

# QX Ltd Intellectual Property License Contract

## QX Ltd Intellectual Property License Contract CONTRACTUAL AGREEMENT

It is the purpose of this contract to protect the Intellectual Property Owner and the CE, FDA, China and all other registrations of the EPFX /SCIO™ /Eductor™ /Cybermagnetic™ Chair /QX Phone or other Quantum Biofeedback devices made, promoted or distributed in whole or in parts by any including:

PentaVox Mérnöki, Menedzsment és Kereskedelmi Korlátolt Felelősségű Társaság (registered seat: 1043 Budapest, Dugonics utca 11.; registry number: 01 09 561370; tax number: 12169746-2-41) and motherboards by

\_\_\_\_\_ (registered seat: .....; registry number: .....; tax number: .....).

This contract between the Intellectual Property Owner, CE Mark owner

BIOFEEDBACK SRL

(registered seat: .....; registry number: .....; tax number: .....)

USA FDA 510k registration is owned by

Eclosion Kereskedelmi Korlátolt Felelősségű Társaság, (registered seat: 1089 Budapest, Kálvária tér 2.; registry number: 01 09 171476; tax number: 24313083-2-42) distributors

MANDELAY Magyarország Kereskedelmi Korlátolt Felelősségű Társaság, (registered seat: 2310 Szigetszentmiklós, Gyártelep 12001/33 hrsz.; registry number: 13 09 151464; tax number: 23586310-2-13),

QX WORLD Korlátolt Felelősségű Társaság, (registered seat: 2310 Szigetszentmiklós, Tököli út 19. B. ép.; registry number: 13 09 167691; tax number: 23957934-2-13) and

This contract is designed to protect these entities in future business. Collectively these entities will be referred to as the '**Parties**' of this contract.

The applicable law of this contract is the Hungarian civil law. Any disputes will be resolved by the Budai Központi Kerületi Bíróság (address: 1021 Budapest, Budakeszi út 51/b) or other office chosen by **Consultant**. The fixed term of this contract is 20 years. All court costs and legal fees will be paid by the Party

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disputing this IPO contract.

All parties will be responsible for mandating any other involved entity or corporation to sign into a similar contract to this one.

The clear undeniable developer of the intellectual property of the EFPX- (Electro-Physiological-Feedback-Xrroid), QXCI, SCIO, Indigo, Eternale, Sapphire, Life system, Educator, QX phone, Cybermagnetic™ Chair, QQC™ technology is William Nelson now legally Desire' Dubounet USA voter ID 200139016. From her first research study in 1976 in Youngstown State University to the hundreds of studies, publications, books, multi-media and today's registrations it is clear and undeniable that Desire' Dubounet (the Consultant for the IPO) is the developer of this intellectual property of a cybernetic feedback link between electro-stimulus + measurement and galvanic skin resistance transcranial direct current stimulation GSRtDCs.

All parties agree Desire' Dubounet is the developer of this Intellectual Property (IP) of these mentioned devices. Misrepresentation is fraud. All Parties will defend this precept. The IP license belongs to QX Ltd of other corporation of Consultant choice.

<http://www.downloads.imune.net/medicalbooks/2016%20Clinical%20Evaluation%20History%20in%20Pics.pdf>

The intellectual property is protected by law by history, patent, copyright of software, and trademark. Desire' Dubounet international lawyer (hence referred to as '**Consultant**') is the developer and now the legal consultant for the agency holding the intellectual property. The Intellectual Property has been assigned to QX Ltd directed by '**Consultant**'.

**Defense of the Intellectual Property is paramount in all legal systems.**

<http://www.downloads.imune.net/medicalbooks/DesirePosters/Auto%20Focusing%20Cybernetic%20Loop%20patent.jpg>

[http://www.downloads.imune.net/medicalbooks/DesirePosters/%5ED7914943E4FFF4C394D8CB91DDA897FB65E17B661D4582AF86%5Epimgpsh\\_fullsize\\_distr.jpg](http://www.downloads.imune.net/medicalbooks/DesirePosters/%5ED7914943E4FFF4C394D8CB91DDA897FB65E17B661D4582AF86%5Epimgpsh_fullsize_distr.jpg)

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<http://www.downloads.imune.net/medicalbooks/DesirePosters/Eductor%20Scio%20Indigo%20software%20copyright.jpg>

Biofeedback SRL owns the CE Mark registration allowing marketing according to the claims based on the Clinical Evaluation. Ecllosion kft owns the 510k USA FDA registration right. In relation with FDA and CE Mark registration Parties must assure compliance and remove any risk of illegal counterfeit systems. All efforts must be made to maintain quality control and stop all abuse of Intellectual Property or illegal counterfeit devices.

<http://www.downloads.imune.net/medicalbooks/BIOFEEDBACK%20SRL%202016-CE-mark-inspection%20validation.pdf>

All Parties agree to not sign any contracts, publish promotional material or in any way print anything or multimedia about or concerning this technology without the direct permission of the ‘**Consultant**’. **Publishing something without permission will result in a 5k euro fine payable to IPO.**

Anyone selling another device with electro-stim output to the skin and measuring reflective reactions is patent infringement. Representing a product as falsely being the Nelson system (or other Quantum Biofeedback Systems listed in this contract) is misrepresentation. Anyone helping such frauds by making units, selling units or in any way circumventing the patent or copyright is a crime and will owe a fine of **100,000 Euros** to the Intellectual Property Owner and will face criminal prosecution to the full extent of the law. Payment of any such fines will be directed by the IPO ‘**Consultant**’.

Parties are obligated to provide a monthly report of all devices made, device parts, software distributed, and any funds relative to the IPO manufacturing, sales of hardware or software, distribution, marketing or commissions. All motherboards, all devices in production lines, devices rejected and devices finished shall be included in the report. Report will include all devices sold or distributed in any fashion to anyone. Any distribution of devices to agencies or entities not approved by ‘**Consultant**’ will have a **50,000 Euro fine**. Cheating or any deception on the report will result in **50,000 Euro fine**. Any challenge to the fine or contract to be decided fairly by ‘**Consultant**’.

All parties agree that the “Systems” or devices will be sold complete with proper software, **proper software being activated through the [www.qxsubspace.com](http://www.qxsubspace.com)**

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system. Violation without proper permission including both the IPO and QX World Kft will result in **50,000 Euro fine**.

Biofeedback Srl and Mandalay Kft. will together provide the final assembly (labeling, packaging, final Quality Control, and record keeping) with guarantee of first inspection at Kalvaria Ter #2. All videos and firmware will be installed at the Kalvaria Ter manufacturing location.

Biofeedback Srl agrees to have the Kalvaria office have all records available for inspection. All paper work history over the last 20 plus years will be accessible to consultant.

If **Mandalay and or Biofeedback Srl**. breaks this contract, then Consultant will take over the manufacturing office + records in full + direct remedy of the office operations.

**Biofeedback Srl** agrees not to sell or license the CE mark rights to anyone without the written owner of the IP consultant's permission. Transfer of ownership of the CE Mark rights will revert to QX Ltd or agency direct by the Consultant if **Biofeedback Srl** breaks this contract. All court costs, regulatory expenses or legal fees will be paid by **Biofeedback Srl**.

One of the primary owners of **Biofeedback Srl** is Ildiko Nelson. In the event of her demise or inability to execute competent decisions as deemed by the **Consultant**, her ownership and or voting privileges revert to her husband Desire' Dubounet (formerly William Nelson) and or her son Sterling Nelson. No sale or transfer of her ownership is allowed without written permission of her husband and son. Ildiko by signing this contract voids all past contacts regarding her ownership and voting rights of Biofeedback Srl.

One of the primary owners of **Biofeedback Srl** is Kornel Tokics. In the event of his demise, incompetence as deemed by the **Consultant**, or breaking this contact's dictums his voting privileges of **Biofeedback Srl** revert to IPO consultant. No sale or transfer of ownership is allowed unless approved by IPO.

When both the primary owners of **Biofeedback Srl** sign this contract the executive officers of **Biofeedback Srl** are bound to obey and adhere to this contract. **Biofeedback Srl must protect and obey the Intellectual Property.**

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**Biofeedback Srl and Mandelay** agree to have Andreea Taflan, representing QX World, be the software compliance engineer, **responsible for all communication regarding software, permissions, error reports, activation issues, liason** and be present and participative to any and all regulatory meetings, issues, compliance discussions, inspections or audits.

## MANAGEMENT OF SALESPEOPLE + MANUFACTURING CLAIMS

To assure success and absolute regulatory compliance, all persons representing themselves as a sales representative in any fashion need to have passed the IMUNE sales training course. Anyone making a sale or sales demonstration represents the manufacturer and must use Correct Language and adhere to the proper claims. A salesperson can train people in simple device operation but cannot answer medical questions or be IMUNE Health Care trainer. Salespersons need to be aware of how to access proper IMUNE approved Providers of Information, WHPRS Ratings service, the [DEM website](#) of Official Manufacturer Claims and IMUNE approved Mentors or Trainers.

The intellectual property owner of the discussed technology ‘**QX Ltd**’ (holds the license to the **intellectual property** of Desire’ Dubounet currently a Professor of Medicine for IMUNE, an International Lawyer for regulation advice, and consultant on all affairs regarding this technology. **Desire’ is henceforth referred to as ‘Consultant’**. (QX Ltd is partnered with “**Eclosion Kft**”, holds the right to the **1989 EPM 510k allowing EPR measures in biofeedback, Educator + Eductor Trademarks, American EPM QX Software License and FDA registration**, represented by Kara Bliss Nelson) henceforth collectively referred to as (“**Intellectual Property Owner**”). **Intellectual Property Owner (IPO) consists of a consortium of stockholders who have full confidence in the ‘Consultant’ and assign ‘Consultant’ to make all final decision regarding this contract and its implementation.**

Manufacturer Representative refers to the companies that work directly with QX Ltd and the IPO, the only ones approved to sell Systems to Sales Representatives. At the signing of this contract the companies approved are:

- ECLOSION Kft
- MANDELAY Kft.

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- QX WORLD Kft
- BIOFEEDBACK S.R.L.

All Manufacturer Representatives or sales agents agree to respect price guidelines and to not put any lower prices into print in any fashion. All Manufacturer Representatives or sales agents agree to sell completed units with hardware and software only. No sales of hardware alone will be permitted unless preapproved by Consultant in writing. **Beach of this will result in 10k euro fine and perhaps termination of the contract.**

Many Alternative medicine companies have been attacked for not having proper research evidence or for not properly presenting this evidence. To assure the security of our future business we wish to secure the repository of the claims to protect our business from legal attack. DEM is designed to be an official repository of the claims and to present the claims for all salespersons to use for demonstration. In so doing we assure the claims will be in proper legal format and standardized. DEM will offer a social media and website to allow all to access the material and thus assure a standardized form. In return for this endeavor 1% of sales will go to DEM as directed by IPO to cover expenses.

*Any person falsely representing themselves as a sales agent past Feb 15, 2017 will incur a 500 euro fine and anyone owing any fines will have activations suspended till the consultant allows activation.*

Pertinent contractual technology owned by the **Intellectual Property Owner is the EPPFX, QXCI, SCIO, NELSON, Sterling, Educator, Educator, Cybermagnetic™ Chair, BIG, Electroceuticals, Educator phone, QQC, both software and hardware are the intellectual property of the Intellectual Property Owner. All and perhaps more are hence referred to as Quantum Biofeedback Technology or ‘Systems’.**

## **OBLIGATIONS OF SALES, MARKETING or DISTRIBUTION AGENTS**

1. Any sale person selling or promoting for sale the ‘**Systems**’ in any fashion will need to be properly trained and certified as having graduated to IMUNE sales training course. **Sales Representatives** must

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demonstrate competence thru IMUNE and know the differences between Providers of Information, Mentors, Trainers and any Manufacturer representatives and how to use them correctly. **All sales people shall know why the BIG software is essential. Misrepresentation will be a 500 euro fine.**

2. Putting a lower price into any print, computer, website, e-mail, letter or other is prohibited without written permission from the CONSULANT. **The penalty or fine for publishing a lower price will be 1,000 euro.**
3. IMUNE is the only officially recognized source of education. **Any misuse, misdirection, or circumvention of IMUNE or the SOC lifestyle inventory will resort in a fine of 1,000 euro.**
4. Sales people will be sure to know what year the devices they sell are. A 2014 unit should not be called a 2017 unit. The devices must be clarified as to what year model they are. **Misrepresentation will be a 100 euro fine.**
5. Sales people will use [DEM Official Claim site for manufacturer claims presentations](#). All sales literature will use a disclaimer that makes DEM responsible and the official claims repository. Sales people will be personally responsible for any claims they make off of the DEM site. One percent of all sales will be used to finance and support DEM. **Any misuse, misdirection, failure to pay or circumvention of DEM will resort in a fine of 1,000 euro.**

DEM bank details:

Bank Name SabadellSolbank—

Bank Address--Av.A.Machado,Esqu.Av.del Mar-29630 Benalmadena, Spain

T: /34/ 952574183--- F: /34/952574184

IBAN:ES43 0081 0616 1100 0210 2415

BIC: BSABESBB

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6. **Sales Representatives** must work together via contractual agreement to control territorial concerns. Sales persons shall not offer lower prices or other services to steal a sale from another qualified salesperson. Sales persons vow to work together and share commissions as is appropriate. Higher benefits will go to the closer of the sale at all times. Any conflicts between sales people can be taken to the “**Consultant**” for mediation. **Consultant**’s decisions are binding. **Any misuse, misdirection, or circumvention of this rule will resort in a fine of 1,000 euro.** It is recommended to keep lead history records in case of any arbitration.
7. Sales people shall promptly notify IPO of any third party infringement or other use of the Trade-Marks, or any imitation thereof, or any trade secrets, manual or part of the System. IPO will determine in its reasonable discretion whether to bring an action against the third party for such use, and IPO will have the exclusive right to bring such an action. If IPO decides not to file an action and **Sales Representative** desires to bring such an action, **Sales Representative** must first consult with IPO and obtain IPO’s written permission. As part of such consultation, **Sales Representatives** will advise IPO whether **Sales Representatives** can bring suit in IPO’s name. IPO is not required to reimburse **Sales Representatives** for any such costs and expenses. **Sales Representatives** must keep IPO advised of the status of such action and **Sales Representatives** must in good faith consider any input IPO may make relative to such action. Insofar as **Sales Representatives** must protect the IPO’s marks and System in its Region, it is envisioned that situations may arise involving improper use by others. **Sales Representatives** agree that any damages that are awarded as a result of infringing upon the IPO’s intellectual property are to be remitted to IPO. However, if **Sales Representatives** pay for the expenses of suit, the expenses shall be reimbursed first and then IPO shall split the remaining awarded finds on a 50%/50% basis. IPO may direct the Sales representative to file suit with all expenses to be paid for by Sales representative. If **Sales Representatives** refuse, IPO can take action and seek reimbursement from the **Sales Representatives**, including the costs to pursue the reimbursement.
8. Sales representatives learn of any claim, suit or demand against IPO on



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account of any alleged infringement, unfair competition, or similar matter relating to the System, or any unauthorized use of the System or IPO's intellectual property, Sales representatives shall promptly notify IPO in writing. IPO has the sole right to defend, compromise or settle any such claim at its own sole cost and expense, using attorneys of its own choosing. Sales representatives shall cooperate freely with IPO in connection with the defense of any such claim and hereby irrevocably appoints IPO to defend or settle all of such claims, demands or suits. Sales representatives may participate at its own expense in such defense or settlement, but IPO's decisions shall be final and binding upon Sales representatives. Sales representatives shall not settle or compromise any such claim without the prior written consent of IPO.

9. If IPO undertakes the defense or prosecution of any litigation relating to the System or components of the System, Sales representatives agrees to execute any and all documents and to do such acts and things as may, in the opinion of legal counsel for IPO, be necessary to carry out such defense or prosecution.

10. Sales representatives agree that IPO has the perpetual right to use and authorize other Sales representatives to use, and Sales representatives must promptly disclose to IPO, all ideas, concepts, methods, techniques and customer data relating to the development and or operation of System. Sales representatives and IPO will comply with all privacy act laws and regulations as required by the laws as it pertains to any part of these improvements.

11. **Needed links**    **DEM**    <https://m.facebook.com/eductorscio/>

<http://www.downloads.imune.net/medicalbooks/IMUNE/EXAM%20QUESTIONS%20FOR%20TRAINERS%20and%20MENTORS%208-2016.pdf>

<http://www.downloads.imune.net/medicalbooks/IMUNE/Mentor%20course%20-%20IMUNE.pdf>

<http://www.downloads.imune.net/medicalbooks/Provider%20Of%20Information%20Contract%20sample.pdf>

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<http://www.downloads.imune.net/medicalbooks/IMUNE/Sales%20Law%20+%20Ethics%20course%20-%20IMUNE.pdf>

<http://www.whprs-ratings.com/>

The terms of this contract will be for 20 years, renewable on mutual written consent of parties.

## 1. SALES REPRESENTATIVE RIGHTS AND OBLIGATIONS

- a. **Intellectual Property Owner** hereby grants and supervises the rights of **“Sales Representative”** for the marketing and distribution of the Class 2A Medical Devices, Educator Plus and Educator Pro devices (**“Systems”**) and other devices, multi-media and software.
  
- b. **“Sales Representative”** agrees to adhere to all legal constraints and rules set by **Intellectual Property Owner** and Manufacturer Representatives to co-operate fully with all World Wide sales persons of the **"Systems"** and to provide proper sales commissions or referral fees, to provide assistance whichever or whenever it is appropriate.
  
- a. **Sales representative** shall use its best efforts, at its own expense, to market, promote and sell the System in the Territory and shall use the same channels and methods and exercise the same diligence, including making regular and sufficient contact with present and prospective customers of System in the Territory, which **Sales representative** uses in marketing its other non-competing products. All advertising by **Sales representative** in any medium shall be conducted in a dignified manner that will reflect favourably upon the goodwill and reputation of **IPO**, and shall conform to the highest standards and shall display the Trade-marks only in a manner approved by **IPO**. **Sales representative** shall forward to **IPO** copies or samples of all advertisements and promotions for its approval and **Sales representative** agrees to withdraw any advertisements or promotions which are considered unsuitable by **IPO**. **Sales representative** further acknowledges that all advertising and promotional materials relating to the System or bearing the Trade-marks shall remain the property of **IPO** who shall retain the sole and exclusive

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ownership of all copyright therein. In performing its duties hereunder, **Sales representative** agrees not to make any representation or give any warranty with respect to any of the System other than those contained in any current brochures, leaflets or other printed matter relating to such System, which may be issued from time to time by **IPO**. In the event that **Sales representative** does make any representation or warranty in violation of the foregoing, then **Sales representative** agrees to indemnify and save **IPO** harmless from any claims, demands, suits, proceedings, damages, liabilities, costs or losses of any nature or kind whatsoever (including any legal costs) suffered or incurred, or which may be suffered or incurred, by **IPO** arising out of or in any way connected with any such representation or warranty.

- d. **Sales representative** will resell all System purchased hereunder in compliance with all applicable laws in the Territory and only in the packaging supplied or approved by **IPO**. **Sales representative** is responsible for marketing and promotional activities in the Territory and for compliance with all applicable laws and regulations, including, without limitation, laws and regulations regarding health and safety, nutritional medicinal products, marketing practices, etc. **IPO** represents and warrants that it has obtained all permits, licences, registrations and other approvals required by every national, local or municipal government or agency, in respect of the performance of **Sales representative's** obligations under this Agreement.
- e. **Sales representative** shall assume full responsibility for and shall indemnify and save **IPO** harmless from any damage, claim, liability, loss or expense (including any legal costs) which **Sales representative** may suffer or incur by reason of **DISTRIBUTOR's** packaging, stocking, warehousing, storage, use, sale and/or distribution of the System.
- f. The System will be marketed and sold by **Sales representative** solely under the Trade-marks of **IPO**. **Sales representative** will not alter, obscure, remove, cancel or otherwise interfere with any markings (including without limitation any Trade-marks, logos, trade names or trading style of **IPO**) and other indications of origin, which may be placed on the product. **Sales representative** acknowledges that **IPO** is the exclusive owner of the Trade-marks and **Sales representative** has

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no right, title or interest whatsoever in the Trade-marks and any goodwill association therewith and that all goodwill associated with the Trade-marks is owned by and shall enure exclusively to and for the benefit of **IPO**. Furthermore, **Sales representative** agrees not to represent in any manner that it has acquired any ownership rights in the Trade-marks. Any goodwill enjoyed by **Sales representative** from use of the Trade-marks shall vest in and become the absolute property of **IPO** and **Sales representative** undertakes and agrees, at the request and expense of **IPO**, whether before or after termination of this Agreement, to execute all such instruments and to do all such acts and things as may be necessary and desirable to vest absolutely in **IPO** all such Trade-marks and the goodwill therein. **Sales representative** shall, during the Term of this Agreement and subject to due compliance with the provisions of this Article, have the right to use and display **IPO's** Trade-Marks and copyrighted material in the Territory solely in connection with the marketing, sale, distribution and support of the System in such Territory in accordance with the terms of this Agreement and, except as may be otherwise permitted in writing by **IPO**, for no other purpose whatsoever. It is the responsibility of **Sales representative** to ensure that the packaging materials for System are in conformity with all applicable legislation in the Territory.

## **SALES REPRESENTATIVE RESPONSIBILITIES FOR CREDENTIALLING BUYERS AND TRAINING AND EDUCATION AND MARKETING**

- a. **"Sales Representative"** shall be responsible for selling **"System"** to persons correctly registered, licensed or certified or becoming certified depending on American state regulations and depending on items sold. **"Sales Representative"** shall network with accredited and manufacturer approved educational institutions and trainers. **"Sales Representative"** agrees that **IMUNE** and the American Biofeedback Certification Medical board are the only approved and main educational venues for medical training, certification, registration and licensing of practitioners. **"Sales Representative"** agrees to not supply

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education past simple operation of the "System". Further education shall be supplied from accredited and manufacturer approved educational institution providers of information and trainers. **Intellectual Property Owner** and "Sales Representative" agree to recognize the International Medical University of Natural Education (IMUNE) and the American Biofeedback Certification board (ABC) as the approved and accredited institution. Any other educational or affiliated institutions should be advised to **Intellectual Property Owner**.

- b. **Sales Representatives and or Networkers have the license right to demonstrate, sell, upgrade to appropriate current FDA CE registered and validated software only. Activation of any old versions is a breakage of contract and is a misbranding crime with a fine of 2,000 euro. Software can only be attained from the manufacturer approved on line activation. Any other versions, or any misrepresentation of false or old software past cease and desist dates is illegal and constitute civil and perhaps criminal action against those falsely misrepresenting old out dated unsupported software.**
- c. "Sales Representative" must activate the EDUCTOR64 software through PayPal on the official website [www.qxsubspace.com](http://www.qxsubspace.com) The procedure is the following:

## *How to activate the 2016 EDUCTOR64 Software?*

*To activate your EDUCTOR64 Software please follow the steps outlined below:*

- *Run the EDUCTOR64 Software by clicking on the 'Eductor64' icon on the desktop.*
- *Click 'Close' on the EDUCTOR Is Working' screen when the program reaches 25%.*
- *On the following screen, please click on „Continue".*
- *Then click on „Password".*

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- *If this is your first activation on the laptop/desktop, right after the installation, please enter your name and country in the „Password" screen and then click on „I agree to all terms and save".*
- *On the „Password" screen click on „Activation".*
- *In the 'Activation window' please enter your [www.qxsubspace.com](http://www.qxsubspace.com) Username and Password and click on „Sign in". You will be automatically redirected to Paypal.*
- *There are two options of paying the activation fee:*
  1. *Through a Paypal account*
  2. *Through a credit or debit card (if you do not have a Paypal account). To do so, please fill in the form and click on „Review order and Continue".*
- *Click on „Pay Now".*
- *If the activation is complete, the software will close.*

*Your Software is now active and ready to use.*

## ***How to activate the 2016 BIG (Biofeedback Interfaced Graphics) program?***

*The Biofeedback Interfaced Graphics (BIG) is automatically installed with the EDUCTOR64 Software. An icon called BIG will be placed on your desktop. You can load and activate the Biofeedback Interfaced Graphics (BIG) either from inside of the main EDUCTOR64 Software under Test/Biofeedback Device or directly from your desktop.*

- *Double click on the BIG icon on your Desktop or start it from the main EDUCTOR64 Software. If you start the BIG from outside of the EDUCTOR64 Software, the EDUCTOR device recognition panel will appear. This means that your EDUCTOR device is properly connected and functioning.*
- *Please click 'Close' on the device recognition panel to proceed.*
- *The next window will ask you for the Username and Password of your QXSUBSPACE account. This is the first window that appears when you start the BIG from out the main EDUCTOR64 Software.*
- *Please type your username and password in the appropriate box and click on 'Sign In'.*

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- *You will be redirected to Paypal where you need to complete the Activation fee payment.*
- *There are two options of paying the activation fee:*
  1. *Through a Paypal account*
  2. *Through a credit or debit card (if you do not have a Paypal account). To do so, please fill in the form and click on „Review order and Continue“.*
- *Click on „Pay Now“.*
- *If the **BIG** activation is complete, the software will close.*

d. **“Sales Representative”** is responsible for supplying a yearly marketing plan to **Intellectual Property Owner**. Lack of this plan constitutes retraction of this contract. This plan is to include advertising budget, advertising plan, conventions and booths at a minimum of two convention promotions per year, any electronic media, and prospective date of Provider of Information lectures. **“Sales Representative”** agrees that all presentations will have manufacturer approved Providers of information with proper provider contract. All promotional advertising materials need to be pre-approved by **Intellectual Property Owner**.

c. **Intellectual Property Owner** has the right to question and terminate any Provider of Information hired by **“Sales Representative”** if they are jeopardizing **Intellectual Property Owner** and **“Sales Representative”** business.

d. **Intellectual Property Owner** actively wants user and **“Sales Representative”** comments for a constructive shaping of new software. **“Sales Representative”** agrees that any suggestions or repairs of software faults will be reported to **Intellectual Property Owner** through proper channels. **“Sales Representative”** agrees not to take comments to computer staff, but to post them through proper official channels for Management consideration. Any attempt of circumvention of procedure and direct contact with computer staff people will result in

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a fine of 1000 euros to the "Sales Representative". Proper Change Request Form is available on [www.qxsubspace.com](http://www.qxsubspace.com)

## 2. PRICING, ORDERS, PAYMENTS, SHIPPING

- a. The Current World Retail Price for "System" is set by **Intellectual Property Owner** and excludes local taxes. See item 1.
- b. All advertising and printed matter must show the Current World Retail Price. This information is available to "Sales Representative" by email from Intellectual Property Owner.
- c. **Intellectual Property Owner** reserves the right to change the price at anytime and will provide advanced notice of thirty (30) days of any prices changes before implementation.
- d. **Intellectual Property Owner** agrees to pay "Sales Representative" at \_\_\_\_\_% of retail sale in dollars in timely fashion upon receipt of funds. Volume will increase the "Sales Representative" percent. This will be discussed and added to this agreement.
- e. **Both Parties agree that Manufacturer Representative** will receive all funds and then in timely fashion pay the "Sales Representative".
- f. To initiate this "Sales Representative" contract, an initial inventory order of \_\_\_\_ "Systems" will be made and fully paid by "Sales Representative". This contract initiates on the date the full payment for this order is received. "Sales Representative" agrees to carry \_\_\_\_ "Systems" as inventory and not to depend on **Intellectual Property Owner** for supply.
- g. "Sales Representative" shall place all orders for "System"(s) electronically on [www.qxsubspace.com](http://www.qxsubspace.com) and to the **Intellectual Property Owner**.

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- h. **"System"(s)** shall be shipped, at **"Sales Representative"** expense, after payment in full is confirmed by the bankers or banking agents of the **proper Manufacturer rep.**
- i. The **"Sales Representative's"** income from the sale of the **"System"(s)** needs to cover all costs related to basic training, advertising, conferences, seminars, etc., except where previously agreed upon by **manufacturer rep.**
- j. **"Sales Representative"** shall pay shipping and handling costs. These will be invoiced to your company by **Manufacturer rep** on a monthly basis. Future **"Systems"** will not be shipped until previous shipping costs or fines have been paid. Activation will be suspended till all fines, penalties, trade ins, or other obligations are paid.
- k. After initial inventory purchase and maintenance has been made **"Sales Representative"** may purchase a Loaner or Demo **"System"** for **\$13,000**. The Loaner or Demo **"System"** is **DEVICE ONLY** and does not include harnesses. **"Sales Representative"** is permitted to purchase one (1) Loaner and one (1) Demo box. These boxes are clearly marked by the Budapest Home Office as Loaner or Demo and are not for re-sale. **"Sales Representative"** will be responsible for activation fees.

## December 2016 Prices: Device Prices:

### OFFICIAL EDUCATOR RETAIL PRICE:

EDUCTOR FULL PACKAGE: 19.500 EUR

SCIO to EDUCATOR Trade In: 11.700 EUR

INDIGO to EDUCATOR Trade In: 12.900 EUR

CYBERMAGNETIC CHAIR: 6.000 EUR

### OFFICIAL SCIO RETAIL PRICE:

SCIO NEW PACKAGE: 10.000 EUR

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SCIO REFURBISHED PACKAGE: 7.000 EUR

SCIO USED PACKAGE: 5.000 EUR

## Software Activation prices:

### NEW SALES SOFTWARE ACTIVATION PRICE

EDUCTOR64 1st computer – 25EUR

BIG 1st computer – 25EUR

EDUCTOR64 2nd computer – 25EUR

BIG 2nd computer – 25EUR

EDUCTOR64 3rd computer – 25EUR

BIG 3rd computer – 25EUR

### USED, REFURBISHED AND TRADE IN SALES SOFTWARE ACTIVATION PRICE

EDUCTOR64 1st computer – 400EUR

BIG 1st computer – 400EUR

EDUCTOR64 2nd computer – 200EUR

BIG 2nd computer – 200EUR

EDUCTOR64 3rd computer – 200EUR

BIG 3rd computer – 200EUR

## ADDITIONAL SOFTWARE

SAPPHIRE NEW SALES: 3.500 EUR

SAPPHIRE EXISTING LICENSES (UPDATE FROM ETERNALE TO  
SAPPHIRE): 100 EUR

1. Additional fees that “**Sales Representative**” needs to be aware of:
  1. Basic Repair and Refurbishment no warranty fee

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- including the shipping to the customer \$700
- 2. Device Check SCIO evaluation \$250.
- 3. Total Refurbishment of the SCIO box and 2 extra year of warranty \$1000

## 3. MONTHLY VOLUME

- a. To demonstrate an active pursuit of market potential, "**Sales Representative**" agrees to place a minimum order of approximately       (    )       "**Systems**" per month in the immediate following **12 (twelve)** months. Monthly volume might change in larger territories.
  
- b. **Intellectual Property Owner with manufacturer rep** has the right to monitor the progress made by the "**Sales Representative**" and use this information for action regarding the contract.

## 4. SERVICE

- a. Under a full 2-year warranty, service on "**System**" hardware and software is available from **Manufacturer rep** or its authorized parties.
  
- b. If a "**System**" is outside of the warranty period, then repairs are possible for a fee.
  
- c. There is a 30-day warranty on the head harness and a 30-day warranty on the limb harness.

## 5. MUTUAL REFERRALS

- a. All Parties agree to refer to each other inquiries from prospective clients whose requirements are best served by the other party. This applies to business inquiries posted either on or off the Internet and/or any other media support.
  
- b. "**Sales Representative**" expressly agrees to co-operate with all World Wide Agents and/or Net Workers of **Intellectual Property Owner**.

## 6. CONFIDENTIALITY

All Parties agree:

- a. Not to disclose under any circumstance to any unauthorized personnel

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or organization, confidential information and trade secrets concerning products, technologies and related business arrangements of **Intellectual Property Owner or Manufacturer rep.**

- b. To mutually share in a timely appropriate manner, "Market Intelligence" or "Know How" which include, but are not limited to surveys, complaints, appraisals and/or rumours.
- c. Sales Representative agrees to act firmly, quickly, report such rumours to the manufacturer and act positively and immediately to dispel any negative rumours and/or bad press towards **Intellectual Property Owner, "System", Eternal, QT, SCIO, Indigo, DEM, WHPRS, IMUNE**, Jim Turner and/or Professor of Medicine William Nelson/Desiré Dubounet, the lead Provider of Information and Developer of "System" himself, his family, or other appointed Distributor, "Sales Representative", Agent or Networker of **Intellectual Property Owner**.
- d. Not to create, ignore or disperse negative rumours about **Intellectual Property Owner, "System"** and/or Prof. William Nelson/Desire' Dubounet, Jim Turner or family, or other appointed Distributor, "Sales Representative", Agent or Net-worker of **Intellectual Property Owner**, during the time this agreement is in force and forever time after it terminates. Failure to report such slander will result in a **500** euro fine.

## 7. COVENANT Non-Circumvention, Non-Competition, Non-Disclosure

- a. "Sales Representative" agrees that all activation of any program will take place **on the Internet, through [www.qxsubspace.com](http://www.qxsubspace.com) PayPal activation**. Sales Representative agrees to cease and deist all old software activations under penalty of **50,000 EUR**.
- b. "Sales Representative" agrees not to distribute or circumvent **Intellectual Property Owner** or "System" with any improper or old copies of "System" in any fashion or support.
- c. "Sales Representative" may not attempt to Network around normal

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protocol with any employee of Intellectual Property Owner without written permission.

- d. If "**Sales Representative**" sells other devices, products, services, etc., "**Sales Representative**" and his agents are obligated to immediately notify **Intellectual Property Owner**. Sales of any illegal improperly registered items can breach this contract.
- e. **Sales Representative** shall not, directly or indirectly, develop, manufacture or distribute any products similar to or competitive with the System in the Territory or elsewhere. **Sales Representative** hereby further covenants and agrees that during the Term of this Agreement, and for a period of one (1) year following the termination of this Agreement **Sales Representative** shall not, for whatever reason, either individually or in partnership or jointly or in conjunction with any Person as principal, agent, employee, shareholder, owner, investor, partner or in any other manner whatsoever, directly or indirectly, carry on or be engaged in or be concerned with or interested in, or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed by any Person engaged in or concerned with or interested in, the business of manufacturing, developing, producing, marketing, distributing, supplying or selling, for wholesale or retail, nor shall it hold in stock or solicit or be directly engaged or interested in soliciting orders for, any products similar to or competitive with the System within the Territory.
- e. During the operation of business certain confidential information can be learned by the Sales Representative which is confidential to the manufacturer. "**Sales Representative**" agrees to not disclose such information or any information the manufacturer hold confidential.
- f. **Sales Representative** acknowledges that in its relationship with **IPO** and/or by virtue of the performance of this Agreement, it and/or its employees, shareholders, officers, directors, principals, agents and contractors (collectively, "Representatives") will be and shall hereafter continue to be entrusted with Confidential Information, the disclosure of any of which to competitors of **IPO** or to the general public would be highly detrimental to the best interests of **IPO**. **Sales Representative**

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further acknowledges that the right to maintain confidential such Confidential Information constitutes a proprietary right of **IPO**, which **IPO** is entitled to protect. Accordingly, and notwithstanding anything to the contrary herein expressed, **Sales Representative** covenants and agrees with **IPO**:

- that it shall not use or copy, or permit the use or copy of any of the Confidential Information, directly or indirectly, for any purpose other than the discharge of its duties and obligations arising from its appointment as a **Sales Representative** hereunder and only in the best interests of **IPO**;

- that it will maintain the absolute confidentiality of the Confidential Information and that it will not (without the prior written consent of **IPO**) either individually, or in partnership or jointly, or in conjunction with any other Person, as principal, agent, shareholder, or in any manner whatsoever, disclose, reveal, release, utilize, sell, assign, supply, or transfer to any person at any time, any of the Confidential Information, except to the extent necessary to discharge its duties and obligations relating to its appointment hereunder and only in the best interests of **IPO**;

- that it will take all necessary action and will do all that is reasonably within its power to prevent the disclosure, release or supply of any of the Confidential Information to any Person, including by any of its Representatives, except to the extent necessary to discharge its duties and obligations hereunder and only in the best interests of **IPO**. In furtherance of the above, **Sales Representative** will advise its Representatives, and any other Persons who are given access to the Confidential Information, of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement and, if appropriate, shall require each of them to signify in writing their agreement to abide by the terms of this Agreement and maintain the confidentiality of the Confidential Information. Notwithstanding any such agreement, by any of such Representatives, **Sales Representative** acknowledges that it shall be fully responsible and liable to **IPO** for any and all damages and costs (including legal fees) suffered or incurred by it as a consequence of any breach by any

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of **Sales Representatives**, and/or any other Persons given access to the Confidential Information, of the restrictive covenants contained herein.

- g. The covenants, restrictions and obligations stated in this section shall survive the termination of this Agreement.

## 8. Vis maior

No failure or omission by **contracting parties** in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of **contracting parties**, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this Section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.

## 9. REGULATORY COMPLIANCE

- a. "**Sales Representative**" agrees to comply with all regulatory requirements throughout the world. Therefore, if "**Sales Representative**" plans to sell to a region/country outside of "**Sales Representative's**" usual selling area, then "**Sales Representative**" must contact the Regulatory Manager at **Intellectual Property Owner** prior to completing the sale.
- b. "**Sales Representative**" is required to maintain a traceable database of all of customers, date of purchase, and the serial number and limb and head harness batch number that have been given to "**Sales Representative's**" customer. **Intellectual Property Owner** has the right to perform audits of your database traceability.
- c. In the case of a reportable event (either a death, injury or serious concern) related to the use of the "**System**", a full documented report of

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the incident must be sent electronically to the Quality Systems Team in Budapest, and direct contact with the Quality Systems Manager via telephone or in person must be made within 24 hours of the reportable event. All **sales people** are obligated to return calls from the **Consultant** in timely fashion or incur a **200** euro fine.

Parties agree that IPO, at its sole discretion, may from time to time amend the License Agreement and the exercise of, or failure to exercise, such right to amend the License Agreement shall in no way impair or diminish the obligations of Parties hereunder.

All provisions of this Agreement shall enter into force simultaneously with the signing thereof by the Contracting Parties hereto.

This document supersedes any previous agreements/contracts between "**Sales Representative**" and **Intellectual Property Owner**.

In witness whereof, this License Agreement has been signed on behalf of the Contracting Parties.

The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any right which is provided herein or to require at any time the performance by the other party of any of the provisions hereof; shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the party thereafter to enforce each and every such provision hereof. The section headings of this Agreement are for convenience of reference only and shall not constitute a part of or otherwise affect the interpretation of this Agreement. For the sake of compliance with section 6:7. Act V of 2013. on the Hungarian Civil Law the Parties declare in Hungarian language, that after mutual interpretation and explanation they understand the content of this Agreement: A Szerződő Felek kifejezetten nyilatkoznak, hogy jelen megállapodás tartalmát megértették, és egymásnak megmagyarázták.



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The individuals whose signatures appear below enter freely and in bona-fide into this agreement for their respective parties or themselves.

**IPO Consultant**

\_\_\_\_\_ Date: \_\_\_\_\_

**Mandelay kft**

\_\_\_\_\_ Date: \_\_\_\_\_

**QX World kft**

\_\_\_\_\_ Date: \_\_\_\_\_

**Biofeedback SRL**

\_\_\_\_\_ Date: \_\_\_\_\_

**Ildiko Nelson**

\_\_\_\_\_ Date: \_\_\_\_\_

**Eclosion Kft represented by Sterling Nelson**

\_\_\_\_\_ Date: \_\_\_\_\_

**Pentavox kft**

\_\_\_\_\_ Date: \_\_\_\_\_

**Mother board kft**

\_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE THAT ALL PAGES OF THIS CONTRACT SHOULD BE SIGNED (or initialed) AT THE BOTTOM BY ALL PARTIES.**

**END OF CONTRACT**

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