

QX Universe Agreement to Cooperate

This agreement is form a firm relationship for the parties of the agreement to work together and share services and share obligations and to make for smooth process of business for the future. All software activations must be applied online thru the supervision of QX World under the supervision of QX Ltd consultant.

1. Parties Agree on the Executive Authority of QX Ltd:

QX Ltd a Bahamas corp retains the intellectual property and copyrights on the EPPX QXCI SCIO Educator QQC Electronic Tongue, Aesculpsis, Educator, Nelson 15, VRI, Cybermagnetic chair and all other named or to be named spin off devices and software. QX Ltd retains DDD as a **Consultant** and has ultimate confidence in her education, experience, and expertise to provide consultation to all concerned. Consultant agrees to receive any and all consultation but consultant advice will be given to the board of QX Ltd which reserves the right to direct actions of the parties in this agreement.

2. Parties Agree to cooperate together:

All parties agree to work effectively together and agree to cooperate with all parties to make smooth business operations for all. There will be mutual sharing of resources in exchange for party's obligations and party's assets.

Any sale might involve work done by a salesman, distributor or other party. We want cooperation and all participants of a sale to be rewarded. The greatest reward should go to the ones closing the sale and executing delivery. All parties and their salesmen are encouraged to supply the consultant with their leads and documentation of their efforts to close sales to the consultant in e-form for consultant to supervise conflicts over efforts and rewards. Without such documentation rewards might not be shared by those who deserve it. Confirmation of work done and the perceived value to the customer will dictate reward sharing if any is to be done. This only applies to the salesman commissions and on the birddog fee.

Pre-facto-negotiations are of value, post- facto-negotiations are of little or any value.

3. Parties direct and indirect involved in this agreement:

The other parties to this agreement include Mandelay kft of Hungary, Mandelay of Prague, Sterling srl of Romania, together S.C. Biofeedback 2014 srl, QX World of Hungary and Romania, and indirectly = Nature Science and You of America, Ecllosion kft , IMUNE BVI, WHPRS, SCIO International of Romania, and all salesmen, distributors, brokers or any sales intermediary.



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4. Official Parties to this agreement - their assets and obligations to business operations:

QX Ltd: supplying the intellectual property, copyrights and multimedia of the system. Business education experience, intellectual property and expertise in the industry is the main asset of QX Ltd. All parties agree that QX Ltd owns the intellectual property of the Software. QX Ltd is based in the Bahamas and holds Irish patents royalties paid on the patents that are worldwide free from govt revenue obligations by the Irish Patent law. All monies paid to QX Ltd for software, services, royalties are to be to QX Ltd Bahamas banking and all incomes, payments and distribution of funds from QX Ltd are liberated of Revenue system obligations. Any import duties applied by a regulator, shipping expenses and or other incidentals must be paid by the receiver and not QX Ltd or its affiliates.

All software activations must be applied online thru the supervision of QX World under the supervision of QX Ltd consultant. QX Ltd gives payment for services as a percent to QX World and Mandalay. This is for the service supplied and if the service is terminated the percentage is terminated. As this grows QX World and Mandalay agree to not ask for a greater percent from QX Ltd or for other expenses to do their service. Such appeals will possibly terminate their percentage.

Mandalay kft of Hungary: owner of trademarks for Eductor and SCIO, historical business document and regulatory records, owner of TUV CE registration and approval (suspended and questioned soon to be properly challenged. Partial holder of new 2014 CE mark. **Mandalay kft of Hungary** runs Budapest Home Office and owns the direct contractual relation to Pentavox construction of one of the hardware. Holds 10% interest in QX Ltd software.

Mandalay of Prague: applicant for new CE Mark

Sterling srl of Romania, together S.C. Biofeedback 2014 srl: current holder of Eductor CE mark, applicant for SCIO CE mark. Connection to University of Bucharest Ethics committee. **Sterling srl of Romania, together S.C. Biofeedback 2014 srl** agree to procure an ethics committee letter and permission to do medical research.

QX World of Hungary and Romania: develops and services software and protects software registration and activation. Holds 30% interest in software related fees, the rest going to QX Ltd.

Nature Science and You of America: holds the FDA rights to Eductor sales in America.

Eclosion Kft Holders of the American 510k, distributors of the Cybermagnetic Chair, Scalar CyberMagic Wand, Quantum Coherency Analyzer (previously known as the test kit) other attachments and the QQC Electronic tongue.

SCIO International of Romania: works with University of Timisoara, and has a school to provide a Romanian government work qualification for SCIO and soon Eductor.

IMUNE- All parties agree that IMUNE will be the sole supplier of education. All providers of education need to have proper contracts with IMUNE and the party involved.

This agreement is to provide an organized set of arrangements to allow smooth business operations and provide the highest perceived value of our products. Mutual sharing of service is implied and all fees applied need to be by mutual agreement.

All parties must adhere to the law in all of their actions. All parties are responsible for their own actions. There is no sharing of legal or financial obligations between these parties. Parties agree to form a fiduciary mutual cooperation agreement but parties do not share monetary or legal responsibility for the other party's actions.

All parties agree that a Quantum Coherency Analyzer (previously known as the test kit) be installed into every device. All parties agree to support and defend the clinical evaluation and research history.

Any past or previous paid services will not be charged fees (which are already activated). All fees apply to future operations. QX World is required to discuss all past transactions with any party asking for past reduced fees.

5. Sales Commissions:

First and foremost is the sales commission of the products. Salesman operating individually will get 20% of the sale as a base and 25% of the sale if they do 3 or more a month.

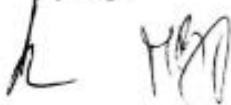
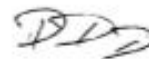
Brokers or distributors will be defined by those having 15 (paid for) maintained inventory on the shelf, servicing major conventions in their areas with booths, developing advertising and business plans, and overall professionalism and presentation of a broker office. For this they will receive an extra 10% over the sales commission. Thus making 35% a maximum paid for sales.

A 200 to 500 dollar or euro is a birddog fee for a qualified properly introduced lead. A 1000 birddog promotion will last till Jan 1st. This fee is outside of the sales fees, but can be shared with the broker, distributor or salesman if they are involved in pre promises.

Any other variation of these terms has to be approved by the consultant.

6. Perceived value thru pricing:

Next and primary is the retail value of the products. Perceived value is the most important and distinctly valuable part of any business. We must religiously try to preserve the value of the product and not allow people to cheapen it with discounted temporary quick money. Consultant reserves the right to be flexible in retail pricing for promotional, reputation, research, marketing or educational purposes with the retail prices.



New EDUCTOR retail price will be 19,000 euro till Jan 31st, 19,500 euro till determined else wise.

SCIO to EDUCTOR trade in retail price 11,700EUR now and 12,500 in July 2015.

INDIGO to EDUCTOR trade in retail price 12,900EUR now and 14,000 in July 2015.

QXCI to SCIO trade in retail price 16,500 euro now and 17,000 in July 2015.

Serial SCIO value for trade in 2,500 euro from the 1st of January 2015.

QXCI value for trade in 1,000 eur from the 1st of January 2015.

Refurbished SCIO retail price 7,000 euro from the 1st of January 2015.

Used SCIO retail price 5,000 euro from the 1st of January 2015.

NEW SCIO will be 10,000 euro till July 1st, and 11,000 euro from then on till determined otherwise. All attempts to cheapen the perceived value must be reported, stopped and dealt with directly and efficiently.

The Cybermagnetic Chair will be 5,000 euro till Feb 14th when it becomes 6,000 euro.

All parties will agree to discourage discounts and to encourage research cooperation as a way of payment if a customer applies for a discount.

QX Ltd reserves the right to adjust retail pricing for an individual sale as it see fit for promotional purposes or to smooth businesses in that any other variation of these terms has to be approved by the consultant.

7. Software pricing and activation

Consultant can decide to reduce the fee on certain sales for promotional and other concerns after receiving all feedback and opinions of party members concerned with the situation of concern.

Any previous deals or promises will be given timely opportunity to close. Proof of disputes to be shown to the consultant if requested. QX WORLD reserves the right to check documentation in case a lower software fee is requested.

Cybermagnetic chair software will be the hardware fees, direct expenses and sales commission fees minus the whole sale price. The remainder is the software fee and will be collected by QX Ltd and 30% directed to QX World.

Eductor software fee is to be 5,000 euro.

Eductor trade in software fee is to be 5,000 euro.

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SCIO software fee is to be 4,000 euro. Any previous deals or promises will be given timely opportunity to close. On devices that have paid ownership fees only the full activation fees apply.

Indigo Software is 4,500 dollars now and 5,000 dollars in July 2015.

Used SCIO software fee is to be 2,000 euro now 2,500 in 1st of January 2015.

Refurbished SCIO software fee is to be 2,500 euro now 3,000 in 1st of January 2015.

Cybermagnetic Chair software fee is to be the remainder after expenses of sale, 3,000 July 2015.

QXCI to SCIO and SCIO serial to SCIO trade in software fee is 50% of the normal software fee

QX World supervises activation and software protection and collection of software fees. Full monthly reports of software activities and finances will be made to Consultant.

QX World agrees to have smooth operations and allow all selling software to have 5 business days to pay QX Ltd and QX World their fees. And QX world must pay their obligation to QX Ltd in 5 business days after full fund transfer and device activation. If after 5 business days there is still not paid fees, QX World can force COD (Cash On Delivery) to the sales organization till they catch up with fees or QX WORLD have the right to withhold/block all activations until all payments owed are fulfilled.

If after 5 business days there is still not paid fees, QX Ltd can force COD (Cash On Delivery) to the sales organization till they catch up with fees or QX Ltd have the right to withhold/block business until all payments owed are fulfilled.

QX World will supervise all rental agreements and direct rental fees to the directed parties. Any or all parties may participate in rental fee collection on agreement.

On rent with the option to buy or credit terms devices all parties receiving funds from the sale such a hardware, software, commissions, etc will receive their payment as a percent of the monthly transaction, or as described by mutual agreement. Any other variation of these terms has to be approved by the consultant.

8. Cooperation of Services:

All parties bring needed services (registration, copyrights, trademarks, service, protection, education, government work qualifications. All legal process and mandated procedures must be observed and obeyed in special circumstance. This agreement allows all to work together to have smooth services and stop interchanging fees other than QX Ltd software obligations.

QX World and all parties can share the services and sell accordingly. QX World can buy devices from Pentavox directly and have access to the current CE mark the current CE mark owned by S.C. Biofeedback 2014 srl, if they notify Consultant for such orders and notify Consultant of the serial numbers prior to picking them up.

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Biofeedback srl and any future owners of any new CE mark or registration will make contracts that allow any other party to do labeling at their own site efficiently and legally in the letter of the law and notify the CE owner about the serial numbers to maintain proper quality control.

Cooperation of services means neither party charge the other parties for services other than the base software fees outlined above. Mandelay Kft agrees and grants permission to QX WORLD kft to purchase devices directly from Pentavox, without limiting the number of devices purchased, for as long as the Mandelay Pentavox exclusive contract is valid.

S.C. Biofeedback 2014 srl is obligated in this contract to procure an ethics committee letter. All parties are also mandated to pursue additional ethics committee letters and to work together to do research and product development.

Mandelay is obligated to fully pursue their own CE Marks with SGS in Prague and thru the TUV in Hungary. QX World is to pursue its own CE mark thru their agency. All parties agree to support, cooperate and help each other party to procure their CE Marks with different names and slightly different software. All parties work and support the other parties to provide maximum safety to protect the technology.

QXSUBSPACE.com is a website for system software activation, orders, and record management. It is not designed for marketing. Marketers such as distributors, sales people, brokers, networkers can and are listed on the site. All parties so listed should make their own marketing websites and at this point only Sterling srl and Mandelay have direct contractual relations with the hardware system supplier. Only QX World has direct relation to control software activation, development and management. USA 510k rights are owned by Eclosion kft. Intellectual property and device clinical research are the property of QX Ltd. All parties must not misrepresent themselves on any website or in any other fashion.

If any party feels another party has made a misrepresentation they must alert the consultant as to the misrepresentation and the party doing the possible misrepresentation. Such party is given a one week chance to change the website. Consultant will act as referee in such disputes and make final decisions. Any party continuing a misrepresentation after consultant directs change will be given a fine and jeopardize their position in this contract.

All parties agree to not put any unapproved discounted price in print in any medium, including but not limited to e-mail, website, facebook, letter, fax, video, smoke signal or in any other written medium.

Qxsubspace.com will remain both hardware and software due to the fact that a complete database must be part of qxsubspace.com and all orders must go through qxsubspace.com for purposes of activation, protecting the software against counterfeit devices and counterfeit illegal software activations. If this changes, QX WORLD cannot guarantee full protection of software as it is mandated by its contract.

Any improper business activities of any party can void the parties participation in this agreement, void their percentage of fees and if a cease and desist from QX Ltd (owner of the copyright and intellectual property is sent out to any party the party agrees to immediately stop all activities.)

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All parties agree to not cast dispersion, rumor, or degrade any other parties. If parties interact on a sale, then parties are encouraged to work out a mutual compensation or involve the Consultant to help determine compensation to parties. But any infighting or slander is not allowed. All parties must present and preserve a common front.

9. Confidentiality

All parties agree to keep this agreement and all sensitive material confidential. Any slander on any party must be reported to the Consultant and dealt with immediately.

10. Non-Compete:

All parties agree not to compete with the services outlined. Any other products sold must be notified to Consultant who reserves the right to determine if the other product is legal and does not interfere with the main business. If a party is removed from this agreement in writing the removed party fully agrees to not compete with any of the remaining parties and especially not compete with QX Ltd for two years after severing the contract.

11. Jurisdiction

The jurisdiction of this contract is under European and International law. Any disputes will be resolved under European law in a court in Budapest. Under European law no granting of exclusive territories can be allowed or enforced in Europe. Registration law will dictate the sales processes in each country. Partners must work together via contractual agreement to control territorial concerns. This agreement active on the date all parties sign.

The terms of this contract will be for 2 years, renewable on mutual written consent of parties.

12. Record keeping, Report to QX Ltd and Logistics

All parties agree to supply QX Ltd Consultant with monthly reports of all financial activities related to QX Ltd. Consultant agrees to hold such reports confidential as best possible but reserves the right to share some details to smooth out business concerns. Any party not supplying monthly reports in timely fashion can be penalized 5,000 euro for each transgression day and if continued the party can be removed from the business and severe all agreement obligations.

Parties are required to notify the consultant of their financial processes; price or commission variance and consultant can enforce, challenge, or dispute a sale that is not part of contract items 5, 6, 7.

QX World agrees to supply consultant with a monthly update of source code as protection of the business concerns for all. Consultant agrees to hold this confidential.

71 Page




13. Customer Service / Support

The customer relations and customer service needs to be held at a high esteem by all parties at all times. Each of the parties must agree to do their part in timely fashion to supply customer service in the context of their service supplied. No disdain of customer service can be tolerated in the agreement. Warranties, guarantees, on-line training and all other written obligations are to be reviewed and approved by the consultant. Changes and evolution of these will also be approved by the consultant.

QX World must give in writing timely technical details (bugs, glitches, links, solutions) and changes in such details to all parties for all parties to best supply customer service. all parties are required to make all attempts to get such details from QX ltd newsletters and lecture support.

14. AMENDMENTS AND WAIVERS.

No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by each party hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

15. TIMELY PERFORMANCE .

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

16. ATTORNEYS' FEES.

In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith, and for collection of any amounts due under this Agreement.

17. NO ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto.

18. FURTHER ASSURANCES.

The parties hereto, at any time before or after the execution of this Agreement, shall, at their own expense, execute, acknowledge and deliver any further technical assurances, Documents and



Instruments reasonably requested by one another and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by one another for the purpose of consummating the transactions contemplated by this Agreement.

19. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one Document. It shall be necessary to account for only one fully executed counterpart in order to prove this Agreement.

20. SEVERABILITY.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or enforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

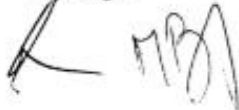
21. THIRD PARTY BENEFICIARIES.

This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto, their respective successors and permitted assigns.

22. NOTICES.

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt or (e) upon receipt of confirmation of receipt of an electronic mail transmission. All communications shall be sent to the addresses set forth on the signature page hereof or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto.

9 | Page



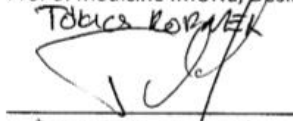
23. RULES OF CONSTRUCTION.

The parties hereto shall be deemed to have participated equally in the preparation of this Agreement, and consequently this Agreement shall not be construed more strictly against one party than against any other party.

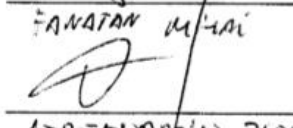
The individuals whose signatures appear below enter freely into this agreement for their respective parties.

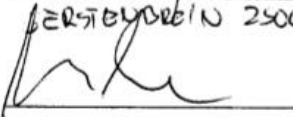
 Date: 12/19/2014

Prof of Medicine IMUNE, Desire D. Dubounet -- QX Ltd., Provider of Information and Consultant

 Date: 13/12/2014

 MALWALE - BODZENK
IBOLVA
13/12/2014

 ANATAN M. LAI Date: 14/12/2014

 PERSIYOBRIIN ZSOLT Date: 14/12/2014

_____ Date: _____

_____ Date: _____

_____ Date: _____

PLEASE NOTE THAT ALL PAGES OF THIS CONTRACT MUST BE SIGNED IN EITHER MARGIN BY ALL PARTIES

(END OF DOCUMENT)
