

JOINT TECHNOLOGY DEVELOPMENT AND LICENSING AGREEMENT

Between

OmniSynapse Technologies, Inc.

(a Delaware Corporation)

and

NeuroCore International B.V.

(a Netherlands Besloten Vennootschap)

Effective Date: April 29, 2025

ARTICLE I - DEFINITIONS

1.1 "Affiliate" shall mean any entity directly or indirectly controlling, controlled by, or under common control with a Party.

1.2 "Background IP" shall mean any Intellectual Property owned or controlled by a Party prior to or independent of the Effective Date.

1.3 "Foreground IP" shall mean any Intellectual Property developed jointly or individually in the course of this Agreement.

1.4 "Field of Use" shall mean exclusively neural-responsive biofeedback technology for cognitive rehabilitation applications.

1.5 "Net Revenue" shall mean gross income derived from commercial exploitation, less reasonable, documented expenses incurred.

ARTICLE II - PURPOSE AND SCOPE

2.1 The Parties agree to collaborate on the design, development, and global commercialization of a joint technology platform ("Joint Platform") for the Field of Use.

2.2 The scope includes co-development of software algorithms, hardware integration, and AI model training datasets sourced from anonymized clinical trials.

ARTICLE III - GOVERNANCE STRUCTURE

3.1 Joint Steering Committee (JSC)

- Comprised of 3 representatives from each Party.
- Meets quarterly (or ad hoc) to review milestones and budget allocations.
- Decisions shall be made by supermajority (i.e., 4 of 6 votes).

3.2 Deadlock Resolution

- If the JSC reaches an impasse exceeding 30 days, the matter shall be escalated to the respective CEOs.
- If unresolved within 60 days, mediation in The Hague under ICC rules shall be mandatory before arbitration.

ARTICLE IV - INTELLECTUAL PROPERTY

4.1 Ownership

- Background IP remains with the contributing Party.
- Foreground IP created solely by one Party shall be owned by that Party, but licensed to the other under Clause 4.3.
- Jointly developed Foreground IP shall be co-owned on a 50/50 basis.

4.2 Prosecution and Maintenance

- Each Party is responsible for prosecuting and maintaining its own IP.
- Joint IP shall be prosecuted by NeuroCore, with costs shared pro rata.

4.3 Licensing

- OmniSynapse grants NeuroCore a perpetual, royalty-free, sublicensable license to its Background IP strictly within the Field of Use.
- NeuroCore grants OmniSynapse a non-exclusive, royalty-bearing license to deploy clinical datasets worldwide outside of the Field of Use.

ARTICLE V - COMMERCIAL TERMS

5.1 Revenue Sharing

- Net Revenues shall be split 60% (NeuroCore) / 40% (OmniSynapse), subject to annual audit and reconciliation.

5.2 Milestone Payments

- \$2,500,000 upon achievement of ISO 13485 certification.
- \$5,000,000 upon CE Mark approval of the Joint Platform.

5.3 Audit Rights

- Either Party may audit the other's records once per year upon 30 days' notice, at its own cost. Discrepancies exceeding 5% shall trigger full reimbursement plus 10% interest.

ARTICLE VI - TERM AND TERMINATION

6.1 Term

- Initial term: 10 years from Effective Date. Automatically renewable unless terminated under this Article.

6.2 Termination for Cause

- If a material breach is not cured within 90 days of notice, the non-breaching Party may terminate this Agreement.

6.3 Effects of Termination

- License rights granted prior to termination remain in effect for 5 years post-termination, subject to continued compliance.
- All Foreground IP jointly developed remains co-owned and exploitable by either Party.

ARTICLE VII - REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents that it:

- Has full authority to enter into this Agreement.
- Is not bound by conflicting obligations.
- Will not knowingly infringe on third-party IP.

ARTICLE VIII - INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Indemnification

- Each Party shall indemnify the other from any third-party claim arising from its breach, negligence, or willful misconduct.

8.2 Limitation of Liability

- Liability is capped at \$10,000,000, except for breaches of confidentiality, IP infringement, or indemnity obligations.

ARTICLE IX - CONFIDENTIALITY

9.1 All information marked "Confidential" or reasonably understood to be proprietary shall be protected for 10 years after termination.

9.2 Disclosure is permitted only to Affiliates, subcontractors, and legal advisors bound by similar obligations.

ARTICLE X - MISCELLANEOUS

10.1 Force Majeure - No Party shall be liable for delays due to acts beyond reasonable control.

10.2 Assignment - May not be assigned without prior written consent, except to an Affiliate or in merger/acquisition.

10.3 Entire Agreement - This document and its Exhibits constitute the entire agreement.

10.4 Governing Law - Laws of the Netherlands shall govern, excluding conflict of laws principles.

EXHIBITS

- Exhibit A: Joint Platform Technical Specifications
- Exhibit B: Development Milestones and Timelines
- Exhibit C: IP Ownership Matrix and Contribution Ledger
- Exhibit D: Dispute Escalation Flowchart
- Exhibit E: Confidential Information Handling Protocol

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

OmniSynapse Technologies, Inc.

By: _____

Name: Cynthia D. Travers

Title: CEO

NeuroCore International B.V.

By: _____

Name: Dr. Lars van Beek

Title: Chief Science Officer