

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and effective as of, March 27, 2025 (the “**Effective Date**”) by and between Rahm Sensor Development, Inc., a Florida company (the “**Company**”), which has its principal place of business at 3259 Progress Drive, Orlando FL 32826 and David Yachabach, (the “**Consultant**”), with principal place of business at 10524 SW 51st Ln Gainesville FL 32608

WITNESSETH

WHEREAS, the Company wishes to engage the Consultant as an independent contractor to perform the duties listed below and Consultant wishes to accept such engagement.

NOW, THEREFORE, for and in consideration of this Agreement, the engaging of the Consultant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT. The Company hereby engages Consultant, and Consultant accepts such engagement as an independent contractor, to provide the consulting services set forth in Exhibit A (the “**Services**”) attached hereto and incorporated herein by reference. This engagement is not exclusive, and nothing in this Agreement shall be construed to preclude the Company from soliciting or engaging others to act as consultants on behalf of the Company for similar services. It also does not preclude Consultant from soliciting or engaging other clients. Consultant also agrees to submit to the Company at regular intervals, at least bi-weekly, any and all Results of Consultant’s Services under this Agreement. The term “**Results**” means the work product resulting from Consultant’s performance of Services under this Agreement and, includes, without limitation, all market analyses, business strategies, business plans, sales and marketing plans, future product designs and feedback, data and results from user preference trials and product tests with veterinarians and potential customers and other deliverables as may arise from the Services and all documentation of work performed under this Agreement. Consultant acknowledges that all original works of authorship which are made by Consultant (solely or jointly with others) within the scope of the Services or part of any Results, and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

2. BASIC OBLIGATIONS AND DUTIES. Consultant represents and warrants that Consultant has the knowledge, skills and experience necessary to undertake the Services. Consultant agrees that during the term of this Agreement, Consultant will diligently perform Consultant’s assigned duties and abide by the provisions of the published policies of the Company that are currently in effect and as they are from time to time changed by the Company.

3. TERM. Subject to the provisions for termination hereinafter provided, this Agreement shall become effective as of the Effective Date, and shall continue until terminated as provided below or on March 26, 2026 whichever shall first occur. This Agreement shall not be automatically renewed. The Term may only be extended by written consent of both Parties.

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4. COMPENSATION. As compensation for the Services, the Company shall compensate Consultant with Payments specified below over a period of **twelve (12) months** at the rate of **\$55/hour for maximum of 10 hours a week.** Payments shall be made every 15 days upon receipt of invoice.

5. TERMINATION. This Agreement may be terminated with a five (5) day notice by either party, with or without cause. In any event, this Agreement will terminate upon the death of consultant or the inability of Consultant because of a medically determinable physical or mental disability to perform substantially all of Consultant's duties hereunder. This Agreement may also terminate upon discontinuance of business by the Company. Upon termination, all fees and reimbursements to Consultant shall be paid and provided to the date of termination.

6. CONFIDENTIAL OR PROPRIETARY INFORMATION. During the performance of any consulting services and thereafter, Consultant agrees that Consultant will not, without the prior written consent of the Company, divulge to any third party, or use for Consultant's or any third party's benefit, any confidential or proprietary information obtained as a result of the performance of Consultant's consulting services. Confidential or proprietary information shall not include information of the Company that (a) is already known by Consultant at the time of its disclosure; (b) is or becomes publicly known through no fault by Consultant; (c) is received from a third party free to disclose it to Consultant; (d) is independently developed by Consultant as evidenced by written records contemporaneously maintained; or (e) is communicated to a third party with the express written consent of the Company.

7. INVENTIONS. Consultant agrees that all inventions developed, work performed or discoveries made by Consultant in the course of the performance of Consultant's consulting Services for the Company ("**Inventions**") shall be the property of the Company. Consultant agrees to promptly disclose to the Company all Inventions and keep accurate records relating to the conception and reduction to practice of all Inventions, which records shall be the sole and exclusive property of the Company.

8. NON-COMPETITION. In view of Consultant's access to the Company's confidential or proprietary information, trade secrets and other proprietary know-how and in order to protect the same, Consultant agrees that Consultant will not, without the Company's prior written approval, provide services to any person or entity which has or is developing products or services which compete or can reasonably be anticipated to compete, either directly or indirectly, with the products or services then offered or reasonably anticipated to be offered by the Company anywhere in which the Company is currently, or was during the immediately preceding twelve (12) month period, engaged in active business. The obligations of this Section 8 shall continue during the term of this Agreement and for a period of 12 months after the termination of this Agreement (the "**Restricted Period**").

9. NON-SOLICITATION AND NON-DISPARAGEMENT.
 (a) During the Restricted Period, Consultant will not, without the Company's prior written consent, solicit or encourage any person who is or was employed during the period of

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Consultant's engagement by the Company to accept employment with another person or company.

(b) Consultant and Company both agree not to make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company or Consultant, their officers, directors, employees, business, services or products.

10. REPRESENTATION AND WARRANTY; Consultant warrants that everything delivered to the Company under this Agreement shall be original work or shall be based on third party documents and materials provided by Company. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

11. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Consultant and the Company. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor. Except as provided herein, neither party shall have any power or authority to bind or commit the other. Consultant shall pay all taxes of any kind whatsoever which arise from the compensation paid to Consultant hereunder and shall indemnify and hold the Company harmless from failure to pay such taxes.

12. INDEMNIFICATION. Consultant will indemnify and hold the Company and its affiliates and their successors and respective officers, directors, employees, and agents, harmless, and will defend the Company against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise, directly or indirectly, from (i) infringement and/or disclosure of any confidential information or proprietary rights of third parties utilized by Consultant in performing the Services, (ii) acts or omissions of Consultant, (iii) an alleged failure by Consultant to satisfy Consultant's tax or withholding obligations, (iv) breach of any term or condition of this Agreement by Consultant, or (v) any claims by Consultant's employees or subcontractors, if applicable.

Company will indemnify and hold the Consultant harmless, and will defend the Consultant against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise, directly or indirectly, from (i) infringement and/or disclosure of any confidential information or proprietary rights of third parties utilized by Company and shared with Consultant in performing the Services, (ii) acts or omissions of Company, or (iii) breach of any term or condition of this Agreement by Company.

13. SEVERABILITY. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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14. ENTIRE AGREEMENT; MODIFICATION. The Agreement and the exhibits attached hereto embody the entire agreement between the Company and Consultant relating to the subject matter hereof and thereof. This Agreement may be changed, modified or discharged only if consented to in writing by both parties.

15. GOVERNING LAW. This Agreement shall be governed by and according to the laws of the State of Ohio without regard to its conflicts of law rules.

16. BENEFIT. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors and assigns.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

RAHM SENSOR DEVELOPMENT, INC

DocuSigned by:
By: Vik Ramprakash
Name: Vik Ramprakash
Title: CEO

Date: 3/27/2025

David Yachabach

DocuSigned by:
By: David Yachabach
Name: David Yachabach
Title: Consultant

Date: 3/27/2025

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EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant will work with the Company as Product Development Consultant will support the Company and project teams on the following:

Neo- Guardian UX Consultant

- Meet with NICU staff and parents to understand their daily routines, frustrations, and ideal features for monitoring babies.
- Gather input on what information they need and how they'd prefer to receive it.
- Translate feedback into clear app requirements and experience goals.
- Help define what the Neo-Guardian app should display — vital signs, alerts, trends, camera views, etc.
- Work with our design team to sketch and review early versions of the app interface

Neo-Gurdian Study Design and Protocol Development

- Oversee the design of a clinical or preclinical study protocol and business plan to validate RAHM sensors for neonatal use.
- Work with hospital staff to identify appropriate study environment (NICU, simulation lab, etc.) and control equipment (ECG, impedance pneumography, etc.) to serve as ground truth.
- Collaborate with the Rahm team to set up the Neo-Guardian device in the NICU and oversee data collection, ensuring accurate comparison between the RAHM sensor and standard monitoring equipment.

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between **David Yachabach (“DY”)** and **Rahm Sensor Development, Inc. (“RAHM”)** (referred to individually as a “Party” or collectively as the “Parties”).

WHEREAS **DY** and RAHM have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, software, computer code, algorithms, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and/or confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of five (5) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party’s right to develop independently or acquire products without use of the other Party’s Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

CONFIDENTIAL

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

David Yachabach

RAHM SENSOR DEVELOPMENT, INC.

DocuSigned by:

David Yachabach

3916EC45812A4E8...
Signature

David Yachabach

Printed Name

Consultant

Title

3/27/2025

Date

DocuSigned by:

Vik Ramprakash

12EB3DC3E80F4AB...
Signature

Vik Ramprakash

Printed Name

CEO

Title

3/27/2025

Date

CONFIDENTIAL