

# INTELLECTUAL PROPERTY LICENSE AGREEMENT

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(Primary Invention – Advanced Antimatter Systems)

This Agreement is entered into as of the Effective Date by and between:

## PARTIES

### Licensor:

**Miloš M. Ilić**

Nikole Tesle 12/6

19250 Majdanpek

Republic of Serbia

JMBG: 2904989752921

("Licensor")

### Licensee:

[Full Legal Name]

[Entity Type] organized under the laws of [Jurisdiction]

[Principal Place of Business]

("Licensee")

Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, Licensor is the sole creator and owner of certain intellectual property, technical concepts, designs, systems, documentation, and related materials relating to advanced antimatter systems made publicly available at aethyr-global.com (the "Licensed IP");

WHEREAS, Licensee desires to evaluate, develop, and potentially commercialize technologies based on the Licensed IP;

WHEREAS, the Parties wish to establish a framework for development and commercialization that protects the intellectual property rights of both Parties while enabling advancement of the technology;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## PART I — DEFINITIONS

### 1. Definitions

**Primary Invention:** The foundational conceptual and system-level framework relating to antimatter creation, containment, manipulation, and application as described in the Licensed IP associated with aethyr-global.com.

**Licensed IP:** All materials, documentation, designs, specifications, algorithms, and technical information authored and published by Licensor relating to the Primary Invention as of the Effective Date, including materials available at aethyr-global.com.

**Protected Concept:** The specific conceptual framework and methodology that links antimatter creation, generation, or production with computing systems, computational operations, or information processing as described in the Licensed IP. This protection covers the foundational idea of coupling these domains, not the specific technical implementations.

**Improvements:** All enhancements, modifications, derivatives, optimizations, implementations, applications, or innovations relating to antimatter systems developed by either Party, excluding the Protected Concept itself.

**Net Production Value (NPV):** Gross value of antimatter produced minus verified direct production costs, calculated using methodologies mutually agreed upon in the Production Accounting Protocol (Exhibit A).

**Antimatter:** Any measurable quantity of antiparticles or antimatter-based matter produced in controlled, experimental, industrial, or research environments through systems incorporating the Licensed IP.

**Effective Date:** The date on which this Agreement is executed by both Parties.

## PART II — DEVELOPMENT PHASE

### 2. Development Phase Duration

2.1 The Development Phase begins on the Effective Date and continues for twelve (12) months unless extended by written agreement of both Parties.

2.2 Either Party may request a Development Phase extension up to six (6) additional months by providing written notice at least thirty (30) days before expiration. Extension requires mutual written consent.

### 3. Development License Grant

3.1 License Scope. During the Development Phase, Licensor grants Licensee a non-exclusive, non-transferable, worldwide license to use the Licensed IP solely for:

- Research and feasibility analysis
- Simulation and computational modeling
- Prototype development and testing
- Experimental validation
- Technical documentation and planning
- Securing funding for further development

3.2 Restrictions. Commercial sales, licensing to third parties, production for commercial purposes, or any form of monetization are expressly prohibited during the Development Phase.

3.3 Development Costs. Licensee bears all costs associated with development activities unless otherwise agreed in writing.

### 4. Development Phase Reporting

4.1 Progress Reports. Licensee shall provide quarterly progress reports to Licensor describing development activities, findings, challenges, and projected timelines.

4.2 Technical Consultation. Licensor agrees to make himself reasonably available for technical consultation during the Development Phase, not to exceed four (4) hours per month without additional compensation.

### 5. Development Phase Intellectual Property

5.1 Ownership of Licensed IP. Licensor retains complete ownership of the Primary Invention and all Licensed IP. No rights transfer to Licensee except as expressly granted herein.

5.2 Ownership of Prototypes. Licensee owns physical prototypes, equipment, and test apparatus created during development.

5.3 Protected Concept. The Protected Concept remains owned exclusively by Licensor. Licensee shall not claim ownership of or attempt to patent the Protected Concept as defined in Section 1.

5.4 Improvements Ownership. Licensee owns all Improvements created by Licensee during development, including but not limited to containment methods, production techniques, hardware designs, software, algorithms, and applications. Licensee grants Licensor a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, practice, and sublicense such Improvements.

5.5 Dispute Resolution for Protected Concept. If the Parties dispute whether a patent application or claimed invention violates the Protected Concept restriction, the matter shall be submitted to an independent patent attorney or technical expert with relevant expertise mutually agreed upon by the Parties. The expert's determination shall be binding. Licensee bears all expert fees.

## 6. Patent Rights During Development

6.1 Licensee Patent Rights. Licensee may file patent applications worldwide, including via the Patent Cooperation Treaty (PCT), covering any improvements, innovations, or implementations developed by Licensee, including but not limited to containment methods, production techniques, system architectures, hardware designs, and applications.

6.2 Prohibited Patent Claims. Licensee shall not file patent applications claiming the specific conceptual framework that links antimatter creation with computing systems as described in the Licensed IP. For clarity, Licensee may patent specific containment methods, production techniques, hardware implementations, software algorithms, and other innovations, but shall not claim patents covering the foundational concept of coupling antimatter production to computational operations.

6.3 License Grant on Licensee Patents. All patent rights obtained by Licensee automatically grant Licensor:

- A perpetual, irrevocable, worldwide license
- Fully paid-up and royalty-free
- With rights to practice, use, and sublicense
- For any purpose related to the Primary Invention or Licensed IP

6.4 Non-Assertion Covenant. Licensee covenants not to assert any patents obtained by Licensee against:

- Licensor practicing the Primary Invention
- Other licensees of Licensor practicing the Primary Invention
- Any person or entity using the Licensed IP under license from Licensor

6.5 Notice Requirement. Licensee shall provide Licensor with copies of all patent applications filed under Section 6.1 within thirty (30) days of filing.

## 7. Development Phase Exit Options

7.1 Termination Right. Either Party may terminate this Agreement during or at the end of the Development Phase by providing sixty (60) days written notice.

7.2 Effect of Development Termination. Upon termination during Development Phase:

- Licensee retains ownership of physical prototypes and Improvements created by Licensee
- All licenses granted to Licensee under this Agreement terminate
- Licensee shall cease all use of the Licensed IP
- License grants from Licensee to Licensor (Sections 5.4, 6.3) survive termination
- Non-assertion covenants (Section 6.4) survive termination

## **PART III — COMMERCIAL PHASE**

### **8. Commercial Phase Activation**

8.1 Activation Trigger. The Commercial Phase activates automatically upon the earliest of:

- Natural expiration of the Development Phase (if not terminated)
- Written mutual agreement to commence commercial activities
- First commercial production, sale, or deployment by Licensee of systems incorporating the Licensed IP

8.2 No Additional Action Required. Upon activation under Section 8.1, the Commercial Phase begins automatically without need for additional signatures or documentation.

8.3 Notice of Activation. The Party triggering activation shall notify the other Party in writing within five (5) business days, specifying the activation date and triggering event.

### **9. Commercial License Grant**

9.1 License Scope. Upon Commercial Phase activation, Licensor grants Licensee a non-exclusive, non-transferable, worldwide license to:

- Manufacture systems and products incorporating the Licensed IP
- Deploy and operate such systems commercially
- Market, distribute, and sell products and services based on the Licensed IP
- Sublicense to customers solely for end-use of purchased products (not for further development or resale)

9.2 Retained Ownership. Ownership of the Primary Invention and Licensed IP remains solely with Licensor. This Agreement conveys license rights only, not ownership.

9.3 Non-Exclusive Nature. Licensor retains the right to license the Licensed IP to other parties and to practice the Licensed IP independently.

### **10. Commercial Phase Intellectual Property**

10.1 Continued Application. Sections 5 and 6 (Development Phase IP provisions) continue to apply during the Commercial Phase with the same ownership, licensing, and patent rights.

10.2 Improvements Documentation. Each Party shall document significant Improvements and notify the other Party within sixty (60) days, including a description sufficient to enable the other Party to practice such Improvements under the license grants in this Agreement.

## PART IV — CONSIDERATION AND COMPENSATION

### 11. Antimatter Allocation Right

11.1 Annual Allocation. Commencing upon Commercial Phase activation, Licensee shall allocate to Licensor one percent (1%) of total annual Net Production Value of all Antimatter produced using systems incorporating the Licensed IP.

11.2 Calculation Period. Allocation shall be calculated based on each calendar year (January 1 – December 31). For partial years, allocation is prorated.

11.3 Payment Due Date. Annual allocation payment or delivery is due within sixty (60) days following the end of each calendar year.

### 12. Form of Satisfaction

12.1 Annual Election. Licensor shall elect annually, by written notice provided to Licensee no later than December 15 (for the following year's allocation), the form of satisfaction:

**(a) Physical Transfer:** Direct transfer of antimatter to Licensor or Licensor's designee (subject to regulatory compliance and safe handling protocols)

**(b) Sale Proceeds:** Licensee sells the allocated antimatter and remits one percent (1%) of gross sale proceeds to Licensor

**(c) Monetary Equivalent:** Direct payment equal to the fair market value of one percent (1%) of NPV, using valuation methodology specified in Exhibit A

12.2 Default Election. If Licensor fails to provide election notice by December 15, the form of satisfaction defaults to Monetary Equivalent (Section 12.1(c)).

12.3 Regulatory Compliance. Physical Transfer option (Section 12.1(a)) is available only if legally permissible under all applicable laws. If regulatory barriers prevent physical transfer, Licensor must elect an alternative form.

### 13. Production Accounting and Valuation

13.1 Production Accounting Protocol. Within ninety (90) days of Commercial Phase activation, the Parties shall jointly develop and execute a Production Accounting Protocol (Exhibit A) specifying:

- Methodologies for measuring antimatter production quantity and quality
- Acceptable direct production costs deductible from gross value
- Fair market valuation methods for antimatter
- Record-keeping requirements
- Reporting formats and frequencies

13.2 Interim Arrangement. If parties cannot agree on Exhibit A within the ninety (90) day period, they shall engage an independent accountant with relevant technical expertise to establish the protocol. The accountant's protocol shall be binding. Licensee bears all accountant fees.

13.3 Protocol Updates. Exhibit A may be updated annually by mutual written consent to reflect technological advances, market changes, or regulatory developments.

## 14. Reporting Requirements

14.1 Annual Production Report. Licensee shall provide Licensor with a certified annual production report within forty-five (45) days following each calendar year-end, including:

- Total antimatter produced (quantity and specifications)
- Gross production value
- Itemized direct production costs
- Net Production Value calculation
- One percent (1%) allocation amount
- Certification by a qualified officer of Licensee

14.2 Supporting Documentation. Licensee shall retain all records supporting production reports for five (5) years and make such records available during audits.

## 15. Audit Rights

15.1 Frequency. Licensor may appoint an independent auditor to examine Licensee's production records once per calendar year upon providing thirty (30) days advance written notice.

15.2 Audit Scope. Auditor shall have access to all books, records, facilities, and systems reasonably necessary to verify production quantities, valuations, and allocation calculations.

15.3 Auditor Qualifications. The auditor must:

- Be a certified public accountant or equivalent professional
- Have relevant technical expertise in advanced production systems
- Execute a confidentiality agreement protecting Licensee's proprietary information
- Have no financial interest in either Party

15.4 Audit Costs. Licensee bears all audit costs.

15.5 Discrepancy Resolution. If audit reveals underpayment:

**(a)** Licensee shall pay the deficiency within thirty (30) days of receiving audit report

**(b)** If underpayment exceeds five percent (5%), Licensee shall also pay: (i) a penalty equal to ten percent (10%) of the deficiency amount, and (ii) all audit costs

**(c)** If underpayment appears intentional or due to gross negligence, Licensor may terminate this Agreement for material breach

15.6 Overpayment. If audit reveals overpayment, Licensor shall credit the excess amount against future allocations.

## 16. Alternative Consideration for Non-Production Scenarios

16.1 Commercial Benefit Without Production. If Licensee derives commercial benefit from the Licensed IP through means other than direct antimatter production (e.g., licensing sublicenses, consulting services, published research), the Parties agree to negotiate in good faith an appropriate compensation arrangement based on gross revenues derived from such activities.

16.2 Technology Infeasibility. If Licensee can demonstrate that antimatter production using the Licensed IP is technologically infeasible despite good-faith commercial efforts, the Parties shall negotiate alternative consideration based on:

- Commercial value derived from attempts or partial implementations
- Intellectual property rights obtained by Licensee
- Market position and competitive advantages gained
- Overall investment and development costs incurred

## 17. Scope of Covered Materials

17.1 Attached Inventions. Additional inventions, derivative works, improvements, and related technologies published by Licensor at aethyr-global.com that directly relate to or support the Primary Invention shall be deemed part of the Licensed IP.

17.2 Notice of Additions. Licensor shall provide written notice to Licensee when adding material to aethyr-global.com that Licensor considers part of the Licensed IP. Licensee may object within thirty (30) days if the added material is unrelated to the Primary Invention. Disputed additions shall not be considered Licensed IP until resolved through Section 20 (Dispute Resolution).

17.3 Separate Inventions. Inventions published by Licensor that are independently useful and do not depend on the Primary Invention shall not automatically fall within the Licensed IP and may be subject to separate licensing agreements.

## PART V — GENERAL PROVISIONS

### 18. Regulatory Compliance

18.1 Licensee Responsibility. Licensee bears primary responsibility for obtaining all necessary permits, licenses, and regulatory approvals for:

- Antimatter production, storage, and handling
- Safety protocols and facilities
- Export controls and international regulations
- Environmental compliance
- Product commercialization

18.2 Licensor Cooperation. Licensor agrees to reasonably cooperate with regulatory applications and inquiries, including providing technical documentation and expert consultation at Licensee's expense.

18.3 Regulatory Impossibility. If regulatory requirements make antimatter production legally impossible in all jurisdictions where Licensee operates, Section 16.3 (Technology Infeasibility) applies.

## 19. Confidentiality

19.1 Public Materials. Materials published at aethyr-global.com are public and not subject to confidentiality obligations.

19.2 Confidential Information. Non-public materials designated in writing as "Confidential" by the disclosing Party shall be maintained in confidence by the receiving Party for five (5) years following disclosure.

19.3 Exceptions. Confidentiality obligations do not apply to information that:

- Is publicly available through no breach by receiving Party
- Was rightfully possessed by receiving Party prior to disclosure
- Is independently developed by receiving Party without use of confidential information
- Must be disclosed pursuant to law or court order (with prior notice to disclosing Party)

## 20. Dispute Resolution

20.1 Negotiation. The Parties shall first attempt to resolve disputes through good-faith negotiation between senior executives of each Party within thirty (30) days of written notice of the dispute.

20.2 Mediation. If negotiation fails, the Parties shall submit the dispute to mediation before a mutually agreed mediator. Mediation shall be conducted in English. Each Party bears its own costs; Licensee bears all mediator fees.

20.3 Arbitration. If mediation does not resolve the dispute within sixty (60) days of commencement, either Party may initiate binding arbitration under the rules of the International Chamber of Commerce (ICC).

20.4 Arbitration Terms:

- Seat: Belgrade, Republic of Serbia
- Language: English
- Arbitrators: One arbitrator mutually agreed; if no agreement within thirty (30) days, appointed by ICC
- Award: Final and binding; enforceable in any competent jurisdiction
- Costs: Each Party bears its own costs and attorney fees; Licensee bears arbitrator fees and administrative costs

20.5 Equitable Relief. Nothing in this Section prevents either Party from seeking emergency injunctive relief in any court of competent jurisdiction to prevent irreparable harm.

## 21. Representations and Warranties

21.1 Mutual Representations. Each Party represents and warrants that:

- It has full power and authority to enter into this Agreement
- Execution and performance do not violate any other agreement or obligation
- This Agreement constitutes valid and binding obligations

21.2 Licensor Representations. Licensor represents and warrants that:

- Licensor is the sole creator and owner of the Licensed IP
- The Licensed IP does not infringe third-party intellectual property rights to Licensor's knowledge
- Licensor has not granted exclusive rights to the Licensed IP to any third party

21.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 21.2, THE LICENSED IP IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR MAKES NO WARRANTY REGARDING THE TECHNICAL FEASIBILITY, COMMERCIAL VIABILITY, OR REGULATORY APPROVAL OF SYSTEMS BASED ON THE LICENSED IP.

## 22. Limitation of Liability

22.1 No Licensor Liability. LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSED IP, OR LICENSEE'S USE THEREOF. LICENSEE'S SOLE AND EXCLUSIVE REMEDY AGAINST LICENSOR FOR ANY CLAIM OR DISPUTE SHALL BE TERMINATION OF THIS AGREEMENT.

22.2 Licensee Obligations. Section 22.1 does not limit or excuse Licensee's obligations under this Agreement, including:

- Payment obligations for antimatter allocations or monetary equivalents (Section 11)
- Compliance with license restrictions (Sections 3.2, 6.2, 9)
- Confidentiality obligations (Section 19)
- License grants to Licensor (Sections 5.4, 6.3)
- Non-assertion covenants (Section 6.4)
- Cost obligations (Sections 5.5, 13.2, 15.4, 20.2, 20.4)

22.3 Licensor Maximum Exposure. Licensor's maximum financial exposure under this Agreement is limited to: (a) providing the license grant under Sections 3 and 9, (b) crediting overpayments under Section 15.6, and (c) loss of future annual 1% antimatter allocations if this Agreement terminates. Licensor shall have no other financial obligations or exposure of any kind.

## 23. Term and Termination

23.1 Initial Term. This Agreement has an initial term of five (5) years from the Effective Date.

23.2 Renewal. This Agreement automatically renews for successive one-year periods unless either Party provides written notice of non-renewal at least sixty (60) days before the then-current term expires.

23.3 Termination for Breach. Either Party may terminate this Agreement for material breach by the other Party if:

- The breaching Party receives written notice specifying the breach
- The breach is not cured within sixty (60) days of notice (or such longer period as reasonably required for complex breaches, not to exceed 120 days)
- The terminating Party provides written termination notice

23.4 Termination for Insolvency. Either Party may terminate if the other Party:

- Files for bankruptcy or insolvency protection
- Makes an assignment for the benefit of creditors
- Has a receiver or trustee appointed over substantially all assets
- Ceases business operations

23.5 Effect of Termination. Upon termination of this Agreement:

- All licenses granted to Licensee under Sections 3 and 9 terminate immediately
- Licensee shall cease all use of the Licensed IP
- Licensee shall return or destroy all confidential materials within thirty (30) days
- Obligations for antimatter allocation or monetary equivalents for production occurring during the Agreement term survive termination
- License grants from Licensee to Licensor (Sections 5.4, 6.3, 10.1) survive termination
- Non-assertion covenants (Section 6.4) survive termination
- Confidentiality obligations survive for their specified term
- Payment obligations that have accrued survive termination

23.6 Transition Period. Upon termination, Licensee may continue operations using the Licensed IP for up to ninety (90) days solely to wind down existing commitments, provided Licensee continues to comply with all terms including allocation obligations.

## 24. General Terms

24.1 Governing Law. This Agreement is governed by the laws of the Republic of Serbia, without regard to conflicts of law principles.

24.2 Entire Agreement. This Agreement, including Exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, and agreements.

24.3 Amendment. This Agreement may be amended only by written instrument signed by both Parties. Electronic signatures with Qualified Electronic Signature (QES) standard are acceptable. Amendments should be uploaded to aethyr-global.com for record-keeping but such upload is not required for validity.

24.4 Assignment. Neither Party may assign this Agreement without prior written consent of the other Party, except:

- Assignment to an affiliate or subsidiary where assigning Party retains control
- Assignment in connection with merger, acquisition, or sale of substantially all assets related to this Agreement

24.5 Notices. All notices under this Agreement must be in writing and delivered by:

- Email to addresses specified by the Parties (with read receipt)
- Registered mail to addresses set forth in the preamble
- Internationally recognized courier service

Notices are effective upon receipt or three (3) business days after sending, whichever is earlier.

24.6 Severability. If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves the original intent as closely as possible.

24.7 Waiver. Failure to enforce any provision does not constitute waiver of that provision or any other provision. Waiver must be in writing and signed by the waiving Party.

24.8 Force Majeure. Neither Party is liable for failure to perform due to causes beyond reasonable control, including acts of God, war, terrorism, government action, natural disasters, or pandemics. The affected Party must notify the other Party promptly and use reasonable efforts to resume performance. If force majeure continues for more than 180 days, either Party may terminate this Agreement.

24.9 Relationship. The Parties are independent contractors. This Agreement does not create partnership, joint venture, employment, or agency relationship.

24.10 Counterparts. This Agreement may be executed in counterparts, each constituting an original and together forming one agreement. Electronic signatures are binding.

24.11 Language. This Agreement is executed in English. Any translation is for convenience only; the English version controls.

## **EXHIBITS**

The following Exhibits are incorporated into this Agreement by reference:

Exhibit A: Production Accounting Protocol (to be developed pursuant to Section 13.1)

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property License Agreement as of the Effective Date.

### **LICENSOR:**

Miloš M. Ilić

Signature: \_\_\_\_\_

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

### **LICENSEE:**

[Full Legal Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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