

## EXCLUSIVE IP LICENSE AGREEMENT

This Exclusive IP License Agreement ("Agreement") is made as of May 27, 2025 (the "Effective Date") by and between:

Licensor: ZEAM Foundation LLC, a Delaware limited liability company, with its principal place of business at 8 The Green STE B, Dover, DE 19901 ("Licensor"); and

Licensee: ZEAM Labs LLC, a Delaware limited liability company, with its principal place of business at 8 The Green STE B, Dover, DE 19901 ("Licensee").

## RECITALS

A. Licensor owns and controls all right, title and interest in and to certain intellectual property concerning the ZEAM architecture (the "ZEAM IP").

B. Licensee desires to obtain, and Licensor is willing to grant, an exclusive license to the ZEAM IP, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. Definitions

1.1 ZEAM IP means all intellectual property rights (now existing or hereafter acquired or developed) relating to the ZEAM architecture, including, but not limited to, the Immutable Core; the Protocol Set; all patents, patent applications, invention disclosures and improvements thereto; all copyrights and copyrightable works, including source code, object code, documentation, diagrams, flow-charts, technical manuals and user guides; all trade secrets and data; and any other related technical specifications or artifacts.

1.2 Affiliate means, with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with such person.

1.3 New Entity means any corporation, partnership, limited liability company, trust, joint venture, subsidiary or other legal entity, whether for-profit or not-for-profit, formed or acquired by Licensee or any Affiliate after the Effective Date to develop, exploit, commercialize or derive value from the ZEAM IP or Licensed Products.

1.4 Licensed Products means all products, services and derivative works that incorporate, implement or otherwise embody the ZEAM IP.

1.5 Gross Revenues means all gross revenues actually received by Licensee or any New Entity from sales of Licensed Products or from the operation or exploitation of the ZEAM IP, without deduction.

## 2. Grant of License

2.1 License Grant. Subject to full compliance with this Agreement, Licensors hereby grants to Licensee, for the Term and in the Territory, an exclusive (even as to Licensors), sublicensable right and license to develop, manufacture, market, distribute, adapt and otherwise exploit Licensed Products incorporating the ZEAM IP.

2.2 Field of Use. Blockchain- and AI-driven governance and cognition systems.

2.3 Sublicensing. Licensee may not grant any sublicense under this Agreement without Licensors' prior written consent. Any sublicense agreement must incorporate all covenants, restrictions and enforcement rights set forth herein.

## 3. Consideration (Equity & Revenue Share)

3.1 Equity Carve-Out. Licensee and each and any New Entity shall ensure that, at or prior to such entity's formation or acquisition, no less than a five percent (5%) equity interest is issued to Licensors (or its designee). That interest shall be non-dilutable and senior to any subsequent equity issuance, options, convertible instruments or similar rights.

3.2 Revenue Share. Licensee and each and any New Entity shall pay to Licensors twenty percent (20%) of Gross Revenues derived directly or indirectly from Licensed Products or from the operation or exploitation of the ZEAM IP, payable quarterly within thirty (30) days after the end of each calendar quarter, together with a statement certified by an officer of the paying entity.

3.3 Board Seat. Licensee shall ensure that Licensors has the right to designate one (1) individual as a full voting member of the board of directors or managers of Licensee and of each and any New Entity. Licensee shall take all actions necessary to maintain that designee in such role for as long as this Agreement remains in effect; that Board Seat shall be non-dilutable and non-reversible.

3.4 Insurance. Commencing on the first day after Licensee's Gross Revenues for any consecutive twelve-month period equal or exceed \$50,000 (the "Labs Threshold"), Licensee shall, at its sole cost and expense, maintain and cause each New Entity to maintain, with insurers having an A-rating or better, the following coverages in amounts and on terms that are commercially reasonable and customary for companies of similar size and risk in the blockchain/AI software industry:

- Directors' & Officers' Liability insurance covering Licensors' board designee; and

- Commercial General Liability insurance.

Licensee shall review these coverage amounts annually and may adjust them upward or downward by mutual written agreement with Licensor. Licensee shall furnish Licensor certificates of insurance evidencing compliance within thirty (30) days after first hitting the Labs Threshold and upon each renewal, and shall deliver certificates for each New Entity within thirty (30) days after formation or acquisition and upon each renewal.

#### **4. Licensee Covenants**

4.1 Non-Amendment Covenant. Licensee covenants that it shall not amend, restate or otherwise alter its organizational documents in any manner that conflicts with the terms of this Agreement without Licensor's prior written consent. Any such amendment shall be deemed a material breach.

4.2 Assignment & Transfer Controls. Licensee shall not, directly or indirectly, assign, pledge, transfer or otherwise dispose of (a) this Agreement or any rights or obligations hereunder, or (b) any membership interest or equity interest in Licensee, without Licensor's prior written consent. Any purported assignment, pledge, transfer or disposal in violation of this Section shall be null and void and shall constitute a material breach, triggering automatic termination under Section 4.4.

4.3 New Entity Compliance. Licensee shall not form or permit the formation of any New Entity without concurrently delivering to Licensor evidence of compliance with Sections 3.1, 3.2 and 3.3, and without incorporating in that entity's organizational documents the equity issuance, revenue share and Board Seat provisions set forth herein. Failure to do so shall constitute a material breach.

4.4 Automatic Termination. Upon any material breach of Section 4.1, 4.2 or 4.3, this Agreement and all licenses granted hereunder shall terminate immediately and automatically, without penalty or further notice.

4.5 Non-Circumvention. Licensee shall not, directly or indirectly, through any corporate restructure, asset transfer, Affiliate, subsidiary, joint venture, New Entity, trust or other entity or transaction, seek to evade, limit or diminish any obligation under Sections 3 or 4 of this Agreement. Any purported action or arrangement designed to circumvent these obligations shall be null and void ab initio and constitute a material breach, triggering automatic termination under Section 4.4.

#### **5. Ownership & Control of ZEAM IP**

Licensor retains all right, title and interest in and to the ZEAM IP, including the Immutable Core and Protocols. Licensee acknowledges that the Immutable Core and Protocols are unalterable, may not be amended, revoked, assigned, sublicensed, encumbered or otherwise transferred by Licensee, and that any purported amendment, transfer or challenge shall be null and void ab initio and constitute a material breach of this Agreement. Nothing in this

Agreement shall confer on Licensee any ownership rights in the ZEAM IP beyond the license rights expressly granted herein.

## **6. Term & Termination**

6.1 Term. This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

6.2 Termination for Breach. In addition to Section 4.4, either party may terminate this Agreement upon a material breach by the other party that remains uncured fifteen (15) days after written notice, or upon the insolvency or dissolution of the other party.

6.3 Effect of Termination.

(a) Licensee and any New Entity shall immediately cease all use of the ZEAM IP and recall all Licensed Products.

(b) Sections 1, 3.1–3.4, 4, 5, 6.3, 7, 8.2, 9, 10, 11 and 13 shall survive any expiration or termination.

## **7. Quality Control**

7.1 Licensee shall implement reasonable quality-control procedures to ensure that all Licensed Products faithfully implement the ZEAM IP and reference the Immutable Core documentation as set forth in Exhibit A.

7.2 Licensors may audit Licensee's compliance with this Section once per calendar year upon ten (10) business days' notice.

## **8. Confidentiality**

Each party shall keep confidential all non-public information disclosed by the other and use it only to perform under this Agreement.

## **9. Warranties & Disclaimers**

9.1 Licensors' Warranty. Licensors warrants that it owns the ZEAM IP and has full power to grant the licenses herein.

9.2 Disclaimer. Except as expressly set forth in Section 9.1, all other warranties, express or implied (including merchantability, fitness for a particular purpose and non-infringement), are disclaimed to the maximum extent permitted by law.

## **10. Indemnification**

10.1 By Licensee. Licensee shall indemnify, defend and hold harmless Licensors from and against any third-party claims arising out of Licensee's or any New Entity's

manufacture, marketing or sale of Licensed Products, including attorneys' fees and costs.

10.2 By Licensor. Licensor shall indemnify Licensee against any claim that use of the unmodified ZEAM IP infringes a third party's U.S. patent, copyright or trademark, provided Licensee gives prompt notice and control of the defense to Licensor.

## **11. Audit Rights**

Licensor may audit Licensee's books and records relating to Gross Revenues once per year, during normal business hours and upon reasonable notice, to verify payments. Any underpayment discovered shall be paid within ten (10) days, together with interest at 1.5% per month.

## **12. Injunctive Relief**

Licensee acknowledges that breach of Section 4 would cause Licensor irreparable harm for which monetary damages would be inadequate. Accordingly, Licensor shall be entitled to seek injunctive relief in addition to any other remedies.

## **13. Miscellaneous**

13.1 Governing Law & Venue. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The parties submit to exclusive venue in the Delaware Court of Chancery.

13.2 Notices. All notices under this Agreement shall be in writing and sent to the addresses set forth above (or as updated by notice).

13.3 Entire Agreement. This Agreement (including all exhibits) constitutes the entire understanding of the parties and supersedes all prior agreements relating to the subject matter hereof.

13.4 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

13.5 Severability. If any provision is held unenforceable, the remainder shall remain in full force and effect.

13.6 Survival. Sections 1, 3.1-3.4, 4, 5, 6.3, 7, 8.2, 9, 10, 11 and 13 shall survive any expiration or termination of this Agreement.

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

LICENSOR: ZEAM Foundation LLC

By: Samuel Cooper Kimzey

Name: SAMUEL COOPER KIMZEY

Title: Managing Member

LICENSEE: ZEAM Labs LLC

By: Samuel Cooper Kimzey

Name: SAMUEL COOPER KIMZEY

Title: Managing Member