



CONFIDENTIALITY/NON-SOLICITATION/INTELLECTUAL PROPERTY AGREEMENT

In consideration of and as a condition of my employment with MNP LLP, MNP Ltd., MNP Digital Inc., MNP Corporate Finance Inc., MNP Technology Solutions Inc., MNP Services, or Heritage Computer Services Ltd., and any of their affiliates, successors, parents or assigns (collectively "**MNP**"), and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, Jonathan Beckwith, intending to be legally bound, do agree as follows:

1. CONFIDENTIALITY

- 1.1 I acknowledge that I may, from time to time, become privy to confidential or proprietary information of MNP (the "**Protected Information**"), including trade secrets and confidential or proprietary information, knowledge, documents or materials owned, developed or possessed by MNP, whether in tangible or intangible form, which is not publicly disseminated information. Protected Information includes, but is not limited to, information pertaining to MNP's business, assets, clients, operations, research, analyses, projections, business relationships, including those with clients, customers and others, products (including prices, costs, markets, sales or content), financial information or measures, business methods, future business plans, data bases, matters of a technical nature, including information technology systems and operations; algorithms, software, and other computer code (whether in object or source code format), know-how, data, formulae, secret processes and designs, models, operating procedures, knowledge of the organization, and other information of any nature whatsoever owned, developed or possessed by MNP.
- 1.2 Protected Information does not include any information which is:
 - 1.2.1 or becomes public knowledge through no fault of mine (but only after the information becomes public knowledge);
 - 1.2.2 independently developed by me outside the scope of my employment with MNP; or
 - 1.2.3 becomes lawfully available to me from a source other than MNP, if such a source was legally entitled to have access to and disclose such information.
- 1.3 I hereby agree to hold all Protected Information in confidence, and I will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in my possession or control.
- 1.4 I agree that I will not, except as required by law, publish, disclose or make use of any of the Protected Information. In that event, I shall give MNP reasonable prior notice of any disclosure of Protected Information, and, if requested by MNP, shall use reasonable efforts to obtain a protective order or similar protection for MNP and shall permit and cooperate with any effort by MNP to obtain such an order.
- 1.5 I acknowledge that I may not use or permit to be used any Protected Information, in whatever form, including but not limited to, notes, memoranda, electronic documents, documents, drawings or data, or copies thereof relating in any way to the business of MNP, other than in connection with my employment for the benefit of MNP, and shall be and remain the sole property of MNP and, upon the termination of this Agreement for any reason, shall be left at or delivered by me to MNP's office. Further, I agree to delete all electronic copies of Protected Information on personal electronic devices, or on any other devices or storage media.
- 1.6 I acknowledge that my obligations hereunder are in addition to and not in place of any obligations I have to not disclose confidential information concerning the affairs of any client, former client, employer or former employer as proscribed by the Code / Rules of Professional Conduct.



2. NON-SOLICITATION & NON-DISPARAGEMENT

2.1 **"Non-Solicitation Period"** means the period beginning on the date of this Agreement and ending twelve (12) months subsequent to my last day of employment with MNP.

I agree that I will not, during the Non-Solicitation Period, do any of the following either alone or in conjunction with any individual, firm, corporation, association, or other entity whether as principal, agent, shareholder, investor, employee, advisor, partners, consultant, creditor, owner, broker, lessor or lessee, or in any other capacity whatsoever, directly or indirectly, whether for my own benefit, or for the benefit of any other person, organization or entity:

- a) solicit, induce or attempt to solicit or induce any clients or customers of MNP who were clients or customers during the course of my employment with or at the time that I cease employment with MNP;
- b) solicit, induce or attempt to solicit or induce the services of any employee or consultant of MNP, or encourage or facilitate any such employee or consultant to discontinue their employment or consultancy with MNP; or
- c) disparage MNP to clients, customers, employees or consultants of MNP, in any effort to encourage or facilitate any employee, consultant, client or customer to discontinue their relationship with MNP. •

2.2 I agree that MNP has a material interest in preserving the relationships it has developed with its clients, customers, employees and consultants against impairment by solicitation activities. Accordingly, I agree that the restrictions and covenants in this Section 2, and my agreement to be bound by them as evidenced by my execution of this Agreement, constitute a material inducement to MNP to employ and continue to employ me and that MNP would not employ or continue to employ me absent the inducement. Further, I agree that the restrictions and covenants in this Section 2 are reasonable and valid with respect to their duration and scope, and are reasonably necessary to protect MNP's interests and will not result in any undue hardship to me. I understand and agree that the restrictions contained in this Agreement are not intended to limit or restrict my common law obligations to safeguard MNP's interests, including my common law duties or loyalty and fidelity to MNP.

3. INTELLECTUAL PROPERTY

3.1 **"Intellectual Property"** means all work product, property, data, documentation, notes, concepts or plans, inventions, compositions, technology, innovations, computer programs, object code, source code, improvements, methods, techniques, processes, patterns, artistic works, works of authorship, designs, articles of manufacture or information of any kind, or any new or useful improvements of any of the foregoing and any patents, trade secrets, copyrights, mask work, trademark or service mark, domain names, industrial design relating in any way to the business of my employer, or created, authored, composed, invented, developed, discovered, performed, perfected, modified, and/or learned by the me, either alone or in combination with others, for my Employer, or resulting from or suggested by any work I may do for my Employer, at the request of my Employer or by using my Employer's personnel, facilities or material.

3.2 **"Intellectual Property Right"** means any right, protection or interest relating to or resulting from any Intellectual Property existing from time to time in a specific jurisdiction under any patent law, industrial design law, copyright law, moral rights law, trade secret law, trade-mark law, unfair competition law or other similar laws and includes legislation by competent governmental authorities and judicial decisions under common law or equity..

3.3 All Intellectual Property will be the exclusive property of my Employer, who will have sole discretion to deal with Intellectual Property. I agree that no Intellectual Property Rights in the Intellectual Property are or will be retained by me. For greater certainty, all work done during my employment period by me alone or

in combination with others, or for my Employer, and any and all Intellectual Property will, to the greatest extent possible, any and all Intellectual Property will be deemed to be "work made in the course of

employment" (as defined in the *Copyright Act* of Canada) and/or "work made for hire" (as defined in the *Copyright Act* of the United States) and my Employer is the first author for copyright purposes and with whom all copyright will vest.

- 3.3 I agree that I will fully and freely communicate with MNP in relation to the Intellectual Property. Additionally, I agree to promptly notify MNP and my service line leader in writing if there is any potential, suspicion, or concern that an Intellectual Property ownership conflict may arise. This includes, but is not limited to, circumstances where I am involved in the creation, development, or use of Intellectual Property that may overlap with or be competitive to MNP's business interests.
- 3.4 I hereby unconditionally, absolutely and irrevocably transfer and assign to MNP, all rights, title and interest I currently have, or in the future may have, by operation of law or otherwise in or to any Intellectual Property, including, without limitation, all Intellectual Property Rights therein. To the extent any of my rights in such works, including any moral rights, are not capable of assignment under applicable law, I hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law. I hereby waive my moral rights, if any, in relation to the use or exploitation of any Intellectual Property by MNP.
- 3.5 I agree that MNP will have the exclusive world-wide ownership of such Intellectual Property, including all Intellectual Property Rights therein, and that no Intellectual Property will be treated as or deemed to be a "work of joint authorship" (as defined in the *Copyright Act* of Canada) or "joint work" (as defined in the *Copyright Act* of the United States) of me and MNP, or otherwise.
- 3.6 I hereby irrevocably waive all moral rights, including arising under the *Copyright Act*, R.S.C. 1985, c. C-42, as amended (or any successor legislation of similar effect) that I may have now or in the future with respect to the Intellectual Property, including, without limitation, rights relating to paternity, integrity, attribution and privacy. I agree that this waiver may be invoked by my Employer, and by any of its authorized agents or assignees, in respect of any or all of the Intellectual Property and that my Employer may assign the benefit of this waiver to any person.
- 3.7 As of the effective date of this Agreement, I confirm that I have an interest in the Intellectual Property listed in Schedule A attached hereto. I understand and agree that, during the course of my employment with MNP, I will not use, incorporate, or rely upon any Intellectual Property, or any intellectual property to which I have an interest, either in whole or in part, in any work performed for MNP unless there is a mutual written agreement between myself and my performance coach, as assigned by MNP, authorizing such use. As to any Intellectual Property in which I have an interest at any time, if I use or incorporate such Intellectual Property in any released or unreleased product, service, program, process, development, or work in progress, or if I permit MNP so to use or incorporate such Intellectual Property, or if such an Intellectual Property pertains to MNP's business, I irrevocably grant a perpetual, irrevocable, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Intellectual Property, including without limitation the right to protect, make, have made, import, use, disclose, distribute and sell that Intellectual Property without restriction and the right to sublicense, assign or transfer those rights to others. This license will be exclusive, subject only to any pre-existing non-exclusive licenses or other pre-existing rights that are not under my control.
- 3.8 I agree that I will, at the expense of MNP, at all times (both during the term of this Agreement and at all times thereafter) assist MNP, in every way to protect the rights of MNP under this Section 3, including without limitation, the assertion of any moral rights, and to vest exclusively in MNP, as the case may be, all rights, title and interest, including all Intellectual Property Rights, in and to any and all of the Intellectual Property including the execution and delivery of all transfers, assignments, documents or other instruments and the doing of all acts and things as MNP may deem necessary or desirable.
- 3.9 I will, at MNP's expense, obtain or assist in obtaining for MNP, patents, copyrights or any other forms of Intellectual Property Right for such Intellectual Property in any and all countries, which Intellectual Property will be and remain the property of MNP, whether or not any patent, copyright or other form of Intellectual Property Right is successfully obtained.

4. CONFLICT OF INTEREST & OUTSIDE EMPLOYMENT

4.1 I shall not accept paid work outside of normal business hours in services to the public which is in whole or in part competitive with MNP. It is further agreed that should this occur, MNP would have the right to terminate this Agreement for cause, wilful misconduct, disobedience or wilful neglect of duty. In such an event, other than payment of any accrued wages and reimbursable expenses owing to me up to and including my last day of employment, nothing further shall be owed to me pursuant to contract, the common or civil law, or otherwise.

5. ONGOING OBLIGATIONS

I agree to comply with any continuing obligations to a prior employer or other entity with respect to confidentiality, intellectual property, conflict of interest, non-competition, and/or non-solicitation, during the term of my employment with MNP. If I am subject to the terms of any non-competition, non-solicitation, or similar agreement with any former employer or other entity which would restrict the services I may provide or prevent me from serving any current or prospective clients, I will inform MNP immediately. **I confirm I am not subject to any such terms.**

6. DISCLOSURE OF RESTRICTIONS

6.1 I will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor before accepting employment or engaging in any business venture. I authorize MNP to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of mine.

7. INJUNCTIVE RELIEF

7.1 I agree that the restrictions and covenants set forth in this Agreement are essential and reasonable for the protection of MNP and, if breached, will result in irreparable harm to MNP. Without prejudice to any and all remedies which may be available to MNP at law or in equity, injunctive relief is the only effective relief for a breach of the restrictions and covenants set out in this Agreement and I hereby agree that MNP shall be entitled to injunctive relief, including an interim injunction, in any court of competent jurisdiction, to enforce any of the restrictions and covenants upon the breach or threatened breach thereof by me.

8. AMENDMENT

8.1 This Agreement may not be amended or modified in any way except by written instrument signed by MNP.

9. SEVERABILITY

9.1 In the event that any provision(s) of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, such provision(s) will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10. GOVERNING LAW AND JURISDICTION.

10.1 This Agreement will be governed and construed in accordance with the laws of the province in which I resided at the time of my employment with MNP. Each party irrevocably consents to exclusive jurisdiction and venue in such province with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary, provisional, or interlocutory injunctive relief, which may be sought in any appropriate court with jurisdiction.

11. SURVIVAL

11.1 This Agreement survives my termination of employment with MNP (for any reason and with or without cause) and the termination of this Agreement.

Accepted and agreed to in the city of Vancouver , in the province of British Columbia .

Employee Signature 

Date 18/08/2025

Employee Printed Name Jonathan Beckwith

Schedule A:

| Category | Item | One-liner | Links | Status | Notes |
|--------------------------------------|---|---|---|--------------|---|
| Brand/Universe | Rati_AI – Whimsical AI Storytelling Agents | Umbrella for in-universe AI personas (e.g., Bob the Snake, Ratie), Matrix/Farcaster agents, and narrative tone. | | Pre-existing | Group all related social handles here. |
| Brand/Domain | Annihilism / annihilism.org | Coined term, domain, and whitepaper project reframing "nothing exists" as discovery; aphoristic v2 direction. | https://github.com/atimics/annihilism.org | Pre-existing | |
| Software | Ratichat | Multi-platform (Matrix/Farcaster) agent orchestrator with tool use and world-state. | https://github.com/atimics/ratichat | Pre-existing | Also open-source. |
| Software | CosyWorld | AI avatar framework with hierarchical models, memory, combat/evolution, and NFT integration. | https://github.com/cenetex/cosyworld | Pre-existing | Also open-source. |
| Software | Farcaster Frame coin/NFT game | Full-stack Frame centered on sending/receiving memecoins & NFTs; game anyone can play. | | WIP | |
| Software | DAO-sniffing AI trading system | DeFi-native, agentic monitoring + strategy executor. | | WIP | |
| Software | Ratitax | On-chain, AI-first refactor of tax software emphasizing RBAC/compliance. | | WIP | |
| Software | Ratitrust | On-chain, AI-first refactor of audit/trust software emphasizing RBAC/compliance. | | WIP | |
| Tokens/NFTs | SRATI (Solana) | Memecoin for Rati ecosystem; integrated into agent behavior/mint logic. | | Pre-existing | |
| Tokens/NFTs | Orbs (8,888 on Solana) | NFT collection; 1 orb + SRATI → 1:1 AI agent NFT mint mechanism. | | Pre-existing | |
| Tokens/NFTs | Intricately Carved Wooden Box / Glowing Orb | NFT collections used as airdrop anchors and on-chain identity inputs. | | Pre-existing | |
| Creative | RatiSong (EP/tracks) | Worship-adjacent AI/DeFi aesthetic project; contemplated CCLI licensing. | | Pre-existing | |
| Creative | Manga: Ratie | Whimsical cosmic-horror AI fantasy; extreme dialectics meets slice-of-life. | | Pre-existing | |
| Writing | Annihilism whitepaper v2 | Aphoristic, diagram-heavy "kill-shot" framing; discovery-not-invention stance. | https://github.com/atimics/annihilism.org | WIP | |
| Research/Persona | Void Goblin Miriquo | LLaMA 405B-based bot/persona informing RatiSong; swarm/CosyWorld-aligned logic. | | Pre-existing | |
| Research/System | Matrix AI forum (Pliny the Elder agent) | Virtual forum of autonomous AIs; humans observe only. | | Pre-existing | |
| Concept | Bitspace as a loss surface | Research note: primes as entropy minima. | | Pre-existing | |
| Employer-adjacent (flag for counsel) | Armanino/Caseware secure systems | Original vendor-grade secure stack & improved v2 aligned to IRS Pub. 1075; K8s on Azure prototypes; RBAC and data-custody separation. | | Pre-existing | Provide contracts/assignment docs for counsel review. |

| Org | Repo | One-liner | Link | License | Status | Notes |
|---------|----------------|---|---|----------------|--------|-------|
| cenetex | cosyworld | AI avatar universe; persistent, evolving agents across platforms (Final Alpha v0.0.10). | https://github.com/cenetex/cosyworld | | Public | |
| cenetex | website | website frontend. | https://github.com/cenetex/website | | Public | |
| cenetex | cometocq-app | JavaScript application template (limited public details). | https://github.com/cenetex/cometocq-app | | Public | |
| cenetex | tinychain | Complete functioning toy blockchain in Node.js. | https://github.com/cenetex/tinychain | MIT (per repo) | Public | |
| atimics | signal | C99, pure-ECS 3D game engine using Sokol; high test coverage and 60+ FPS flight physics. | https://github.com/atimics/signal | | Public | |
| atimics | rati | Decentralized AI-avatar platform on Arweave/AO for deploying and interacting with agents. | https://github.com/atimics/rati | | Public | |
| atimics | matrixbot | Matrix bot framework/codebase (agent integrations; see README). | https://github.com/atimics/matrixbot | | Public | |
| atimics | pyre | "Rati's Funeral Pyre" – utility repo for Rati project (permaweb/static app). | https://github.com/atimics/pyre | | Public | |
| atimics | chat | Chat scaffold/repo (minimal details public). | https://github.com/atimics/chat | | Public | |
| atimics | annihilism.org | Site repo for Annihilism project and whitepaper. | https://github.com/atimics/annihilism.org | | Public | |
| atimics | elysium | Experimental repo (placeholder/WIP). | https://github.com/atimics/elysium | | Public | |