

UNC CLINICAL PROGRAMS
102 RIDGE ROAD, CHAPEL HILL, NC 27514 (919) 962-2888
ENGAGEMENT LETTER

We are pleased that you have decided to retain the UNC Clinical Programs (the “UNC Clinic”) on behalf of International Regulatory Information Systems, Inc. Please review this engagement letter carefully. If this engagement letter is not consistent with your understanding of our engagement in any respect, or if you have any questions regarding the nature and terms of our engagement, please contact us promptly, so that we can address your concerns at the outset.

TERMS OF ENGAGEMENT

1. Scope of Work. **International Regulatory Information Systems, Inc.** (“Client”), hereby retains the UNC Clinical Programs (the “UNC Clinic”) to undertake the following legal projects (the “Projects”):

- Research federal and North Carolina trade secret law to prepare a strategy to secure relevant intellectual property.
- Research federal copyright law to prepare a strategy to secure relevant intellectual property.
- Conduct preliminary trademark clearance searches for the “IRI-Sys” mark and the blue circle logo mark, and variations thereof, and if requested, prepare and file trademark application(s) for the aforementioned marks on Client’s behalf.
- Review and revise the user agreement to ensure inclusion of an appropriate license for subscribers to utilize Client’s products.

2. Service Exclusions. Client understands that the UNC Clinic will not provide services or advice in connection with patent, dispute, or litigation matters. Client specifically acknowledges that this agreement does not require the UNC Clinic to appeal administrative decisions or to handle unrelated matters. Client understands that the UNC Clinic will not opine on matters related to UNC’s inventorship and ownership policy regarding Client’s application due to UNC Clinic’s affiliation with UNC. Client understands that the relationship between Client and the UNC Clinic regarding each trademark will terminate after the trademark filing, if any, proceeds to registration, meaning that the UNC Clinic will not be responsible for the maintenance of such trademarks thereafter.

3. No General Representation. Client understands that this agreement does not require the UNC Clinic to handle matters other than the Projects listed above; any additional matters must be agreed to in writing by Client and the UNC Clinic.

4. Fees and disbursements. The UNC Clinic will not charge Client any fee for legal services provided. However, Client has been informed, and understands, that Client shall be responsible for payment of any government filing fees associated with the Projects.

5. Student Representation. Client has been informed, and fully understands, that the Projects will be handled primarily by certified law students working under the supervision of one or more supervising attorneys from the UNC Clinic. Client understands that law students will represent

Client as an opportunity to gain legal knowledge and practice skills, which may result in Client's Projects requiring a longer period of time to complete than if Client were to use private representation.

6. Period of Engagement. This engagement starts on February 1, 2024. Because the UNC Clinic operates on a semester basis as described in provision seven below, engagement will end on the last day of UNC-Chapel Hill Law School's Spring semester, which is May 3, 2024. However, any pending trademark application will be held open by the UNC Clinic until the U.S. Patent and Trademark Office (USPTO) makes a final decision. The UNC Clinic may, at its discretion, offer to extend the representation into the next academic year.

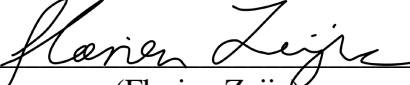
7. Semester basis; duty to cooperate. Client understands that the students in the UNC Clinic are on an academic schedule and work on a semester basis. Client agrees to provide the UNC Clinic with all information and documents needed so that the students may complete the Projects during the course of the semester to the extent possible. Client further agrees to provide notice of any changes in contact information (mailing address, email address and telephone number) immediately.

7. References to Client. Client hereby agrees to allow the UNC Clinic, the School of Law – UNC-Chapel Hill, and the University of North Carolina - Chapel Hill ("UNC-CH") to reference the UNC Clinic's representation of Client for public relation and promotional purposes, which reference may include the nature of the projects undertaken by the UNC Clinic on Client's behalf; however, no confidential or privileged information will be revealed.

8. Interest disclosure. If Client is a faculty member, student, or staff member of UNC-CH, Client acknowledges that it has fully disclosed to the UNC Clinic the nature and extent of any interest that UNC-CH has in Client's business or intellectual property.

9. Nondiscrimination Policy. The UNC Clinic provides services without regard to race, color, religion, national origin, age, sex, disability, sexual orientation, or other basis prohibited by law.

International Regulatory Information Systems, Inc.

By: 
(Florian Zajic)

Printed Name: Florian Zajic

Date: January 31, 2024

Karen Yarussi-King

By: _____
(Karen Yarussi-King, signing on behalf of International Regulatory Information Systems, Inc.)

Printed Name: Karen Yarussi-King _____

Date: February 5, 2024

Alexander Zajic

By: _____
(Alexander Zajic, signing on behalf of International Regulatory Information Systems, Inc.)

Printed Name: Alexander Zajic

Date: January 31, 2024

Martin Schimek

By: _____
(Martin Schimek, signing on behalf of International Regulatory Information Systems, Inc.)

Printed Name: Martin Schimek

Date: February 5, 2024

Supervising Attorney's Name: Dustin Marlan