

LEARNDX AUTHOR TERMS AND CONDITIONS CONTENT CREATION AGREEMENT

This Services Agreement (“Agreement”) is made on **the date as listed from the Submission Form** (the “Effective Date”) between **NEURO SYMBIOTIC TECHNOLOGIES INC** (“Customer”), and **the Content Creator as listed in the Submission Form** (“Content Creator”). The Customer and Content Creator are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

Customer wishes to retain Content Creator to provide content creation services for creating educational content, videos, lessons, outlines, and any other related teaching materials and providing input on educational content for its learning software, such as, but not limited to, content hosted on LearnDx (collectively the “Services” as defined below), and the Content Creator agrees to provide Customer the Services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Services.

- (a) Content Creation Services.** Content Creator will perform Services and create and provide certain deliverables and Work Product (as defined in Section 3. hereof) as more particularly set forth below. The Content Creator acknowledges and agrees it may also be referred to as an ‘Academic Author’ in Customer’s promotional, instructional, and other related company materials. Failure to perform all the Services as required under this Agreement shall constitute a material breach of this Agreement. Content Creator will determine the method, details, and means of performing the Services.

For every twelve (12) months, the Content Creator agrees to (i) create and submit to Customer ten (10) video lessons prior to the start of a school year or semester, each ranging a minimum of two (2) minutes and maximum of ten (10) minutes (“Authored Content”); and (ii) review and approve ten (10) fundamental lessons created by the Customer (“Academic Peer Review & Approval”). Authored Content and Academic Peer Review & Approval prepared by Content Creator each calendar year are collectively referred to as Annual Deliverables. The Content Creator agrees to use best efforts to deliver Authored Content which is the most valuable and greatest in educational effectiveness as determined by student commentary/reaction, the responses of their peers, and their experiences in education.

Authored Content. Authored Content may include White Board recording, Slideshow recording, or Talk to the camera recording features. Any remake and/or remaster of the Content Creator’s original Authored Content for the purpose of updating such Authored Content may be counted towards the overall ten (10) video lessons if written permission is given to do so and such updates are approved by the Customer. Content Creator acknowledges time is of essence for the submission of Authored Content and agrees that it will submit all the Authored Content prior to the start of a school semester.

Reviewed Content. Content Creator explicitly acknowledges that there is no obligation on the Customer to use any comments from Content Creator's Academic Peer Review & Approval; and it is in the sole discretion of the Customer to use, publish, and/or otherwise dispose of Comments in relation to Academic Peer Review & Approval.

- (b) **Review and Acceptance of Work Product.** Upon delivery, Customer will review the Services and Work Product to confirm that it meets Customer's reasonable business requirements and complies with the specifications set forth herein. Customer will notify Content Creator of any deficiency, and Content Creator will use its best efforts to correct said deficiencies and redeliver the Services and/or Work Product within four (4) weeks.
- (c) **Offensive or Off Topic Authored Content:** Content Creator agrees that Customer may, at its sole discretion, remove any content found to be offensive, off topic or otherwise harmful to the reputation of Customer, fellow Content Creators, or Users.
- (d) **Subcontractors.** Content Creator shall not subcontract any of its obligations under this Agreement or any Services to any third party or other independent contractors or consultants without Customer's prior written approval. If written approval is provided by the Customer, Content Creator agrees to remain liable for all responsibilities and obligations of Content Creator under this Agreement, even if some responsibilities and obligations are performed by subcontractors that have been approved by Customer.
- (e) **Compliance with Laws; Permits and Licenses.** Both parties agree to operate in full compliance with all governmental laws, regulations and requirements applicable to the performance of this Agreement.
- (f) **Use Pledge.** Content Creator acknowledges and agrees that he/she/it is providing content creation services under the Agreement, and is not required to market LearnDx, or any of Customer's other learning software(s), as part of performing the Services contracted under this Agreement.
 - (i) In the event that Content Creator decides to inform or solicit its students to use Customer's learning software for or as part of its students' course materials, Content Creator agrees to only do so if he/she/it determines Customer's learning software is appropriately suited for its students' learning needs. The Content Creator agrees to the following Use Pledge:

“I hereby agree that the use of LearnDx in my classroom shall not be mandatory course material. The use of LearnDx may be listed as “course material” or “suggested course material.”
 - (ii) In the event that Content Creator decides to integrate Customer's learning software for or as part of its students' mandatory course materials, Content Creator agrees to only do so for the content authored and created by the Content Creator and only after he/she/it comprehensively has evaluated and determined such content delivered via Customer's learning software is appropriately suited for its students' learning needs.
 - (iii) The Content Creator agrees to disclose the following statement if required by local, state/provincial, and/or federal laws and regulations and any other

applicable requirements in accordance with their educational institution:

“I am an Academic Author for LearnDx Publishing and receive all honorarium thereupon granted. I am an active donor to the LearnDx Global Development Fund through distribution of my Limited-Edition content for students in developing countries.”

- (iv) If further disclosure may be required, the Content Creator shall notify the Customer and promptly disclose such information to the Customer.

2. Fees and Expenses; “Honoraria”, “Honorarium”

- (a) **Fees and Payment; “Honoraria”, “Honorarium”.** As full and complete compensation for the Services, Customer shall pay Content Creator the fees (the “Fees”) as specified below. Content Creator acknowledges that any and all “Fees” may also be referred to as honoraria or honorarium in Customer’s promotional, legal, and/or reference material from the Customer and may include but are not limited to: fees for Academic Peer Review & Approval training related fee, and fees for Authored Content as specified in Section 1, Services.

Content Creator will be paid:

- (1) Flat Training and Content Fee. A flat fee of \$100 for the first-year training and the first-year Annual Deliverables (“Flat Training and Content Fee”) created by Content Creator and accepted by the Customer.

The Flat Training and Content Fee shall be paid within 30 days of receipt of the annual Authored Content and after LearnDx Training in Learning Technologies Session.

AND

- (2) Revenue Sharing Fee. Revenue sharing fees, including the Limited-Edition Revenue Sharing Fee and Global Edition Revenue Sharing Fee as set forth below, subject to a minimum payout trigger for each Payment Period (as defined below) and further subject to Shared Promotional Usage and LearnDx Global Development Fund.

- (i) Limited Edition Revenue Sharing Fee. Fifteen percent (15%) of sales revenue generated by each limited-edition content, where such content is authored exclusively by the Content Creator. This fee shall increase to a rate of Twenty-Five percent (25%) if the agreement is signed within 14 calendar days of being discussed with or sent to Content Creator. For the avoidance of doubt, if any part(s) of the Authored Content submitted by Content Creator are used as part(s) of or are incorporated into other Customer materials or content, such derivative work shall not be subject to Limited Edition Revenue Sharing Fee.

(ii) Global Edition Revenue Sharing Fee. Up to Fifteen percent (15%) of sales revenue generated by each global edition content, divided amongst the total number

of contributing authors (with the denominator rounded up to the nearest hundreds), where such content is authored by multiple authors who contributed to such global edition content.

(iii) **Payout and Payout Trigger; Payment Reset:** At the end of each calendar year on Dec 31st, the above Revenue Sharing Fee shall be paid out to the Content Creator if and when the total Revenue Sharing Fee reaches \$200 USD (“Payout Trigger”) for such calendar year (“Payment Period”). If the Payout Trigger is not met for any Payment Period, the Revenue Sharing Fee for such calendar quarter shall carry over to the following Payment Period(s) till the Payment Trigger is reached. If the payout trigger of \$200 is not met after two years, this carryover amount shall reset to zero and Content Creator acknowledges and agrees any such fees shall become null and void.

(iv) **Early Payout Request:** Content Creator may request early payout if Payout Trigger is met earlier in the calendar year; provided however, Content Creator acknowledges and agrees that Customer is under no obligation to honor and/or process Early Payout Requests.

- (b) **Shared Promotional Usage:** Content creator agrees that one (1) out of ten (10) pieces of Authored Content may be shared on other editions such as the Limited edition of other LearnDx authors free of any additional revenue sharing or additional fees paid to Content Creator. Content creator shall also allow other authors Shared Promotional Lessons, one (1) out of ten (10), to be placed on their Limited-Edition version.
- (c) **LearnDx Global Development Fund:** Content Creator agrees that for every one (1) subscription to their Limited Edition that the Customer may deliver one (1) subscription free of charge to a student in a developing country. This process of delivering content shall be known as the LearnDx Global Development Fund and Content Creator agrees that this process shall be free of any additional revenue sharing or additional fees paid to Content Creator.
- (d) **Expenses.** Both parties acknowledge there are no expenses intended to be incurred by the Content Creator for the purpose of performing Services. Reimbursable expenses incurred directly for the purpose of performing Services, if any, must be expressly approved in advance and in writing by Customer.
- (e) **Taxes.** Content Creator is solely responsible for paying any due taxes, including estimated taxes, incurred because of the compensation paid by Customer to Content Creator for the Services under this Agreement. This includes, but is not limited to, any federal, state or local income taxes, social security or unemployment tax, or any other taxes. Content Creator agrees to indemnify and hold Customer, its affiliates, and their officers, directors, shareholders, employees and agents, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Customer as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Content Creator of any tax or contribution based on compensation paid hereunder to Content Creator or because Customer did not withhold any taxes from compensation paid hereunder.

3. Ownership of Work Product.

- (a) **Work for Hire.** All document, video, data, files, reports or other deliverables that are (a) conceived, developed or created in connection with the performance of the Services, such as Authored Content and Content Comment, or (b) have been or will be paid for by Customer (collectively the “Work Product”), including the copyright in such Work Product, shall be considered “work made for hire” and, therefore, all right, title and interest therein (including copyrights) will vest exclusively in Customer. For purposes of this Agreement, “Work Product” shall include all original works of authorship created in whole or in part by Content Creator and all inventions discovered in whole or in part by Content Creator pursuant to this Agreement (whether or not patentable), including, but not limited to, written articles, written edits, research results, data, materials, documentation, computer programs, images, film, audio, video, artistic works, including all worldwide rights therein under any patent, copyright, trade secret, trademark, confidential or proprietary information, or other property right, whether prior to the date of this Agreement or in the future. If any of the Work Product may not, by operation of law or otherwise, be considered work made for hire by Content Creator for Customer, or if ownership of all rights, title, and interest of the intellectual property rights therein will not otherwise vest exclusively in Customer, Content Creator hereby irrevocably assigns to Customer without further consideration, and upon the future creation thereof automatically assigns, ownership of and all right, title and interest in all Work Product to Customer. Customer will have the right to obtain and hold in its own name patents, copyrights, registrations, and any other protection available as may be necessary or desirable to transfer, perfect, and defend Customer’s ownership of the Work Product. Content Creator agrees to fully and promptly cooperate with all reasonable requests by Customer to evidence ownership by Customer of such Work Product. None of the Work Product shall be used by Content Creator on any other project or with any other client except with Customer’s prior written consent. Content Creator acknowledges and agrees that the Fees and Expenses described and paid by Customer in this Agreement is valid consideration for the assignment of Work Product as provided for herein. Content Creator shall also promptly prepare and deliver to Customer any memoranda requested by Customer in connection with the Work Product.
- (b) **Original Authorship and Right to Use Third-Party Materials.** Content Creator represents and warrants to Customer that: (a) all Work Product produced pursuant to this Agreement will be an original work of authorship, invention, development or discovery by Content Creator, and will not incorporate or be based on any Third-Party Materials (as defined herein) without the express prior written consent of Customer; (b) to the extent that any Third-Party Materials may be contained in the Work Product that Content Creator intends to deliver to Customer, Content Creator will so notify Customer in writing in advance of delivering such Work Product, and Customer will be entitled in its sole discretion to accept or reject the use of such Third-Party Materials and Work Product; and (c) Content Creator will have the legal right and authority to use and license such Third-Party Materials to Customer in accordance with this Agreement. As used herein, “Third-Party Materials” means works, inventions, developments, discoveries, or information belonging to any third party. Content Creator hereby grants to Customer an irrevocable, nonexclusive, worldwide, royalty-free license to use, reproduce, and distribute (internally and externally) copies of, prepare derivative works based upon, and

otherwise commercially exploit any Third-Party Materials which may be contained in the Work Product.

- (c) **Media Release.** Content Creator hereby irrevocably permits, authorizes, and licenses Customer, to use and distribute, and permit others to use and distribute, its name, its likeness, its appearance, its voice, its professional and personal biographical information, other personal characteristics, in materials created by or on behalf of Customer that incorporate any of the foregoing, in connection with the Services, Work Products, derivatives of Work Products, and advertising and promotion of the Work Product and advertising, publicity, and promotion of the Company and its affiliates and their businesses, products, and services, on a perpetual basis throughout the world, in any medium or format whatsoever whether now existing or hereafter created, including without limitation internet streaming and downloading, websites, social media platforms, mobile applications, other digital transmission methods, and print publications, on any platform whatsoever whether now existing or hereafter created, including without limitation computers, internet, and mobile devices, direct mail, and other advertising and promotional platforms and methods, without further consent from or any royalty, payment, or other compensation to Content Creator except as expressly provided in this Agreement.
- (d) **Assignment of Subcontractor's Work Product.** If any part of the Work Product is the work of a contractor or consultant retained by Content Creator (as may be permitted pursuant to Section 1(c) of this Agreement), then Content Creator shall require such contractor or consultant to execute a written assignment agreement so as to secure for Customer the exclusive ownership in the Work Product. Content Creator shall not permit any subcontractor or consultant to perform any Services hereunder until they have entered into the written assignment agreement.

4. Content Creator Warranty.

- (a) Content Creator warrants and represents that (a) it is qualified to perform the Services; (b) all the Services shall be performed by qualified personnel, who will be properly supervised; (c) the Services shall be performed in a professional and workmanlike manner in strict accordance in all material respects with the terms of this Agreement and the specifications, requirements and time schedules set forth herein, and in accordance with any applicable commercial standards generally observed in Content Creator's industry, (d) that the Services and Work Product shall be free from material errors and faults; and (e) that the Services and Work Product shall not be prepared, conducted, and/or reviewed on equipment, computer, or other tools owned by third-parties.
- (b) Content Creator further warrants and represents that (a) its performance of the Services will not violate any proprietary rights of any third parties including, without limitation, patents, copyrights or trade secrets, (b) its providing the Services to Customer will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligation or confidential relationship which it may have to or with any third party, and (c) any information Content Creator may supply Customer or utilize in performing the Services will have been lawfully obtained.

5. Confidential Information.

- (a) **Confidential Information.** Content Creator acknowledges that by reason of its relationship to the Customer hereunder, Customer may disclose or provide access to the Content Creator certain Confidential Information. “Confidential Information” shall mean (a) information concerning the Customer’s products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of the Customer and its affiliates that may be at any time furnished, communicated or delivered to the Content Creator, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at the Customer’s facilities; and (d) all other non-public information provided by the Customer hereunder. It is intended that information as described in this section is deemed Confidential Information whether it is identified or labeled as such. All Confidential Information shall remain the exclusive property of the Customer.
- (b) **Use of Confidential Information; Standard of Care.** Content Creator shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees who have a need-to-know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive than this Agreement. Content Creator shall always remain responsible for breaches of this Agreement arising from the acts of its employees. Content Creator shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Content Creator shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Customer’s Confidential Information for any other purpose or for the benefit of any third party. No Confidential Information furnished to the Content Creator shall be duplicated or copied except as may be strictly necessary to effectuate the purpose of this Agreement.
- (c) **Exceptions; Required Disclosures.** Confidential Information does not include information that: (a) was lawfully in Content Creator’s possession before receipt from Customer, as established by competent evidence; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Content Creator, or (c) is received by Content Creator from a third party free to make such disclosure without, to the best of Content Creator’s knowledge, breach of any legal or contractual obligation. If Content Creator is confronted with legal action to disclose Confidential Information received under this Agreement, it shall, unless prohibited by applicable law, provide prompt written notice to the Customer to allow Customer an

opportunity to seek a protective order or other relief it deems appropriate, and Content Creator shall reasonably assist Customer in such efforts. If disclosure is nonetheless required, Content Creator shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

- (d) **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event Content Creator discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify Customer; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. Content Creator agrees and acknowledges that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to Customer for which there may be no adequate remedy at law. In such event Customer shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.
- (e) **Return of Confidential Information; Survival.** Content Creator shall promptly return or, at Customer's option, certify destruction of all copies of Confidential Information at any time upon request or within 30 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Content Creator's obligations to protect the Confidential Information pursuant to this Section will survive for five years after the expiration or earlier termination of this Agreement.

6. Indemnification.

- (a) **Indemnification.** Content Creator shall defend, indemnify and hold Customer, its affiliates, and their respective officers, directors, shareholders, employees and agents harmless from and against any claims, actions, demands, lawsuits, losses, damages, costs, expenses, judgments, fines, penalties, and liabilities (including reasonable attorney's fees and courts costs) incurred in connection with any third-party demands, assertions, claims, suits, actions or other proceedings: (a) alleging the Services or Work Product violate any applicable law, rule, regulation or judicial order; (b) alleging that the Services or Work Product or any use of the Services or Work Product infringes any third-party's patent, trade secret, copyright, trademark or other intellectual property right or misappropriates a third-party's confidential information; or (c) arising from or relating to the Services or the Work Product or any Third-Party Materials utilized in the performance of the Services (in each case a "Claim"), except to the extent such Claim is caused by Customer's willful misconduct or gross negligence.
- (b) **Procedures for Indemnification.** Promptly after receipt of any written Claim or notice of any action giving rise to a Claim for indemnification, Customer will provide Content Creator with written notice of the Claim or action. Customer will provide Content Creator with reasonable cooperation and assistance in the defense or settlement of any Claim, and grant Content Creator control over the defense and settlement of the Claim. However, Customer shall be entitled to participate in the defense of the Claim and to employ counsel at its own expense to assist in the handling of the claim, and Content

Creator will ensure that its counsel reasonably cooperates with and permits participation by Customer's counsel. Content Creator will not consent to any judgment, attachment or lien or any other act adverse to the interests of the Customer without Customer's prior consent. If Content Creator fails to assume the defense of a Claim or Customer reasonably determines that Content Creator has failed to diligently assume and maintain a prompt and vigorous defense of any Claim, Customer may assume sole control of the defense of any Claim and all related settlement negotiations with counsel of its own choosing, and Content Creator will pay all costs and expenses (including reasonable attorneys' fees) incurred by Customer in such defense within thirty (30) days of each of Customer's written requests.

7. **Term.** This Agreement shall commence on the Effective Date and thereafter shall remain in effect until terminated by either Party as set forth in Section 8 of the Agreement.

8. Termination.

- (a) **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured for thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party. In the event the Customer terminates this agreement for breach, all Revenue Sharing Fees shall cease as of the effective date of the termination.
- (b) **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365).
- (c) **Termination for Convenience.** Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.
- (d) **Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Upon termination, Content Creator shall deliver all Work Product completed and in progress which have yet to be delivered to the Customer, and return the Customer's Confidential Information that is in its possession, or if requested by the Customer, certify destruction of Customer's Confidential Information.

In the event of a termination of convenience by either party pursuant to Section 8 (c)

above, all Honoraria, Honorarium (Fees and Expenses) shall be paid out according to the obligations in section 2 of this Agreement; provided however, if the payout trigger is NOT met at the time of the effective date of the termination, Content Creator agrees this amount shall be set to zero and become null and void.

- 9. Independent Contractor.** Content Creator and its employees, personnel, and permitted contractors performing any Services on behalf of Customer under this Agreement are independent contractors and not employees of Customer. Content Creator is not an agent of the Customer and shall have no right or authority to make any contract, sale or other agreement in the name of or for the account of the Customer, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the Customer. Content Creator will be responsible for any applicable payment and withholdings of any salary, benefits, incentives, and any other compensation or taxes relevant to its personnel. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
- 10. Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. Should a Party experience a force majeure event, it shall take reasonable measures to mitigate any impact that such event has on its performance of this Agreement, and shall take all reasonable steps to perform despite such event. If Content Creator's performance is delayed over thirty (30) days, Customer may terminate this Agreement.
- 11. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.
- 12. Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
- 13. Assignment.** Content Creator may not assign or transfer any right or obligation under this Agreement without the prior written consent of Customer, which consent shall be at Customer's sole discretion. Any assignment without Customer's written consent shall be null and void. Content Creator hereby consents to Customer's assigning this Agreement in whole

or in part. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties.

- 14. Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 15. Headings; Construction.** The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
- 16. Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- 17. Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
- 18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
- 19. Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the address set forth on the signature page or to such other address as such Party shall specify by like notice hereunder:
- 20. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- 21. Entire Agreement; Modification.** This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any

part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below

CUSTOMER

NEURO SYMBIOTIC TECHNOLOGIES INC

Signature: _____
 Name: Roy Arogyasami
 Title: Chief Executive Officer, NeuroSymbiotic Technologies
 Date: as listed in submission Form
 Address: Neuro Symbiotic Technologies Inc
 16192 Coastal Hwy
 Lewes, De 19958
 Email: Info@LearnDx.com (or Roy@LearnDx.com)

CONTENT CREATOR

Initials/Signature: As confirmed by filling out, initialing, clicking agreement checkbox, and clicking Submit on: I agree to the LearnDx Author Terms & Conditions - Agreement
 Name: As listed in Submission Form_
 Date: As listed in Submission Form_
 Address: As listed in Submission Form_
 Email: As listed in Submission Form_