

## **RIGHTS AND OWNERSHIP AGREEMENT BETWEEN LORENZO CAPALDO AND EMRI A/S**

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This agreement for the rights and ownership of intellectual property (the "Agreement") is made and effective 2023-08-11,

**BETWEEN:** **Lorenzo Capaldo** (hereinafter referred to as "the Student"), with the personal address Kagsåkollegiet 36, 2730 Herlev, CPR 150299-3255.

**AND:** **EMRI A/S** (hereinafter referred to as "EMRI"), a corporation organized and existing under the laws of Denmark, with its head office located at: Marielundvej 37A, 2730 Herlev, Denmark, CVR DK41426799.

hereinafter collectively referred to as "the Parties";

**WHEREAS**, the Company and the Student desire to collaborate on a project (the "Project") for the purpose of investigating and developing a control system for dynamic positioning of large and slowly manoeuvring marine crafts (such as cruise vessels). The control system is to be designed based on linear and nonlinear adaptive and/or self-tuning control techniques;

**WHEREAS**, the Parties have been or will be engaged in the Project, and in connection therewith wish to establish the terms and conditions under which the Project shall be conducted, and the ownership of any results, inventions, or intellectual property arising from the Project;

**NOW, THEREFORE, it is agreed as follows:**

### **1. PROJECT DESCRIPTION**

The Parties agree to collaborate on the Project described. The Project shall commence on 2023-08-28 and shall conclude on 2024-01-28 (the "Project Period").

### **2. CONFIDENTIALITY**

The Parties have previously signed an Non-Disclosure Agreement ("NDA") on 2023-07-07.

### **3. OWNERSHIP OF INTELLECTUAL PROPERTY**

**3.1** The Company shall own all rights, title, and interest in any and all results, inventions, discoveries, and intellectual property arising from the Project (the "IP"). The Student agrees to promptly disclose and assign all such IP to the Company.

**3.2** Notwithstanding the foregoing, if the company does not intend to exploit their right covered by **3.1**, the company is open to negotiate a potential transfer of ownership and rights to the IP at the end of the Project Period.

#### 4. COMPENSATION

The Student agrees to work on the Project without any monetary compensation.

#### 5. COMPLIANCE WITH LAW

This Agreement shall be governed by and interpreted in accordance with the laws of Denmark.

All disputes arising in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The arbitration shall be held in Copenhagen, Denmark.

The arbitral procedure shall be conducted in the Danish language. The arbitral award shall be final and binding on the Parties.

#### 6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Rights and Ownership Agreement as of the Effective Date.

Lorenzo Capaldo

*Lorenzo Capaldo*

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Authorized Signature

Lorenzo Capaldo

Date: 2023/08/13

EMRI A/S

By:

\_\_\_\_\_  
Authorized Signature

Morten Novak Bro  
CEO

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