

CO-AUTHOR COLLABORATION AGREEMENT

This Co-Author Collaboration Agreement (the "Agreement" is executed by and between _____, and _____, and _____, and _____, and _____, and _____, hereafter referred to collectively as "**Co-Authors**", and ResearchCycle LLC; hereafter all referred to individually as a "**Party**", and collectively indistinctly as the "**Parties**", whose contact addresses for purposes of this Agreement are as follows:

- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- [--- Co-Author Name, Address, Phone, Fax, Email, Social Media ---]
- ResearchCycle LLC (ResearchCycles): 3 Germany Dr Ste 4 # 1871, Wilmington DE 19804, EEUU

The Parties are about to jointly write, research, draft, edit, revise, review, amend, prepare, discuss, augment and deliver in joint collaboration a scientific paper work intended for publication into a recognized scientific, academic and/or research journal published ranked by Scopus and/or WoS; hereinafter referred to as the "**Work**", and with a working title which has been mutually agreed by the parties as follows:

- [--- Name of the Work ---]
- [--- Scope and topic of the Work ---]
- [--- Target Publication for the Work ---]

Thus, the following shall set forth our understanding with respect to the Parties respective rights in the Work and the associated contribution, effort, collaboration, costs, distribution of work, royalties (if any) and other considerations to which the Parties may be entitled pursuant to said Agreement.

Now, therefore, in consideration of the covenants, representations and warranties set forth herein, and for other good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

CLAUSES

1. Author Collaboration. The Parties shall collaborate in the writing of the Work and upon completion thereof, the copyright incorporated into the Work, by mutual consent of all parties, shall be secured and held in the sole names of the following Authors for the term of the copyright, and for any additional or new copyright which may hereafter be embodied in any copyright law throughout the world. Such collaboration, contribution, effort, collaboration, costs, distribution of work, royalties (if any) and other considerations to which the Parties may be entitled will be subject to ResearchCycle's Terms and Conditions of Service of the online platform provided by ResearchCycles, available online at <https://www.researchcycles.com> (hereinafter, the "**Platform**"), along with ResearchCycle's Contribution, Royalty and Refund Rules, both incorporated herein by reference.

There will be a main author with Main Authorial rights over the Work, whom will be the person who has initially submitted the Work draft into the Platform (hereinafter, the "**Main Author**"). The Main Author will have the

rights over the Work assigned by the applicable copyright and intellectual property laws, as well as those functionalities permitted by the Platform to users assigned as Main Authors.

- Parties' initials as shown in any public Work piece: _____ (Main Author), _____, _____, _____, _____
- Co-Author's Names: _____ (Main Author) and _____ and _____ and _____.

On any copyright registration, the Co-Authors are to be listed as authors of the Work and as copyright claimants of the Work, and their names are to be positioned first and second on such copyright registration as indicated herein.

The Parties acknowledge that there is inherent uncertainty upon the process to submit, review and get the Work published by a recognized scientific, academic or education journal; thus, the Parties will endeavor their best efforts to submit the Work to one journal until it is formally accepted or all options are exhausted until formal rejection; and then afterwards the hereby represent and warrant that they will endeavor their best efforts to submit the Work to the second journal option and so on into the third best option and subsequent journal options until they achieve formal acceptance and publication of the Work. For the avoidance of doubt, there will be no strict withdrawal right provided through the Platform, this in order to prevent speculation into Work pieces and their exploitation rights.

Upon the case where the Work has not been successfully and formally accepted by the second journal option at the minimum, the Co-Authors will have the right to submit a formal written request to ResearchCycles in order for them to be assigned to without extra cost to another Work available on the Platform, provided, however, that they fully assign the economic copy rights over the Work to the Main Author, in a form and manner suitable to the Main Author, the remaining Co-Authors, and ResearchCycles.

2. Royalties. All moneys, advances, proceeds and other considerations which may become payable to the Parties with respect to said Agreement and from the assignment, exploitation, publication, license or other disposition of any and all rights in and to the Work, now existing or which may hereafter come into existence, shall be used as set forth into ResearchCycle's Contribution, Royalty and Refund Rules (hereinafter, the "Rules").

For the avoidance of doubt, any royalties effectively payable to the Main Author only, and royalties effectively generated shall be used first in order to: (i) reimburse any outstanding expenses incurred by the publication process; (ii) pay any outstanding service fees owed to ResearchCycles for the use of the Platform; and (iii) the remaining (if any) will be remitted to the Main Author.

3. Authorial Credit. The authorship of the Work shall be and shall appear on the Work in an equal font size and color, and on any other material, including, but not limited to, journal publications, as follows:

- By _____ (Main Author), _____ and _____, and _____, and _____, and _____.

4. Content Warranty. Each Party hereto warrants and represents to the other that any material written or provided by him or her in connection with the Work is not in any way a violation of a copyright or common law

or right of privacy and that it contains nothing of a libelous or illegal character, and each party agrees to indemnify and hold the other harmless against any loss or damage arising out of a breach of any of the foregoing warranties and representations described in this clause.

5. Work Management Platform Terms.

The Parties hereby appoint as the “**Main Author**” and team leader: [-----].

Each Party hereby expressly ratifies the Terms and Conditions of Service of the Platform. The Parties jointly and expressly agree to exclusively use the Platform for any and all Work product and draft submission, version control, change control, Co-Author communications, instant messaging, version control, redline control, peer review management and other technical aspects intended to control and protect the work of all collaborators. In this regard, ResearchCycles will act as the management platform agent, and henceforth each Co-Author hereby appoints ResearchCycles as its designated exclusive authorial agent for purposes that include, but will not be limited to, drafting and editorial services, style correction, technical edition, language correction, technical translation, peer review of the Work by experts, assessment of the technical merit of the Work, provision of recommendations, indication of appropriate amendments and overall the actions required and permitted by the Platform pursuant to increase the value proposition of the Work.

If the Main Author is not the main Platform administrator, then ResearchCycles will activate the administrator account or similar means to allow the appointed Co-Author to manage the collaboration for the Work.

The pre-print draft of the Work will be reviewed, revised, edited, amended, updated and augmented by the Co-Authors, this made in order to not promote nor entice the commercial sale of paper drafts to speculators or opportunist Co-Authors that do not seek to invest their time onto the draft of the Work. The Co-Authors may also upload the title of the Work into the Platform, along with keywords, in order to help other possible authors and peer experts to assess the merit and quality of the draft of the Work.

Due to the nature of the collaboration of the Co-Authors for the Work, under no terms will ghostwriters, work for hire collaborators or other type of paid-for contributors will be accepted.

The Parties shall keep the other Parties informed in a reasonable and timely manner in matters and required mutual decisions regarding the Work. Each Party shall respond to communications from the other Party regarding the Work and from others having an interest in the Work in a reasonable and timely manner so as not to harm or unreasonably delay the creation, edition, or other disposition of the Work.

Any material change to the Work will be mutually agreed by all Co-Authors, with the Main Author (if an external collaborator) or ResearchCycles (if it appoints the team leader) mediating among the team members, pursuant to obtaining a mutually beneficial agreement.

Each Co-Author will provide a determined, specific and mutually agreed share of effort into each Work paper draft project, which will be reflected into the shopping cart price to be submitted and paid prior to beginning participation into the Work via the Platform. The work share, monetary contribution, personal monetary remuneration and/or personal time and effort invested by each Co-Author will be duly agreed between the Parties using the functionalities of the Platform, as per the Rules.

6. Designated Author.

Unless otherwise agreed by the Parties, the Main Author is designated by default as the “**Corresponding Author**”.

If the Parties mutually agree so, then another Co-Author may be appointed as the Corresponding Author,

The Corresponding Author’s responsibilities include, but will not be limited to:

- Being responsible for final data, figures and text of the Work.
- Ensure authorship credits are granted appropriately to all Co-Authors by the admitting journal.
- Ensure adherence to all industry standard editorial and submission policies regarding original content and similarity index, which will be equal or less than 20% of the Work.
- Be and act as the primary contact for submission of the Work for publication by a journal, which includes the negotiation, revision, review, amendment, review of proposed material changes and other acts up until the formal admission or rejection by the journal.
- Act as the primary contact for all communication during the journal’s consideration and after publication, and act as the primary contact for reagent and resource sharing.

If one journal rejects the Work, the Corresponding Author will reassign the paper draft to another journal of equivalent or analogous ranking to the originally selected, without any cost increase to the Co-Authors, until formal admission for publication is obtained. Notwithstanding the foregoing, in no case can the Corresponding Author (or ResearchCycles, in case) guarantee final acceptance by a specific journal entity or entities, nor the amount of time elapsed, nor the index ranking on SCOPUS or WOS.

The Parties acknowledge that there is inherent uncertainty upon the process to submit, review and get the Work published by a recognized scientific, academic or education journal; thus, the Parties will endeavor their best efforts to submit the Work to one journal until it is formally accepted or all options are exhausted until formal rejection; and then afterwards the hereby represent and warrant that they will endeavor their best efforts to submit the Work to the second journal option and so on into the third best option and subsequent journal options until they achieve formal acceptance and publication of the Work.

The Corresponding Author will safeguard the intellectual property rights over the Work until they are transferred to the journal editor for publication.

7. Withdrawal Rights.

Once each Co-Author has been vetted and admitted into the Work project, there will be no free option to leave this Agreement until a final decision from a journal has been obtained).

Due to the inherent equitable share of work of the Co-Authors, there are no automatic refunds provided via the Platform.

If a Co-Author becomes unwilling or unable to continue its participation into the Work (e.g. health problems), then its economic participation share will be prorated among the remaining Co-Authors.

A Co-Author will have a term limit to request its voluntary withdrawal from the Work, counted from the day the Work is presented as pre-print ready, until the day of the Work's campaign closure, that is, when the Work is no longer available on the Platform for Co-Author admission.

In such regard, once the Work management process is ongoing through the Platform (i.e. all funds are deposited in escrow, and all Co-Authors are ready to being collaborating on the Work), up to the date when all Co-Authors are onboard the Work project, each Co-Author will have the right to request voluntary withdrawal with a refund of its participation's monetary amount (less any taxes, expenses and ResearchCycle's service fees). This withdrawal right will be duly negotiated and mutually agreed by all the Co-Authors, whom will be able to indicate their approval for the refund of their prorated monetary share, and in such case the participation monetary amount of the retiring Co-Author will be adjusted. If the Co-Authors do not approve for a specific refund amount, then the economic participation share of the withdrawing Co-Author will be prorated among the remaining Co-Authors. The remaining Co-Authors will reflect the collaboration effort so far contributed by the lost Co-Author as per the applicable copyright laws.

In the event that one Co-Author is unable to permanently continue or complete its collaboration of the Work due to force majeure, personal incapacitation or death reasons, the others Co-Authors will complete the Work without the assistance or advice of the Co-Author who is unable to continue or complete its collaboration effort on the Work. In that event, the remaining Co-Authors will discuss modifying the relevant clauses of this Agreement to reflect the new proportion of Work we each will contribute, and, if we are unable to reach an agreement, to submit these negotiations to binding arbitration. The remaining Co-Authors will reflect the collaboration effort so far contributed by the lost Co-Author as per the applicable copyright laws.

8. Term, Termination for Cause.

This Agreement will continue into effect until the Work has been formally admitted for publication into the selected journal. Other terms of this Agreement shall be in effect continuously with the life of the Work as indicated by copyright laws.

This Agreement is for a one-time collaboration only and does not cover any derivative works or material revisions to the Work, which shall be subject to a new collaboration agreement. Said new agreement for any sequel shall take into account the shared copyright ownership of the material contained in the original Work.

Either Party may terminate this Agreement prior to completion of the Work, effective with the giving of written notice of termination, in the event that the other Party commits a material breach of its obligations, and the breach is not remedied within 30 days of receipt of written notice of the breach requesting its remedy. The failure of a Party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

9. Indemnification.

Each individual Author shall indemnify the other Co-Authors from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) which may be suffered, made or incurred by any of such Co-Authors arising out of or relating to any third party claim arising out of or in relation to such indemnifying Author's contribution to the Work, including without limitation, any claim that such contribution or collaboration effort violates, infringes, or misappropriates any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person, or violates any applicable law.

10. General Terms.

Assignment. These Terms will inure to the benefit of any executors, administrators, and successors of each of the Parties. Any rights not expressly granted herein are thereby reserved. ResearchCycles reserves the right, at any time, to transfer some or all of ResearchCycle's assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Force Majeure. No Party will be liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond such Party's reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure, from acts of nature, forces or causes beyond our control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, government mandated lockdowns at the local or national level, orders of domestic or foreign courts or tribunals or non-performance of third parties.

Headings. The titles of paragraphs in this Agreement are shown only for ease of reference and will not affect any interpretation therefrom.

Interpretation. In this Agreement, unless the context otherwise indicates, the singular includes the plural and the plural indicates the singular, any gender includes the other genders, and a person includes a partnership and a body whether corporate or otherwise.

Entire Agreement. This Agreement sets forth the entire understanding between the Parties hereof and may not be altered or amended except in writing signed by each Party.

Equitable remedies: All Parties hereby acknowledge and agree that if this Agreement is not specifically enforced, the Parties may be irreparably damaged, and therefore all Co-Authors agree that themselves shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to any such Co-Author's breach of any of this Agreement, in addition to any other available remedies.

Language. This Agreement may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

Notices. All notices and other communications given or made pursuant to This Agreement must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the Party to be notified; (b) when sent, if sent by electronic mail or direct messaging functionality of the Platform during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each Party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

Severability. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement will remain in full force and effect. The

failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

Survival. Any terms of this Agreement by which obligations of either Party extend or may extend beyond termination of this Agreement shall survive and continue in full force and effect except to the extent expressly set out in this Agreement.

No Relationship. All Parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

No Waiver. Failure by either Party to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by electronic mail delivery of a ".pdf" format data file or other mutually executed data file format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or other mutually executed data file format signature page were an original thereof.

11. Dispute Resolution.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement and/or the use of any product or service provided by ResearchCycles that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This arbitration applies to all Co-Authors, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

Notice Requirement and Informal Dispute Resolution. Before either Party may seek arbitration, the Party seeking relief must first send to the other Parties a written Notice of Dispute (a "**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, the Parties may attempt to resolve the claim or dispute informally. If the Parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either Party may begin an arbitration proceeding. The amount of any settlement offer made by any Party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either Party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (AAA) Rules, an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If the AAA is not available to arbitrate, the Parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement.

The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (USD \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the Party seeking relief. For claims or disputes where the

total amount of the award sought is Ten Thousand U.S. Dollars (USD \$10,000.00) or more, the right to a hearing will be determined by the AAA Rules.

Any hearing will be held in a location within 100 miles of the business premises of the Party seeking relief, unless, and unless the Parties agree otherwise. The Parties will endeavor to allow for non-appearance based arbitration via digital, real time communications among themselves and the arbitrator. The arbitrator shall give the Parties reasonable notice of the date, time and place of any oral hearings, as detailed below. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each Party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by reputable video conference based tools and/or based solely on written submissions; the specific manner shall be chosen by the Party initiating the arbitration. The arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise agreed by the Parties.

Time Limits. The arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the Party seeking relief and the dispute will not be consolidated with any other matters or joined with any other cases or Parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this Agreement.

The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the Parties.

Emergency Equitable Relief. Notwithstanding the foregoing, either Party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration.

Applicable Law. The Parties agree to submit to the applicable laws in the State of Delaware, which will govern this Agreement and any claim, without regard to conflict of law provisions.

Forum. For the application of this arbitration agreement, and of other matters appertaining this Agreement, the Parties hereto agree to submit to the personal jurisdiction of the courts located in the State of Delaware, United States of America.