

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7581122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL G. MEYER	08/29/2022
LAIMONIS KELBAUSKAS	07/01/2019
RAHUL KATDARE	03/21/2021
DANIEL J. SUSSMAN	07/01/2019
TIMOTHY BELL	08/26/2022
ALAN C. NELSON	08/26/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VISIONGATE, INC.
<b>Street Address:</b>	WOODINVILLE LANDING
<b>Internal Address:</b>	17280 WOODINVILLE REDMOND RD NE #800
<b>City:</b>	WOODINVILLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98072
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16976015
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(206)682-6031
<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>	
<b>Phone:</b>	206-622-4900
<b>Email:</b>	dons@seedip.com
<b>Correspondent Name:</b>	SEED IP LAW GROUP LLP
<b>Address Line 1:</b>	701 FIFTH AVENUE
<b>Address Line 2:</b>	SUITE 5400
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	930230.421USPC
<b>NAME OF SUBMITTER:</b>	BROOKE W. QUIST
<b>SIGNATURE:</b>	/Brooke W. Quist/
<b>DATE SIGNED:</b>	10/09/2022

**Total Attachments: 19**

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## ASSIGNMENT

WHEREAS, we,

Name	Address	
Michael G. Meyer	4216 N. 19 <sup>th</sup> St. Phoenix, AZ 85016	;
Laimonis Kelbauskas	3503 W. Jasper Dr. Chandler, AZ 85226	;
Rahul Katdare	23309 21 <sup>st</sup> Ave SE Bothell, WA 98021	;
Daniel J. Sussman	11903 Combie Rd Auburn, CA 95602	;
Timothy Bell	832 E. Village Circle Drive South Phoenix, AZ 85022	; and
Alan C. Nelson	7922 Goodman Drive NW Gig Harbor, WA 98332	;

(hereinafter referred to as ASSIGNORS), having mailing addresses as listed above, are the joint inventors of an invention entitled "MORPHOMETRIC DETECTION OF MALIGNANCY ASSOCIATED CHANGE," as described and claimed in the specification for which an application for United States letters patent was filed on August 26, 2020, and assigned Application No. 16/976,015;

WHEREAS,

Corporation Name	Address
VISIONGATE, INC.	Woodinville Landing 17280 Woodinville Redmond Rd NE #800 Woodinville, WA 98072

(hereinafter referred to as ASSIGNEE), a corporation having a place of business at the address listed above, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention, said

application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions including any extensions or adjustments in term thereof and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, and including the right to sue and collect damages for past and present infringement of said letters patent; said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Aug - 29 - 2022  
Date

Michael G. Meyer (Assignor)  
Michael G. Meyer

I certify that I know or have satisfactory evidence that Michael G. Meyer signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date 8-29-22

Signed at Phoenix, AZ USA  
(City, State or Country)

DAPHNE YOUNG  
(Name of Witness)

[Signature]  
(Signature of Witness)

## AGREEMENT FOR CONSULTING SERVICES

This Agreement, dated as of July 1, 2019 is made and entered into by and between VisionGate, Inc. ("Company") and Harmon S. L. Vasquez ("Consultant"). Company and Consultant agree as follows:

### Section 1. The Services

1.1 Consultant will perform for Company such services as may be agreed upon from time to time by Company and Consultant (the "Services"). The Services include, but are not necessarily limited to, the Services described in the attached Exhibit A.

1.2 Consultant will use best efforts to perform the Services in accordance with any schedule set forth in the attached Exhibit A or otherwise agreed upon by the parties. If the parties do not agree upon a schedule for the performance of certain Services, then Consultant will perform such Services with due diligence under the circumstances. Consultant will immediately notify Company of any delay in performance of any Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

1.3 The term of this Agreement (the "Term") is as specified in the attached Exhibit A, or as otherwise agreed upon by the parties.

### Section 2. Compensation and Payment

2.1 As full compensation for satisfactory performance of the Services and Consultant's other obligations under this Agreement, Company will pay Consultant the compensation specified in the attached Exhibit A.

2.2 Consultant will submit to Company a written invoice for any amount that becomes due and payable to Consultant under this Agreement. Consultant will provide such documents and information as Company may reasonably request to verify any invoice or the amount properly due and payable to Consultant under this Agreement.

### Section 3. Performance by Consultant

3.1 Consultant is an independent contractor, not an employee or agent, of Company. Without limitation of the foregoing, Consultant will: (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Company; (b) not be entitled to any worker's compensation, pension, retirement, insurance or other benefits afforded to employees of Company; (c) provide for all federal income tax and other withholding relating to Consultant's compensation; (d) pay all social security, unemployment and other employer taxes relating to Consultant's employment or compensation; (e) provide all worker's compensation and other insurance relating to

Consultant's employment; and (f) perform all reporting, recordkeeping, administrative and similar functions relating to Consultant's employment or compensation.

3.2 Consultant will not subcontract or otherwise delegate performance of any Services without the prior written consent of Company.

3.3 Consultant will perform the Services in an efficient, expeditious, professional and skillful manner. In performance of the Services and this Agreement, Consultant will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements (including, but not limited to, any such requirements imposed upon Company with respect to the Services).

3.4 Promptly after the end of each month during which Consultant performs any Services, Consultant will prepare and submit to Company a written report describing the Services performed during the prior month and the Services planned for the current month. Consultant will provide such additional reports, documents, and information relating to the Services as Company may reasonably request.

3.5 In connection with the Services or this Agreement, Company may disclose to Consultant certain information that is confidential, proprietary or trade secret information of Company or others. Consultant will not disclose, use or publish any such information, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing. Consultant will take appropriate steps to protect against any unauthorized disclosure, use or publication of any such information.

3.6 Consultant will promptly disclose to Company any business opportunity that comes to Consultant's attention in connection with the Services. Consultant will not take advantage of, or divert, any such opportunity for the benefit of Consultant or anyone else without the prior written consent of Company.

3.7 Consultant will not undertake or commit to perform any services for any third party that may delay, impair or otherwise interfere with the completion of the Services in accordance with this Agreement. Consultant represents and warrants that this Agreement and the performance of Consultant's obligations under this Agreement will not constitute or cause any breach, default or violation of any other consulting, nondisclosure, confidentiality or other agreement to which Consultant is a party. In the performance of the Services and this Agreement, Consultant will not infringe, misappropriate or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party.

#### **Section 4. Results and Related Rights**

4.1 Company will be the owner of any and all computer programs, modifications, improvements, enhancements, reports, documents, plans, specifications, designs, notes, drawings, prototypes, products, inventions, processes, discoveries, data, information and other results authored, created, invented, reduced to practice, developed, discovered or made by Consultant in connection with the Services (the "Results"), together with any and all

patent, copyright, trade secret, trademark and other intellectual property rights in any Results ("Related Rights"). To the extent applicable, all Results will constitute "works made for hire" by or for Company and Company will be the "author" of all Results under applicable copyright laws. Consultant hereby assigns and transfers to Company any and all right, title and interest that Consultant may have or acquire in any Results and Related Rights. Consultant will take such action (including, but not limited to, the execution, acknowledgment and delivery of separate assignments and other documents) as Company may reasonably request to effect, perfect, or evidence Company's ownership of the Results and Related Rights.

4.2 Consultant will not disclose, use or publish any Results, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing.

4.3 Consultant will deliver any and all Results to Company upon request.

## **Section 5. Changes**

5.1 Company may make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in schedule) by giving Consultant written notice of the same.

5.2 If any change under Section 5.1 causes an increase or decrease in the time or costs required to perform the Services in accordance with this Agreement, then the schedule set forth in Section 1.2 and the compensation set forth in Section 2.1 will be equitably adjusted to reflect such increase or decrease, and this Agreement will be amended in writing accordingly. If Consultant intends to assert a claim for equitable adjustment, Consultant must, within ten (10) days after Consultant's receipt of any notice under Section 5.1 that does not set forth an acceptable adjustment, submit to Company a written statement of the basis and nature of the adjustment claimed. Consultant will not be entitled to any adjustment unless such written statement is submitted by Consultant to Company within the applicable ten (10) day period.

## **Section 6. Miscellaneous**

6.1 Any notice under this Agreement will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to Company: VisionGate, Inc.  
10220 S. 51<sup>st</sup> Street, Suite 2  
Phoenix, AZ 85044  
Attn: Nikki Villanueva

If to Consultant:

Either party may change its address specified in this Section 6.1 by giving the other party notice of such change in accordance with this Section 6.1.

6.2 Consultant will not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Company. Subject to the foregoing restriction on assignments by Consultant, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, assigns and legal representatives.

6.3 This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.

6.4 This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the parties with respect to the Services. No amendment of any provision of this Agreement will be valid unless set forth in a written amendment signed by both parties.

Company:

Consultant:

VisionGate, Inc.

By: 

Title: HR Director

Laimonas Kelbauskas



## EXHIBIT A

### Services, Schedule, Compensation, and Term

#### A. Description of Services

Consultant will act as an advisor to the company in the area of

Science & Analytics

#### B. Schedule

Consultant will commence the Services upon receipt of an assignment from the Company, and Consultant will use his/her best efforts to complete the Services within the agreed upon time. Time is of the essence in the performance of the Services. Consultant will immediately notify Company of any delay in performance of the Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

#### C. Compensation

As compensation for Consultant's performance of Services and other obligations under this Agreement, the Company will extend the exercisability of the consultants fully vested Options until the expiration of three months after the end of the Term. Confirmation of vested options will be attached as Exhibit B and is subject to the Company's 2011 Equity Incentive Plan (the 2011 Plan Option).

#### D. PTO Deferral

Consultant agrees to defer accrued PTO payout until a successful exit event for the company, at which time PTO will be paid at the hourly equivalent of the ending salary.

#### D. Term

The Term will commence as of the date of this Agreement and expire on December 31, 2019, or on such other date as may be agreed upon by the parties, in writing.

Upon any termination of the Term, the following will apply: (a) Consultant will not be obligated to perform any Services after the end of the Term; (b) Company will pay Consultant in accordance with Section 2 for all Services performed in accordance with this Agreement prior to the end of the Term; (c) Company will not be obligated to pay Consultant for any Services performed or expenses incurred after the end of the Term; and (d) the parties' respective rights and obligations under Sections 2, 3.5, 4 and 6 will survive the termination of the Term.

## AGREEMENT FOR CONSULTING SERVICES

This Agreement, dated as of March 1, 2021, is made and entered into by and between VisionGate, Inc. ("Company") and Rahul Katdare ("Consultant"). Company and Consultant agree as follows:

### Section 1. The Services

1.1 Consultant will perform for Company such services as may be agreed upon from time to time by Company and Consultant (the "Services"). The Services include, but are not necessarily limited to, the Services described in the attached Exhibit A.

1.2 Consultant will use best efforts to perform the Services in accordance with any schedule set forth in the attached Exhibit A or otherwise agreed upon by the parties. If the parties do not agree upon a schedule for the performance of certain Services, then Consultant will perform such Services with due diligence under the circumstances. Consultant will immediately notify Company of any delay in performance of any Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

1.3 The term of this Agreement (the "Term") is as specified in the attached Exhibit A, or as otherwise agreed upon by the parties.

### Section 2. Compensation and Payment

2.1 As full compensation for satisfactory performance of the Services and Consultant's other obligations under this Agreement, Company will pay Consultant the compensation specified in the attached Exhibit A.

2.2 Consultant will submit to Company a written invoice for any amount that becomes due and payable to Consultant under this Agreement. Consultant will provide such documents and information as Company may reasonably request to verify any invoice or the amount properly due and payable to Consultant under this Agreement.

### Section 3. Performance by Consultant

3.1 Consultant is an independent contractor, not an employee or agent, of Company. Without limitation of the foregoing, Consultant will: (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Company; (b) not be entitled to any worker's compensation, pension, retirement, insurance or other benefits afforded to employees of Company; (c) provide for all federal income tax and other withholding relating to Consultant's compensation; (d) pay all social security, unemployment and other employer taxes relating to Consultant's employment or compensation; (e) provide all worker's compensation and other insurance relating to

Consultant's employment; and (f) perform all reporting, recordkeeping, administrative and similar functions relating to Consultant's employment or compensation.

3.2 Consultant will not subcontract or otherwise delegate performance of any Services without the prior written consent of Company.

3.3 Consultant will perform the Services in an efficient, expeditious, professional and skillful manner. In performance of the Services and this Agreement, Consultant will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements (including, but not limited to, any such requirements imposed upon Company with respect to the Services).

3.4 Promptly after the end of each month during which Consultant performs any Services, Consultant will prepare and submit to Company a written report describing the Services performed during the prior month and the Services planned for the current month. Consultant will provide such additional reports, documents, and information relating to the Services as Company may reasonably request.

3.5 In connection with the Services or this Agreement, Company may disclose to Consultant certain information that is confidential, proprietary or trade secret information of Company or others. Consultant will not disclose, use or publish any such information, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing. Consultant will take appropriate steps to protect against any unauthorized disclosure, use or publication of any such information.

3.6 Consultant will promptly disclose to Company any business opportunity that comes to Consultant's attention in connection with the Services. Consultant will not take advantage of, or divert, any such opportunity for the benefit of Consultant or anyone else without the prior written consent of Company.

3.7 Consultant represents and warrants that this Agreement and the performance of Consultant's obligations under this Agreement will not constitute or cause any breach, default or violation of any other consulting, nondisclosure, confidentiality or other agreement to which Consultant is a party. In the performance of the Services and this Agreement, Consultant will not infringe, misappropriate or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party.

#### **Section 4. Results and Related Rights**

4.1 Company will be the owner of any and all computer programs, modifications, improvements, enhancements, reports, documents, plans, specifications, designs, notes, drawings, prototypes, products, inventions, processes, discoveries, data, information and other results authored, created, invented, reduced to practice, developed, discovered or made by Consultant in connection with the Services (the "Results"), together with any and all patent, copyright, trade secret, trademark and other intellectual property rights in any Results ("Related Rights"). To the extent applicable, all Results will constitute "works made for

hire" by or for Company and Company will be the "author" of all Results under applicable copyright laws. Consultant hereby assigns and transfers to Company any and all right, title and interest that Consultant may have or acquire in any Results and Related Rights. Consultant will take such action (including, but not limited to, the execution, acknowledgment and delivery of separate assignments and other documents) as Company may reasonably request to effect, perfect, or evidence Company's ownership of the Results and Related Rights.

4.2 Consultant will not disclose, use or publish any Results, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing.

4.3 Consultant will deliver any and all Results to Company upon request.

## **Section 5. Changes**

5.1 Company may make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in schedule) by giving Consultant written notice of the same.

5.2 If any change under Section 5.1 causes an increase or decrease in the time or costs required to perform the Services in accordance with this Agreement, then the schedule set forth in Section 1.2 and the compensation set forth in Section 2.1 will be equitably adjusted to reflect such increase or decrease, and this Agreement will be amended in writing accordingly. If Consultant intends to assert a claim for equitable adjustment, Consultant must, within ten (10) days after Consultant's receipt of any notice under Section 5.1 that does not set forth an acceptable adjustment, submit to Company a written statement of the basis and nature of the adjustment claimed. Consultant will not be entitled to any adjustment unless such written statement is submitted by Consultant to Company within the applicable ten (10) day period.

## **Section 6. Miscellaneous**

6.1 Any notice under this Agreement will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

<u>If to Company:</u>	VisionGate, Inc.
	10220 S. 51 <sup>st</sup> Street, Suite 2
	Phoenix, AZ 85044
	Attn: Nikki Villanueva

If to Consultant:      Rahul Katdare  
23309 21<sup>st</sup> Ave SE  
Bothell, WA 98021

Either party may change its address specified in this Section 6.1 by giving the other party notice of such change in accordance with this Section 6.1.

6.2      Consultant will not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Company. Subject to the foregoing restriction on assignments by Consultant, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, assigns and legal representatives.

6.3      This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.

6.4      This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the parties with respect to the Services. No amendment of any provision of this Agreement will be valid unless set forth in a written amendment signed by both parties.

Company:

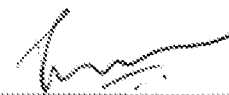
VisionGate, Inc.

By: 

Title: Sr. Director, Human Resources

Consultant:

Rahul Katdare



3/21/2021

## **EXHIBIT A**

### **Services, Schedule, Compensation, and Term**

#### **A. Description of Services**

To serve as a strategic partner, advisor and subject matter expert in the area of research and development. Focusing on the execution of the Cell-CT machine, software, algorithms, LuCED 3.0, data storage, and other technical areas. Working closely with product and manufacturing while overlapping in science and research as needed.

#### **B. Schedule**

Consultant will commence the Services upon receipt of an assignment from the Company, and Consultant will use his best efforts to complete the Services within the agreed upon time. Time is of the essence in the performance of the Services. Consultant will immediately notify Company of any delay in performance of the Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

#### **C. Compensation**

Consultant will be paid a monthly flat fee of [REDACTED] for work performed under this agreement up to 15 hours. Additional hours must be pre-approved and will be billed by the Consultant at an hourly rate of [REDACTED]. As additional compensation for Consultant's performance of Services and other obligations under this Agreement, and subject to the approval of the Board of Directors, the Company will extend the exercisability of the Fully-Vested Option until the expiration of ninety (90) days after the end of the Term.

#### **D. Term**

The Term will commence as of the date of this Agreement and expire on December 31, 2021, or on such other date as may be agreed upon by the parties, in writing

Upon any termination of the Term, the following will apply: (a) Consultant will not be obligated to perform any Services after the end of the Term; (b) Company will pay Consultant in accordance with Section 2 for all Services performed in accordance with this Agreement prior to the end of the Term; (c) Company will not be obligated to pay Consultant for any Services performed or expenses incurred after the end of the Term; and (d) the parties' respective rights and obligations under Sections 2, 3.5, 4 and 6 will survive the termination of the Term.

## AGREEMENT FOR CONSULTING SERVICES

This Agreement, dated as of July 1, 2019 is made and entered into by and between VisionGate, Inc. ("Company") and Daniel J. Sarna ("Consultant"). Company and Consultant agree as follows:

### Section 1. The Services

1.1 Consultant will perform for Company such services as may be agreed upon from time to time by Company and Consultant (the "Services"). The Services include, but are not necessarily limited to, the Services described in the attached Exhibit A.

1.2 Consultant will use best efforts to perform the Services in accordance with any schedule set forth in the attached Exhibit A or otherwise agreed upon by the parties. If the parties do not agree upon a schedule for the performance of certain Services, then Consultant will perform such Services with due diligence under the circumstances. Consultant will immediately notify Company of any delay in performance of any Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

1.3 The term of this Agreement (the "Term") is as specified in the attached Exhibit A, or as otherwise agreed upon by the parties.

### Section 2. Compensation and Payment

2.1 As full compensation for satisfactory performance of the Services and Consultant's other obligations under this Agreement, Company will pay Consultant the compensation specified in the attached Exhibit A.

2.2 Consultant will submit to Company a written invoice for any amount that becomes due and payable to Consultant under this Agreement. Consultant will provide such documents and information as Company may reasonably request to verify any invoice or the amount properly due and payable to Consultant under this Agreement.

### Section 3. Performance by Consultant

3.1 Consultant is an independent contractor, not an employee or agent, of Company. Without limitation of the foregoing, Consultant will: (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Company; (b) not be entitled to any worker's compensation, pension, retirement, insurance or other benefits afforded to employees of Company; (c) provide for all federal income tax and other withholding relating to Consultant's compensation; (d) pay all social security, unemployment and other employer taxes relating to Consultant's employment or compensation; (e) provide all worker's compensation and other insurance relating to

Consultant's employment; and (f) perform all reporting, recordkeeping, administrative and similar functions relating to Consultant's employment or compensation.

3.2 Consultant will not subcontract or otherwise delegate performance of any Services without the prior written consent of Company.

3.3 Consultant will perform the Services in an efficient, expeditious, professional and skillful manner. In performance of the Services and this Agreement, Consultant will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements (including, but not limited to, any such requirements imposed upon Company with respect to the Services).

3.4 Promptly after the end of each month during which Consultant performs any Services, Consultant will prepare and submit to Company a written report describing the Services performed during the prior month and the Services planned for the current month. Consultant will provide such additional reports, documents, and information relating to the Services as Company may reasonably request.

3.5 In connection with the Services or this Agreement, Company may disclose to Consultant certain information that is confidential, proprietary or trade secret information of Company or others. Consultant will not disclose, use or publish any such information, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing. Consultant will take appropriate steps to protect against any unauthorized disclosure, use or publication of any such information.

3.6 Consultant will promptly disclose to Company any business opportunity that comes to Consultant's attention in connection with the Services. Consultant will not take advantage of, or divert, any such opportunity for the benefit of Consultant or anyone else without the prior written consent of Company.

3.7 Consultant will not undertake or commit to perform any services for any third party that may delay, impair or otherwise interfere with the completion of the Services in accordance with this Agreement. Consultant represents and warrants that this Agreement and the performance of Consultant's obligations under this Agreement will not constitute or cause any breach, default or violation of any other consulting, nondisclosure, confidentiality or other agreement to which Consultant is a party. In the performance of the Services and this Agreement, Consultant will not infringe, misappropriate or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party.

#### **Section 4. Results and Related Rights**

4.1 Company will be the owner of any and all computer programs, modifications, improvements, enhancements, reports, documents, plans, specifications, designs, notes, drawings, prototypes, products, inventions, processes, discoveries, data, information and other results authored, created, invented, reduced to practice, developed, discovered or made by Consultant in connection with the Services (the "Results"), together with any and all



patent, copyright, trade secret, trademark and other intellectual property rights in any Results ("Related Rights"). To the extent applicable, all Results will constitute "works made for hire" by or for Company and Company will be the "author" of all Results under applicable copyright laws. Consultant hereby assigns and transfers to Company any and all right, title and interest that Consultant may have or acquire in any Results and Related Rights. Consultant will take such action (including, but not limited to, the execution, acknowledgment and delivery of separate assignments and other documents) as Company may reasonably request to effect, perfect, or evidence Company's ownership of the Results and Related Rights.

4.2 Consultant will not disclose, use or publish any Results, except as required to perform the Services in accordance with this Agreement or as otherwise authorized by Company in writing.

4.3 Consultant will deliver any and all Results to Company upon request.

## **Section 5. Changes**

5.1 Company may make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in schedule) by giving Consultant written notice of the same.

5.2 If any change under Section 5.1 causes an increase or decrease in the time or costs required to perform the Services in accordance with this Agreement, then the schedule set forth in Section 1.2 and the compensation set forth in Section 2.1 will be equitably adjusted to reflect such increase or decrease, and this Agreement will be amended in writing accordingly. If Consultant intends to assert a claim for equitable adjustment, Consultant must, within ten (10) days after Consultant's receipt of any notice under Section 5.1 that does not set forth an acceptable adjustment, submit to Company a written statement of the basis and nature of the adjustment claimed. Consultant will not be entitled to any adjustment unless such written statement is submitted by Consultant to Company within the applicable ten (10) day period.

## **Section 6. Miscellaneous**

6.1 Any notice under this Agreement will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to Company: VisionGate, Inc.  
10220 S. 51<sup>st</sup> Street, Suite 2  
Phoenix, AZ 85044  
Attn: Nikki Villanueva

If to Consultant:

Either party may change its address specified in this Section 6.1 by giving the other party notice of such change in accordance with this Section 6.1.

6.2 Consultant will not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Company. Subject to the foregoing restriction on assignments by Consultant, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, assigns and legal representatives.

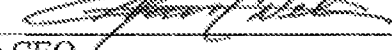
6.3 This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.

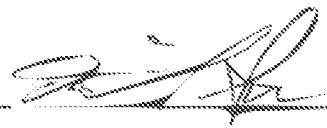
6.4 This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the parties with respect to the Services. No amendment of any provision of this Agreement will be valid unless set forth in a written amendment signed by both parties.

Company:

Consultant:

VisionGate, Inc.

By:   
Title: CEO



## EXHIBIT A

### Services, Schedule, Compensation, and Term

#### A. Description of Services

Consultant will act as an advisor to the company in the area of Medical Science

#### B. Schedule

Consultant will commence the Services upon receipt of an assignment from the Company, and Consultant will use his/her best efforts to complete the Services within the agreed upon time. Time is of the essence in the performance of the Services. Consultant will immediately notify Company of any delay in performance of the Services, the reasons for the delay, the anticipated duration of the delay, and the steps being taken by Consultant to overcome or mitigate the delay.

#### C. Compensation

As compensation for Consultant's performance of Services and other obligations under this Agreement, the Company will extend the exercisability of the consultants fully vested Options until the expiration of three months after the end of the Term. Confirmation of vested options will be attached as Exhibit B and is subject to the Company's 2011 Equity Incentive Plan (the 2011 Plan Option).

#### D. PTO Deferral

Consultant agrees to defer accrued PTO payout until a successful exit event for the company, at which time PTO will be paid at the hourly equivalent of the ending salary.

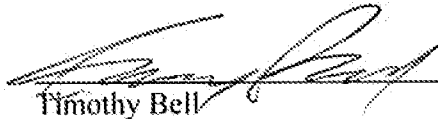
#### D. Term

The Term will commence as of the date of this Agreement and expire on December 31, 2019, or on such other date as may be agreed upon by the parties, in writing.

Upon any termination of the Term, the following will apply: (a) Consultant will not be obligated to perform any Services after the end of the Term; (b) Company will pay Consultant in accordance with Section 2 for all Services performed in accordance with this Agreement prior to the end of the Term; (c) Company will not be obligated to pay Consultant for any Services performed or expenses incurred after the end of the Term; and (d) the parties' respective rights and obligations under Sections 2, 3.5, 4 and 6 will survive the termination of the Term.

and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer and sale not been made. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all letters patents on said inventions to ASSIGNEE. ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said inventions, for litigation regarding said letters patents, or for the purpose of protecting title to said inventions or letters patents therefor.

76 AUG 2022  
Date

 (Assignor)  
Timothy Bell

I certify that I know or have satisfactory evidence that Timothy Bell signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_

Signed at \_\_\_\_\_  
(City, State or Country)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

08/26/2022  
Date \_\_\_\_\_  
Alan C. Nelson \_\_\_\_\_ (Assignor)

I certify that I know or have satisfactory evidence that Alan C. Nelson signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_ Signed at \_\_\_\_\_  
(City, State or Country)  
\_\_\_\_\_  
(Name of Witness) (Signature of Witness)

**VISIONGATE, INC.**

08/26/2022  
Date \_\_\_\_\_  
\_\_\_\_\_  
(Signatory Signature) (Assignee)

Chairman and CEO

\_\_\_\_\_  
(Assignee Signatory Name, Title)