

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONSULTANCY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
J. P. VAN DE KAMER	03/23/2015
EMBEDDED CONTROL B.V.	03/23/2015
RECEIVING PARTY DATA	
Name:	COLOR CNTRL RESEARCH B.V.
Street Address:	WILHELMINAKADE 271
City:	ROTTTERDAM
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16302579
CORRESPONDENCE DATA	
Fax Number:	(505)243-2542
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5059981500
Email:	docketing@peacocklaw.com, jmuehlmeier@peacocklaw.com, llamb@peacocklaw.com
Correspondent Name:	PEACOCK LAW P.C.
Address Line 1:	201 THIRD STREET NW, SUITE 1340
Address Line 4:	ALBUQUERQUE, NEW MEXICO 87102
ATTORNEY DOCKET NUMBER:	34904-1001
NAME OF SUBMITTER:	JUSTIN R. MUEHLMAYER
SIGNATURE:	/Justin R. Muehlmeier/
DATE SIGNED:	12/10/2020
Total Attachments: 7	
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CONSULTANCY AGREEMENT

The undersigned of this Consultancy Agreement (hereinafter referred to as "Agreement"),

1. **JAN VAN DE KAMER**, born April 6th, 1969, living in Ruurlo, The Netherlands, at Lage Scheiddijk 4 (hereinafter referred to as "Van de Kamer");
2. **Embedded Control B.V.**, a limited liability company under the laws of The Netherlands, having its registered office in Ruurlo, The Netherlands, at Lage Scheiddijk 4, duly represented by its authorized representative J.P. van de Kamer, Owner, hereinafter referred to as "EC";

And

3. **COLOR CNTRL RESEARCH B.V.**, a limited liability company under the laws of The Netherlands, having its registered office in Rotterdam, The Netherlands, at Wilhelminakade 271, duly represented by its authorized representative H.J. Amez, CEO, hereinafter referred to as "CCR";

(EC on the one hand and CCR on the other hand, may be individually referred to as "Party" or collectively as "Parties" herein)

Considering that:

- CCR is a research company specialising in *inter alia* the development of electro osmosis technology and applications.
- EC has extensive expertise, knowledge and experience relating to the field in which CCR is active, which includes, but is not limited to, the development of electro osmotic based display systems (hereinafter referred to as "Services"). EC is interested in providing CCR with the Services;
- Van de Kamer in person is only party to this Agreement for the sake of the confidentiality (section 4), intellectual property (section 5) and non-compete (section 8) clauses of this Agreement. All other provisions of this Agreement are directed to and lay down obligations solely on EC and CCR.
- Parties have agreed that EC will act as a technical consultant for CCR during the term of this Agreement and will provide Services to CCR in support of CCR's global research and development and supply chain activities. Parties wish to set out and formalize in this Agreement the terms and conditions as agreed upon, under which EC will perform the Services.
- Nothing contained herein shall be construed or applied to create the relationship of employer and employee between, on the one hand, CCR or any of its affiliates and on the other hand, EC.

Have agreed as follows.

1. Consultancy Services

- 1.1 Parties hereby agree that EC will act as a consultant for and provide Services to CCR.

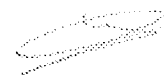
- 1.2 Consultancy Services will include, but are not limited to research and development activities regarding new products and technology that could be feasible for CCR and management of departments in order to develop the products as envisioned by CCR.
- 1.3 This Agreement does not constitute a relationship under employment law between, on the one hand, CCR or any of its affiliates and on the other hand, EC.
- 1.4 The amount of hours EC will provide the Services and CCR will remunerate, amounts to at least 500 hours a year. CCR is required to use this minimum amount of hours to ensure that EC can sufficiently contribute to the research and development activities of CCR and the desired outcome of those activities.
- 1.5 CCR understands and acknowledges that the current state of technology which is owned by CCR is still under development. Although EC has extensive expertise, EC does not claim to have the solution for the issues at hand. There is no guarantee that the Services provided by EC will result in a released technology at a specific date or at all.

2. Term

- 2.1 This Agreement enters into force on the date of its signature (hereinafter referred to as the "**Effective Date**"). The Agreement will automatically expire three years passed the Effective Date.

3. Fee Structures

- 3.1 EC will receive € 100.000,- (EUR: hundred thousand) at the start of the Effective Date. Payment is due at the start of the Effective Date.
- 3.2 EC will receive the hereinafter mentioned additional benefits on the hereinafter specified conditions:
 - € 50.000,- (EUR: fifty thousand) with the realisation of a properly functioning, suitable and by CCR approved black/transparent passive matrix cell sample produced in a lab environment as further specified in Appendix A.
 - € 50.000,- (EUR: fifty thousand) with the realisation of a properly functioning, suitable and by CCR approved full colour/transparent passive matrix cell sample produced in a lab environment as further specified in Appendix B.
 - € 50.000,- (EUR: fifty thousand) with the realisation of a properly functioning, suitable and by CCR approved black/transparent large scale passive matrix cell sample produced in a mass production environment as further specified in Appendix C.
- 3.3 In exchange for the Services provided, the remuneration of EC will amount to €200,- per hour (EUR: two hundred).
- 3.4 While traveling by car, train or plane the remuneration of EC will amount to €100,- per hour (EUR: hundred). For business trips which exceed 24 hours a maximum of 10 hours per day will be invoiced.



- 3.5 The amounts due will be invoiced by EC per 14 days and should be paid within 14 days of receipt of the invoice. EC shall provide itemized information concerning any expenses and attach copies of relevant receipts.
- 3.6 EC shall not be entitled to any compensation or remuneration in case of breach or default by EC and the breach or default is not cured during the 30 day period as meant in Article 6.1 under c of this Agreement.
- 3.7 Upon prior written approval by CCR reasonable costs and expenses incurred by EC in connection with the Services, shall be reimbursed by CCR.
- 3.8 The amounts determined in accordance with this Article 3 are exclusive of VAT.
- 3.9 In the case that CCR is subject to a Change of Control, CCR shall pay to EC the total additional benefit amount of € 150.000,- (EUR: hundred fifty thousand) as mentioned in Article 3.2, regardless of whether the samples specified in Article 3.2 and the respective appendices meet the prescribed requirements. The term "**Change of Control**", as used in this agreement shall mean the acquisition by a third party of direct or indirect control or ownership of CCR and its activities. A third party shall be deemed to have ownership of CCR, with the direct or indirect acquisition of all or substantially all the assets of CCR, either by a merger, consolidation or purchase of shares or assets of CCR, by or into the third party's company, entity or person. A third party shall be deemed to control CCR if it, directly or indirectly:
- (a) holds a majority of the voting rights in CCR;
 - (b) has the right to appoint or remove a majority of the CCR's board of directors or supervisory board or any other body in charge of or controlling the management of the Company; or
 - (c) has the right to exercise a dominant or decisive influence over CCR
- 3.10 Except for the fees and the expenses as specified in this article and Article 6.4, CCR shall have no other payment obligations towards EC or any third parties in relation to the Services or any other duty or activity hereunder, unless separately agreed in prior in writing between the Parties. All taxes, duties, and other similar charges whatsoever payable in relation to the Services or any other duty or activity hereunder (including, without limitation, possible social security and pension contributions) shall be borne by EC, save for VAT (if levied).

4. Confidentiality

- 4.1 The term "**Confidential Information**", as used in this Agreement, means any and all technical, technological, commercial, financial, operational or other information, data and experience relating to the businesses or affairs of a Party or any of its subsidiaries or otherwise being of a confidential or proprietary nature, which information, data and experience may be in oral, written, electronic, digital graphic or any other form whatsoever.
- 4.2 Neither Party will, during the term of this agreement and for a period of ten (10) years thereafter, disclose to any third party, nor use for any purpose except carrying out its obligations under this Agreement, any of the other Party's Confidential Information.
- 4.3 Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it is:
- a. known to the Party making the disclosure before its receipt from the other Party, and not

- b. already subject to any obligation of confidentiality to the other Party;
 - b. or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - c. independently developed by the Party making the disclosure;
 - d. disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other of the requirement and the information required to be disclosed; or
 - e. approved for release in writing by an authorized representative of the other Party.
- 4.4 If either Party receives a request pursuant to a requirement of any law or regulation or the order of any Court or competent jurisdiction to disclose any information that, under this Agreement, is the other Party's Confidential Information, it will notify the other Party and will consult with the other Party. The other Party will respond to Party that received the request within 10 days after receipt of such notice to determine with the latter whether or not an exemption to the applicable law or regulation applies.
- 4.5 In case of termination of the Agreement, Parties will promptly return any Confidential Information that belongs to the other Party and is not rightfully their own, without keeping any records of that Confidential Information.

5. Intellectual property

- 5.1 The term " **Intellectual Property Rights**", as used in this Agreement, means any copyrights, patents, database rights, trademarks, designs, personality rights, know-how, customer data and confidential information (whether registered or unregistered), applications for registration, and the right to apply for registration for any of these rights, as well as all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 5.2 All results of the Services (including, without limitation, know-how, computer software, computer programs, drafts, documents, information, material, inventions, copyrights, personality rights, patents, designs or other Intellectual Property Rights) developed by EC during the duration of the Agreement and in connection with the Services, shall vest in CCR unconditionally and immediately upon their creation.
- 5.3 CCR's Intellectual Property shall not be used by EC for any purpose without CCR's prior written consent. If that consent is given, EC shall use the relevant Intellectual Property in compliance with CCR's instructions and guidelines.

6. Termination

- 6.1 Each Party may terminate this Agreement with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt, without judicial intervention being necessary, in case of:
- a. a substantial breach by the other Party of the obligations arising out of the Agreement;
 - b. exceptional circumstances justifying the earlier termination;
 - c. the other Party materially defaults in its performance or commits a breach of any of the terms or conditions of this Agreement and such breach is not remediable or the other Party fails to remedy the breach within 30 days of receiving notice from the terminating Party, specifying the breach and requiring the breach to be remedied.

- 6.2 Any failure by a Party to carry out all or part of his obligations under the Agreement resulting in such detriment to the other Party as to substantially deprive him of what he is entitled to expect under the Agreement, shall be considered as a substantial breach for the purpose of article 6.1. under a. above. Circumstances in which it would be unreasonable to require the terminating Party to continue to be bound by this Agreement, shall be considered as exceptional circumstances for the purpose of Article 6.1 under b. above. A breach shall be considered capable of remedy for the purpose of article 6.1 under c. above if the Party in breach can comply with the provision in question in all respects other than time of performance, provided that time of performance is not of essence.
- 6.3 Furthermore, the Parties agree that the following situations shall be considered as exceptional circumstances that justify the earlier termination:
- the other Party enters into liquidation, whether compulsory or voluntarily (otherwise than for purposes of a solvent amalgamation or reconstruction);
 - the other Party is insolvent;
 - the other Party compounds or makes any voluntary arrangements with its creditors;
 - the other Party is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administration or liquidator;
 - the other Party is substantially affected to carry out its obligations under this Agreement.
- 6.4 In addition to the aforementioned termination options of both parties, CCR has the right to terminate this Agreement after the start-up period of the project which period shall run up to and including 30 April 2016. This termination shall take place by notice given in writing by means of communication ensuring evidence and date of receipt, which notice will be given by 30 June 2016 at the latest. After this period CCR also has the right to terminate the Agreement, by a two months in advance notice given in writing by means of communication ensuring evidence and date of receipt. If CCR decides to use either of these termination options, CCR shall pay EC the total additional benefit amount of € 150.000,- (EUR: hundred fifty thousand) as mentioned in Article 3.2, regardless of whether the samples specified in Article 3.2 and the respective appendices meet the prescribed requirements. Service hours and travelling hours will only be compensated up to and including the date on which the termination notice is served.

7. Force Majeure

- 7.1 In the event that any Party hereto is prevented or delayed in the performance of any term, condition or obligation under this Agreement due to force majeure, such Party shall give prompt notice to the other relevant Party of the commencement, expected duration and termination of any such force majeure event. The Party involved shall do its utmost to solve the force majeure situation and the Parties shall use their reasonable best efforts to agree to what extent, if any, the delay in performance shall be compensated.

8. Non-compete clause

- 8.1 Without limiting Van de Kamer's and EC's obligations pursuant to Section 4 or Section 5, Van de Kamer and EC agree for the term of this Agreement and two (2) years thereafter, not to engage directly or indirectly in any business that competes with CCR and not to accept any assignment from a third party relating to the Services.
- 8.2 An immediately payable penalty sum of €10,000,- (five thousand euros) shall be forfeited by Van de Kamer and EC to CCR for each violation of the provision specified in article 8.1 and €2,000,- (two thousand euros) for each day the violation continues.

9. General

- 9.1 The recitals to the Agreement form an integral part of it. The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 9.2 Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party.
- 9.3 This Agreement will be binding upon the parties and their respective administrators, successors and permitted assigns. A formal contract may follow this agreement which includes certain terms, conditions, rights and indemnifications as required by either party.
- 9.3 If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 9.4 No consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the parties hereto and then only in the specific instance and for the specific purpose given. If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right.
- 9.5 Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 9.6 This Agreement constitutes the entire Agreement between the Parties relating to its subject matter. The applicability of either Party's terms and conditions is explicitly excluded. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, Agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 9.7 Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses.
- 9.8 No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.

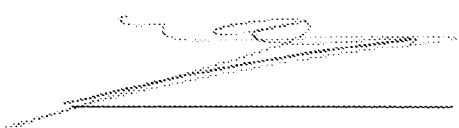
10. Governing Law and Dispute resolution

- 10.1 This agreement – and all disputes arising out of or in connection with the execution thereof – shall be exclusively governed by and interpreted in accordance with the laws of The Netherlands.

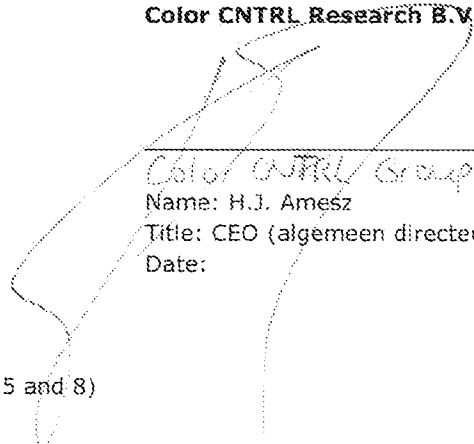
10.2 Any disputes that cannot be solved amicably between the Parties shall be exclusively brought before and decided by the competent Courts of Oost-Brabant, The Netherlands, to whose jurisdiction the Parties hereby irrevocably submit.

DRAWN UP AND SIGNED IN DUPLICATE:

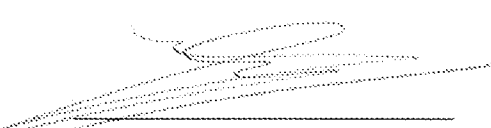
Embedded Control B.V.


Name: J.P. van de Kamer
Title: Owner
Date: 23-3-2015

Color CNTRL Research B.V.


Color CNTRL Group B.V., namens dezel.
Name: H.J. Amesz
Title: CEO (algemeen directeur)
Date:

J.P. van de Kamer (only for section 4, 5 and 8)


Date: 23-3-2015