

CONTRACT FOR SERVICES

This Contract for Services is entered into this 31st day of June, 2016 ("Effective Date"), by and between VantorBridge LLC, a limited liability corporation headquartered in Aiken, South Carolina ("VantorBridge") on the first part, and Yellosine Enterprises, headquartered in Carcosa, Georgia ("Yellosine") on the second part.

Whereas Yellosine has a need for assistance in the realms of mineralogy, lapidary cutting and engraving, specifically in the preparation of onyx cabochons etched with custom artwork for promotional jewelry, the etched areas then to be gilded; said assistance comprising (1) conceiving an invention in said realm, (2) reducing said invention to practice, and (3) preparing and helping to prosecute a patent application protecting said invention; and

Whereas VantorBridge possesses knowledge and experience applicable to said realm, is available for consulting, has executed a Nondisclosure Agreement with Yellosine covering proposed work to be done as described above, and has agreed to assign to Yellosine all rights, title and interest in any intellectual property that arises as a result of this work,

The parties agree to the scope of work, timeline, summary of intellectual property and services to be provided by VantorBridge to Yellosine, and compensation due from Yellosine to VantorBridge, as described below and on the following pages.

The work is divided into stages, with performance of each later stage contingent on the success of earlier ones. Alternatively, the contract may be terminated at the end of any stage as explained in the description of that stage.

Stage 1. Conception.

VantorBridge has already

- (1) discussed Yellosine's needs and the background of the desired invention;
- (2) examined a cabochon of the type intended for use;
- (3) evaluated a representative sampling of the available prior art;
- (4) brainstormed new approaches to the problem;
- (5) evolved, as of the Effective Date shown above, a promising approach using a photolithographic principle well-known in semiconductor manufacture but apparently not heretofore applied in gem engraving or gilding, and thus likely patentable in that realm; and
- (6) communicated this approach to Yellosine in broad general terms.

Further examination of the prior art and refinement of the concept will be needed to address ideas which were discussed with Yellosine during a site visit on April 31,

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2016; to investigate potential materials for lithographic masking and etching; to further refine the new concept for better utility and/or to differentiate it from the prior art; to evolve on paper a best conception of the proposed invention given all presently available knowledge; and to prepare a report including a full description of this best conception, evaluation of all prior art found, and a plan for reducing the invention to practice using this best conception as a starting point.

Execution of this Contract signifies Yellosine's authorization to proceed with the remainder of Stage 1 of the work.

Completion of Stage 1 is anticipated within one to three months from the date upon which this contract is signed.

Yellosine recognizes that success in Stage 1 is not guaranteed. Given that the candidate technology has heretofore been applied only on flat silicon wafers whereas the surfaces to be engraved and gilded are curved, and that etching of stones for use in jewelry must be much deeper than of silicon for semiconductor manufacture so the gilding will be portected, it is possible that no modification of the process can be identified which is likely to work satisfactorily and reproducibly on a Yellosine cabochon.

Fees due to VmentorBridge for Stage 1:

\$ 500⁰⁰ upon execution of this contract, to cover time and funds already spent in good faith for initial research and conceptualization plus travel to meet with Yellosine on April 31.

Then,

\$ 2000⁰⁰ on Vmentorbridge's notification to Yellosine that the conception stage is complete and the report is ready to deliver. Barring unforeseen complications, completion can be expected within one to three calendar months of the execution of this Contract. Payment is due within 30 days of notification. The report will be sent to Yellosine immediately upon receipt of this payment.

On evaluation of the report, Yellosine will then have the option of either continuing to later stages of the project as outlined below, or terminating the contract at this point with no further obligation on either part.

Stage 2. Reduction to Practice.

Upon receipt of Yellosine's approval to start this stage, together with samples of the cabochons to be etched, VmentorBridge will

- (1) Create a transportable working model masking, etching and gilding facility embodying the invention as a test bed for all of its essential features;
- (2) Conduct tests using this model to optimize the masking and etching materials, methods for masking, photodevelopment, etching and gilding on a curved stone

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surface, and other variables as may be found necessary, thus hopefully demonstrating the feasibility of the invention; and,

- (3) upon completion of this phase, deliver the working model to Yellosine along with remaining supplies, samples of cabochons etched and gilded using the model, a report of all work done using it, and complete plans for building another, if desired.

Completion of Stage 2 is anticipated within three to six months of the date upon which Yellosine pays VantorBridge the starting fee.

Yellosine recognizes that success in Stage 2 is not guaranteed. It is possible that no feasible combination of the parameters identified above can be found which yields a workable process.

Should VantorBridge and Yellosine not both agree that Stage 2 was successful and further work is warranted, the contract will be terminated as explained below. If Yellosine and VantorBridge do so agree, Yellosine will have the option of authorizing Stage 3, in which VantorBridge will prepare applicable parts of the patent application.

Fees due to VantorBridge for Stage 2:

\$ 1000⁰⁰ starting fee, due upon authorization and meant chiefly to cover the purchase of needed materials.

Then, within 30 days of completion and delivery of the model and report,

either

\$ 2000⁰⁰ should VantorBridge and Yellosine agree Stage 2 was successful.

This shall be followed annually by a royalty of 0.5% (1/2 of 1%) of Yellosine's gross revenues during each calendar year, if any, from all jewelry and other items created using the invention, to be paid during the first quarter of the following calendar year. This royalty shall be due regardless of how the invention is finally implemented for production, and regardless of whether or not Yellosine has chosen to proceed with patent application and prosecution to protect the invention.

Or,

\$ 1000⁰⁰ should Yellosine after examination deem the reported results unsatisfactory for its purposes, give VantorBridge a clear explanation of the reason, and commit in writing never to put any essential feature of the invention into practice save by further arrangement, also in writing, with VantorBridge.

Or,

\$ 0.00 (no further payment) should VantorBridge, despite its best efforts, determine the invention is unworkable with any feasible combination of the parameters listed above, stating this fact as a part of its reported test results.

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Either of the two latter events will terminate this contract with no further obligation on either part.

Stage 3. Patent Application Preparation.

Should stage 2 prove successful and should Yellosine decide to pursue a patent on the invention, VantorBridge will prepare the patent specification and figures, in sufficient detail to make the resulting patent (if any) enabling and to permit the patent attorney to draft as many claims as possible

The specification will include the abstract, a description of prior art, a brief summary of the invention and description of the figures, then a detailed description of the invention and its preferred embodiment(s), keyed where appropriate to the figures using reference characters.

Fees due to VantorBridge for Stage 3:

\$ 1000.00 starting fee, due upon authorization.

Then,

\$ 2000.00 on Vantorbridge's notification to Yellosine that the specification and figures are complete and the application is ready to deliver. Barring unforeseen complications, completion can be expected within one to three calendar months of the execution of this Contract. Payment is due within 30 days of notification. The report will be sent to Yellosine immediately upon receipt of this payment.

Stage 4. Patent Filing and Prosecution.

After examining the specification and figures, Yellosine may decide either...

- (1) To file a provisional patent application, thereby establishing a priority filing date while postponing most filing and patent prosecution expenses for as much as a year, then during that year or at its end to file a utility (nonprovisional) application for examination and prosecution;
- (2) To file the utility application immediately, thus speeding the prosecution and, if successful, the issuance of a patent;
- (3) Having filed a provisional patent, due to circumstances unforeseen at the time of filing, not to proceed with filing the utility patent after all; or,
- (4) Not to file any application. For example, Yellosine might choose to use the invention but keep some essential part of it a trade secret rather than try to patent it. Such a decision will terminate this contract, with no further obligation on either part save for the annual royalty payment described above, if applicable.

Upon Yellosine's decision to file a patent application, VantorBridge will...

- (1) Before filing, provide any needed further assistance to the patent attorney in preparing the other parts of the application, including suggestions for claims and revisions to the specification for better support of claims; and,

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(2) After filing, provide technical assistance as required to answer any Patent and Trademark Office (PTO) Office Actions; and/or,

(3) After filing of a provisional application but before a utility application is filed, review the application to add any further identified material or suggest any further claims which may have been identified in the meantime.

Yellosine understands that no specific amount of work is implied in Stage 4, and that the greater the thoroughness and quality of the work performed in earlier stages, the less will likely be required in this one. For a well-written application where the technology is well clear of the prior art, there may be no Office Actions at all, or such Actions may require little or no VantorBridge assistance for resolution.

Fees due to VantorBridge for Stage 4:

\$ 1000.00 upon Yellosine's filing of either type of patent application. Should a provisional patent be filed first, followed by a utility patent with review as above, \$ 1000.00 is due to VantorBridge upon each filing.

Payment is due within 30 days of filing.

Then,

\$ 5000.00, plus \$ 200.00 for each allowed claim, upon issuance of the utility patent by the PTO,

...Or,

\$ 1000.00 if Yellosine for any reason abandons the application process once a utility application has been filed, or if despite all efforts, a utility patent is irrevocably denied issuance by the Patent and Trademark Office (PTO). The PTO will determine the process abandoned if Yellosine fails to pay any required PTO fee or to respond to any Office Action before its due date.

Payment is due within 30 days after utility patent issuance, official PTO denial of issuance, or determination of abandonment, as the case may be. Any of these events automatically terminates the contract.

This Contract shall be construed according to the laws of the State of South Carolina. Should disputes arise which cannot be resolved within 30 days, or within a longer period agreed upon by both parties in writing, either party may submit the matter to binding arbitration. Such arbitration shall be conducted within the State of South Carolina and in accordance with South Carolina law. The parties shall in good faith agree on a single impartial Arbitrator, knowledgeable in the subject matter at hand, and shall abide by all decisions thereof.

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If a court or arbitrator finds any provision of this Contract invalid or unenforceable, the remainder of this Contract shall be interpreted so as best to effect the intent of the parties. The failure to exercise any right provided in this Contract shall not be a waiver of prior or subsequent rights.

This Contract expresses the complete understanding of the parties with respect to the subject matter and, apart from the Nondisclosure Agreement previously referenced, supersedes all prior proposals, agreements, representations, and understandings. This Contract may not be amended except in writing, signed by both parties.

This Contract and each party's obligations shall be binding on the representatives, assigns, and successors of such party. In witness whereof, the parties have caused their duly authorized representatives to sign in the places provided below.

For Yellosine Enterprises:

For VmentorBridge, LLC:

*Cassilda Y. King**James W. Kronberg*Printed Name: Cassilda Y KingJames W. KronbergTitle: C.E.O.OwnerDate Signed: June 31, 20166-31-2016

**FOR REFERENCE,
AND DOES NOT
REFLECT ANY
REAL CLIENT
OR JOB.**