent contractor agreement, reflects, in part, his obligations and GRD's rights under this Agreement; that he has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of this Agreement or GRD's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time. **Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the independent contractor relationship between GRD and the Contractor, pursuant to which either GRD or the Contractor may terminate the independent contractor relationship at any time, with or without cause, with or without notice.**

14. Remedies. The Contractor acknowledges that GRD's Confidential Information and GRD's ability to reserve it for the exclusive knowledge and use of GRD is of great competitive importance and commercial value to GRD, and that improper use or disclosure of the Confidential Information by the Contractor will cause irreparable harm to GRD, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Contractor of any of the provisions of this Agreement, the Contractor hereby consents and agrees that GRD shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

15. Miscellaneous.

(a) Successors and Assigns.

(i) Assignment by GRD. GRD may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of GRD. This Agreement shall inure to the benefit of GRD and permitted successors and assigns.

(ii) No Assignment by the Contractor. The Contractor may not assign this Agreement or any part hereof. Any purported assignment by the Contractor shall be null and void from the initial date of purported assignment.

(b) Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Florida, county of Volusia. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

(c) Prevailing Party Attorney's Fees. In the event either party institutes suit because of a breach or threatened breach of this Agreement, the prevailing party in such suit shall be entitled to costs and reasonable attorneys' fees, whether incurred in settlement, at trial, on appeal, or in connection with a bankruptcy proceeding.

(d) Jury Trial. **WAIVER OF JURY TRIAL: BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY ANY SUCH DISPUTE.**

(e) Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Contractor and GRD pertaining to the subject matter hereof and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Contractor and by a duly authorized manager of GRD. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

(g) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

(h) Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(j) Survival. The terms of Paragraphs 6-12, 14 and 15 shall expressly survive the termination or expiration of this Agreement.-contact john

(k) Construction. THIS AGREEMENT HAS BEEN READ BY CONTRACTOR AND ITS LANGUAGE, TENOR AND EFFECT IS UNDERSTOOD BY CONTRACTOR, WHO AGREES THAT ALL DOUBTS AND AMBIGUITIES IN

CONNECTION WITH THIS AGREEMENT SHALL NOT BE CONSTRUED
AGAINST THE COMPANY AS DRAFTER.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

ALEXIS BISHOP



Alexis Bishop

Individually

GRD BIOMECHANICS, LLC

By _____

Name: Michael Geldart

Title: Manager

Independent Contractor Agreement

This Independent Contractor Agreement ("**Agreement**") is entered into, as of the 22 day of June, 2017 (the "**Effective Date**"), by and between GRD BIOMECHANICS, LLC, a Florida limited liability company (the "**GRD**") and ZACHARY CRONIN-HURLEY, individually (the "**Contractor**") (GRD and the Contractor are collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, GRD is engaged in the highly competitive business of medical product, research, design, development, production and sales and such other lines of business GRD engages in, enters, or prepares to enter during Contractor's engagement with GRD (collectively the "**Business**"), which can be done and sold anywhere in the United States ("**Territory**"); and

WHEREAS, GRD licenses certain intellectual property rights from GRD Innovations, LLC, which is not owned or controlled by GRD, and GRD under such license may improve such intellectual property rights but the ownership of any improvements or amendments will be owned by GRD Innovations, LLC, and not GRD; and

WHEREAS, GRD and Contractor both desire to enter into this Agreement for Contractor to provide the services and agreements contemplated herein in consideration for the consideration provided herein, and to set forth herein certain mutual understandings and agreements under this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the adequacy and receipt of which is acknowledged by the parties' signatures below, the parties hereto agree as follows:

1. Term. This Agreement is effective as of the Effective Date and shall continue in force until terminated in accordance with Paragraph 5 below (the "**Term**"). Contractor acknowledges and agrees that the Effective Date of the Term is simultaneous with the initial services ever provided by Contractor for GRD and that the terms of this Agreement are retroactively enforceable back to such date.

2. Independent Contractor. The parties acknowledge and agree that Contractor is NOT an employee of GRD and that their relationship is an independent contractor relationship and that nothing herein shall be construed as an agreement of employment or an engagement agreement for a specified period of time. Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow GRD to exercise control or direction over the manner or method by which Contractor performs the services which are the subject matter of this Agreement. Contractor understands and agrees that:

(a) GRD will not have control over when, where and how Contractor provides the Services;

(b) GRD will not withhold from compensation on behalf of Contractor pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding;

(c) GRD will not provide any benefits such as workers' compensation insurance, health insurance, petty cash funds, automobile allowances, vacation or sick leave;

(d) All such payments, benefits, withholdings and taxes are the sole responsibility of Contractor; and

(e) Contractor will indemnify and hold GRD harmless from any and all loss or liability arising with respect to GRD's portion, if any, of any withholdings or employment taxes if GRD has to pay such amounts. The parties hereto agree that both Contractor and GRD shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status under this Agreement irrespective of whom or by whom such discussions or negotiations are initiated.

3. Consideration.

(a) As the sole consideration from GRD or any principal of GRD to Contractor for providing the Services (defined below), GRD has simultaneously executed and delivered to Contractor that certain Restricted Unit Issuance Agreement providing for the issuance of up to 50,000 restricted units in GRD to the Contractor. Breach of the Restricted Unit Agreement by GRD or any of its affiliates will not affect, in any manner, GRD's rights and protections under this Agreement.

(b) GRD has no obligation to provide reimbursement of any costs incurred by Contractor, whether in connection with providing the Services or otherwise, unless agreed-upon in writing by the manager of GRD.

4. Services Performed by Contractor.

(a) Contractor shall provide the services, functions and responsibilities, listed on Exhibit A, as they may evolve and as they may be supplemented, enhanced, modified or replaced by GRD, from time to time (the "Services"), all in accordance with the terms of this Agreement and applicable laws. Contractor will provide such additional services, within the definition of Services, as may be directed by the Manager(s) of GRD.

(b) To the extent that the Services can be reasonably performed other than at GRD's office, the Contractor may provide the Services at such location as is reasonably determined by Contractor, as long as such location and manner of providing the Services is safe and secure.

(c) Except to the extent agreed-upon in writing by GRD's manager, Contractor agrees to provide computer, cell phone, equipment, facilities, materials and/or intellectual property, reasonably necessary to provide the Services, without additional consideration except for the reimbursement contemplated below. Notwithstanding the foregoing and for the convenience of GRD, GRD will also provide Contractor with non-dedicated office space and non-dedicated computer at GRD's headquarters for Contractor

to provide the Services when Contractor determines that providing the Services at GRD's headquarters is preferable, easier or better.

5. Termination.

(a) Without Cause. Either party may terminate this Agreement immediately, without cause and for any reason whatsoever, by giving at least thirty (30) days prior written notice of termination to the other party.

(b) With Cause by GRD. GRD may terminate this Agreement immediately, without prior written notice, upon the happening of any one of the following events:

(i) Dishonesty of Contractor detrimental to the best interests of GRD or GRD's clients;

(ii) Contractor's participation in any fraud or the conviction of any felony;

(iii) Contractor's unfitness or failure to perform his duties and responsibilities hereunder as determined by GRD in its reasonable discretion, after notice to the Contractor and fifteen (15) days to cure such unfitness;

(iv) Contractor's inability to perform his duties and responsibilities hereunder, by reason of death or otherwise, which prevents Contractor from engaging in his obligations under this Agreement; or

(v) Contractor's breach of any material covenant made by Contractor herein.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to Contractor or at such later time as may be specified in the written notice, provided, however, that if termination is due to the death of Contractor no written notice shall be required.

(c) With Cause by Contractor. If Contractor terminates this Agreement, upon GRD's breach of a material term or condition of this Agreement, after giving GRD prior written notice and at least five (5) days to cure the breach or to commence taking reasonable action to cure such breach if cure within 5 days is not reasonably possible, and upon termination GRD shall provide the Severance Payment to Contractor.

6. Work Made for Hire.

(a) Acknowledgement; Assignment. The Contractor acknowledges that, by reason of being engaged by GRD at the relevant times **(including without limitation times prior to the date of this Agreement)** all of the Work Product (defined below) consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by GRD. To the extent that the foregoing does not apply, the Contractor hereby irrevocably assigns to GRD, for no additional consideration, the Contractor's entire right, title, and interest in and to all Work Product and Intellectual Property

Rights (defined below) therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit GRD's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that GRD would have had in the absence of this Agreement.

(b) Further Assurances; Power of Attorney. During and after his engagement, the Contractor agrees to reasonably cooperate with GRD to (i) apply for, obtain, perfect, and transfer to GRD the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to GRD any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by GRD. The Contractor hereby irrevocably grants GRD power of attorney to execute and deliver any such documents on the Contractor's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to GRD and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Contractor does not promptly cooperate with GRD's request (without limiting the rights GRD shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Contractor's subsequent incapacity.

(c) Moral Rights. To the extent any copyrights are assigned under this Agreement, the Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Contractor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

(d) No License. The Contractor understands that this Agreement does not, and shall not be construed to, grant the Contractor any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to him by GRD.

7. Proprietary Rights.

(a) Work Product. The Contractor acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Contractor individually or jointly with others during the period of his engagement by GRD and relating in any way to the business or contemplated business, research, or development of GRD (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of GRD.

(b) Definition. For purposes of this Agreement, Work Product includes, but is not limited to, GRD information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

8. Confidentiality.

(a) Confidential Information. The Contractor understands and acknowledges that during the course of engagement by GRD, he will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to GRD and its businesses ("**Confidential Information**"). The Contractor further understands and acknowledges that this Confidential Information and GRD's ability to reserve it for the exclusive knowledge and use of GRD is of great competitive importance and commercial value to GRD, and that improper use or disclosure of the Confidential Information by the Contractor will cause irreparable harm to GRD, for which remedies at law will not be adequate.

(b) Definition.

(i) For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee or contractor lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, buyer lists, and other work product regarding any products developed by GRD or GRD or its businesses or any existing or prospective customer, supplier, investor, or other associated third party, or of any other person or entity that has entrusted information to GRD in confidence.

(ii) The Contractor understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise

identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(iii) The Contractor understands and agrees that Confidential Information developed by him in the course of his engagement by GRD shall be subject to the terms and conditions of this Agreement as if GRD furnished the same Confidential Information to the Contractor in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Contractor or person(s) acting on the Contractor's behalf.

(c) Disclosure and Use Restrictions. The Contractor agrees and covenants:

(i) to treat all Confidential Information as strictly confidential;

(ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other contractors or employees of GRD) not having a need to know and authority to know and to use the Confidential Information in connection with the business of GRD and, in any event, not to anyone outside of the direct employ of GRD except as required in the performance of any of the Contractor's authorized contractor duties to GRD; and

(iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of GRD, except as required in the performance any of the Contractor's authorized contractor duties to GRD or with the prior consent of an authorized officer acting on behalf of GRD in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). The Contractor understands and acknowledges that the Contractor's obligations under this Agreement regarding any particular Confidential Information begin upon the commencement of the engagement (which was on or about June 27, 2017) and shall continue during and after the Contractor's engagement by GRD until the Confidential Information has become public knowledge other than as a result of the Contractor's breach of this Agreement or a breach by those acting in concert with the Contractor or on the Contractor's behalf.

(iv) Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Contractor shall promptly provide written notice of any such order to an authorized officer of GRD.

9. Restriction on Competition and Solicitation.

(a) Restriction on Competing. Contractor hereby acknowledges, agrees, and covenants that, during the engagement and for a period of eighteen (18) months after the later of (i) termination of this Agreement by either party hereto for any reason at any time

or (ii) sale of Contractor's vested Restricted Units if any ("Restricted Period"), Contractor shall not, whether directly or indirectly, throughout the Territory, be employed by, be engaged in, or prepare to be employed by or engaged in any business that is engaging in or preparing to engage in, whether directly or indirectly, any aspect of the affairs of GRD or the Business throughout any and all parts of the Territory. The prohibitions contained in this Paragraph shall extend to: (i) activities undertaken by Contractor directly on the behalf of Contractor; and (ii) activities undertaken by Contractor indirectly through any business, entity, firm, or person other than GRD that undertakes such activities with the assistance of Contractor and in which Contractor participates in some other capacity, including, but not limited to, as an agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative.

(b) Non-Solicitation Covenant. Contractor hereby acknowledges, agrees, and covenants that, during the Restricted Period, Contractor shall not, whether directly or indirectly, throughout the Territory: (i) approach, contact, induce, or solicit or accept business from any business, entity, firm, or person that is an investor, sponsor, customer, supplier, partner, or vendor of GRD or about whom Contractor obtained knowledge by reason of this engagement or who otherwise works with GRD or supplies materials or any other items whatsoever related to the affairs of GRD or the Business, in an attempt to: (A) enter into any business relationship with such business, entity, firm, or person if the business relationship is competitive with any aspect of the affairs of GRD or the Business; or (B) eliminate, deteriorate, reduce, or in any other way negatively affect the business such business, entity, firm, or person conducts with GRD or the business relationship such business, entity, firm, or person has with GRD; and (ii) approach, contact, induce, or solicit or offer employment to any agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative of GRD in an attempt to cause, encourage, persuade, provoke, or stimulate such representative to: (A) enter into any business relationship with a business, entity, firm, or person if the business relationship is competitive with any aspect of the affairs of GRD or the Business; or (B) eliminate, deteriorate, reduce, or in any other way negatively affect any business relationship a business, entity, firm, or person has with GRD; or (C) terminate employment of such representative with GRD.

(c) The prohibitions contained in this Paragraph shall extend to: (i) activities undertaken by Contractor directly on the behalf of Contractor; and (ii) activities undertaken by Contractor indirectly through any business, entity, firm, or person other than Employer that undertakes such activities with the assistance of Contractor and in which Contractor participates in some other capacity, including, but not limited to, as an agent, consultant, creditor, director, employee, officer, owner, partner, shareholder, trustee, or other representative

10. Security.

(a) Security and Access. The Contractor agrees and covenants (i) to comply with all GRD security policies and procedures as in force from time to time. ("**Facilities Information Technology and Access Resources**"); (ii) not to access or use any Facilities and Information Technology Resources except as authorized by GRD; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Contractor's

engagement by GRD, whether termination is voluntary or involuntary. The Contractor agrees to notify GRD promptly in the event he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other GRD property or materials by others.

(b) **Exit Obligations.** Upon (i) voluntary or involuntary termination of the Contractor's engagement or (ii) GRD's request at any time during the Contractor's engagement, the Contractor shall (a) provide or return to GRD any and all GRD property and all GRD documents and materials belonging to GRD and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Contractor, whether they were provided to the Contractor by GRD or any of its business associates or created by the Contractor in connection with his engagement by GRD; and (b) delete or destroy all copies of any such documents and materials not returned to GRD that remain in the Contractor's possession or control, including those stored on any non-GRD devices, networks, storage locations, and media in the Contractor's possession or control.

11. **Publicity.** Contractor hereby consents to any and all uses and displays, by GRD and its agents, of the Contractor's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio, and video recordings, digital images, websites, television programs, and advertising, other advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of his engagement by GRD, for all legitimate business purposes of GRD ("**Permitted Uses**"). Contractor hereby forever releases GRD and its directors, officers, Contractors, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his engagement by GRD, in connection with any Permitted Use.

12. **Non-Disparagement.** The Contractor agrees and covenants that he will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning GRD's products or services, and existing and prospective customers, suppliers, investors, and other associated third parties, or make any maliciously false statements about GRD's contractors and officers.

13. **Acknowledgment.** The Contractor acknowledges and agrees that the services to be rendered by him to GRD are of a special and unique character; that the Contractor will obtain knowledge and skill relevant to GRD's industry, methods of doing business, and marketing strategies by virtue of the Contractor's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Contractor further acknowledges that the amount of his consideration (which is controlled by a separate independent contractor agreement, reflects, in part, his obligations and GRD's rights under this Agreement; that he has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of this Agreement or GRD's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time. **Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the independent contractor relationship between GRD and the Contractor, pursuant to which either GRD or the Contractor may terminate the independent contractor relationship at any time, with or without cause, with or without notice.**

14. Remedies. The Contractor acknowledges that GRD's Confidential Information and GRD's ability to reserve it for the exclusive knowledge and use of GRD is of great competitive importance and commercial value to GRD, and that improper use or disclosure of the Confidential Information by the Contractor will cause irreparable harm to GRD, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Contractor of any of the provisions of this Agreement, the Contractor hereby consents and agrees that GRD shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

15. Miscellaneous.

(a) Successors and Assigns.

(i) Assignment by GRD. GRD may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of GRD. This Agreement shall inure to the benefit of GRD and permitted successors and assigns.

(ii) No Assignment by the Contractor. The Contractor may not assign this Agreement or any part hereof. Any purported assignment by the Contractor shall be null and void from the initial date of purported assignment.

(b) Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Florida, county of Volusia. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

(c) Prevailing Party Attorney's Fees. In the event either party institutes suit because of a breach or threatened breach of this Agreement, the prevailing party in such suit shall be entitled to costs and reasonable attorneys' fees, whether incurred in settlement, at trial, on appeal, or in connection with a bankruptcy proceeding.

(d) Jury Trial. WAIVER OF JURY TRIAL: BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

(e) Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Contractor and GRD pertaining to the subject matter hereof and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Contractor and by a duly authorized manager of GRD. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

(g) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

(h) Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(j) Survival. The terms of Paragraphs 6-12, 14 and 15 shall expressly survive the termination or expiration of this Agreement.-contact john

(k) Construction. THIS AGREEMENT HAS BEEN READ BY CONTRACTOR AND ITS LANGUAGE, TENOR AND EFFECT IS UNDERSTOOD BY CONTRACTOR, WHO AGREES THAT ALL DOUBTS AND AMBIGUITIES IN

CONNECTION WITH THIS AGREEMENT SHALL NOT BE CONSTRUED
AGAINST THE COMPANY AS DRAFTER.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

ZACHARY CRONIN-HURLEY



Zachary Cronin Hurley

Individually

GRD BIOMECHANICS, LLC

By _____

Name: Michael Geldart

Title: Manager