



ROYALTY INVESTMENT AGREEMENT

This Royalty Investment Agreement (this “Agreement”) is entered into as of _____ (**Date**), by and between **EyeKon Technology, Inc.**, a corporation organized under the laws of the State of Delaware (the “Company”), and _____ (the “**Investor**”).

RECITALS

WHEREAS, the Company is raising up to One Million Dollars (\$1,000,000) in total capital through a combination of royalty payments and equity via a separate Post-Money SAFE note; and

WHEREAS, the Investor desires to invest in the Company on the terms set forth herein, which provide for royalty payments on EyeKon app annual subscriptions sold, with eligibility for equity participation via a separate agreement after recoupment;

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

1. Investment

1.1 The Investor hereby agrees to purchase, and the Company agrees to issue, a royalty in exchange for the Investor’s payment of _____ (the “**Investment Amount**”).

1.2 The Investment Amount shall be paid to the Company by ACH transfer or other immediately available funds concurrently with the execution of this Agreement.

1.3 This Agreement is one of a series of substantially identical royalty agreements. The aggregate principal amount invested under all such agreements shall be referred to as the “Aggregate Royalty Investment,” which shall not exceed Five Hundred Thousand Dollars (\$500,000) (the “Royalty Cap”).

2. Royalty Payments

2.1 **Pro Rata Royalty Share.** The Investor’s “Pro Rata Royalty Share” shall equal the Investment Amount divided by the Aggregate Royalty Investment (determined upon completion of the royalty tranche and not to

exceed the Royalty Cap). The Company shall notify the Investor in writing of the final Pro Rata Royalty Share within thirty (30) days after the royalty tranche closes.

2.2 Royalty Obligation. For each EyeKon app annual subscription sold by the Company (net of any refunds, chargebacks, or returns), the Company shall pay Two Dollars (\$2.00) into a royalty pool. The Investor shall be entitled to receive a royalty payment equal to \$2.00 multiplied by the Investor's Pro Rata Royalty Share.

2.3 Payment and Reporting. Royalty payments shall be calculated and paid quarterly. Within thirty (30) days following the end of each calendar quarter, the Company shall deliver to the Investor: (i) a report detailing the number of EyeKon app annual subscriptions sold during the quarter and the calculation of the royalty due, and (ii) payment of the royalty amount via ACH transfer or other agreed method.

2.4 Duration of Royalty. Royalty payments to the Investor shall continue until the cumulative royalties received by the Investor equal the Investment Amount (the "Recoupment Date"). Upon the Recoupment Date, the Investor's right to further royalty payments under this Agreement shall automatically terminate.

2.5 The Company shall maintain accurate records of subscriptions sold and shall make such records available for inspection by the Investor upon reasonable request (not more than twice per year) solely for verification of royalty calculations.

3. Information Rights

3.1 The Investor shall have the right to request the Company's financial documents (including, without limitation, unaudited balance sheets, income statements, and cash-flow statements) as follows:

- (a) up to two (2) times during the first twelve (12) months following the Effective Date; and
- (b) quarterly thereafter until the Recoupment Date.

3.2 The Company shall provide the requested documents within thirty (30) days of each request. All information provided shall be treated as confidential by the Investor and used solely for monitoring the investment.

4. Equity Allocation

Upon the date on which the Investor has received cumulative royalty payments equal to the full Investment Amount (the "Recoupment Date"), the royalty obligations under this Agreement shall automatically terminate.

The Investor shall be awarded the Company's equity (common stock) as decided by the Post-Money SAFE note share price upon closure of the current round of \$1.0 Million raise.

5. Representations and Warranties

5.1 The Company represents that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

5.2 The Investor represents that he/she is well aware of risks involved in this investment, and is otherwise qualified to enter into this agreement.

5.3 Each party represents that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

6. Miscellaneous

6.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

6.2 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

6.3 **Amendments.** Any amendment must be in writing and signed by both parties.

6.4 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign to a successor in connection with a merger or sale of substantially all assets.

6.5 **Severability.** If any provision is held invalid, the remainder shall continue in full force.

6.6 **Counterparts.** This Agreement may be executed in counterparts, including electronically.

6.7 **Notices.** All notices shall be in writing and delivered by email or certified mail to the addresses provided below or as updated in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

EyeKon Technology, Inc.



By: _____

Name: Paul Chintapalli

Title: CEO

Address: 1302 E. Collins Blvd, Richardson, TX 75081

Email: paul@eyekonapp.com

Investor

By: _____

Name:

Title:

Address:

Email:

EXHIBIT A

EXAMPLE ROYALTY CALCULATIONS

Four Investors totaling \$500K

- Investor 1: \$50,000 (10%)
- Investor 2: \$100,000 (20%)
- Investor 3: \$150,000 (30%)
- Investor 4: \$200,000 (40%)
- Aggregate Royalty Investment: \$500,000 (Royalty Cap)
- Royalty per subscription to the pool: \$2.00
- Royalty per subscription received by each:
 - Investor 1: \$0.20 ($10\% \times \$2.00$)
 - Investor 2: \$0.40 ($20\% \times \$2.00$)
 - Investor 3: \$0.60 ($30\% \times \$2.00$)
 - Investor 4: \$0.80 ($40\% \times \$2.00$)
- Total subscriptions required for full recoupment of all investors: 250,000
- Calculation: $\$500,000 \div \$2.00 = 250,000$ subscriptions
- At that point:
 - Investor 1 receives \$50,000 total
 - Investor 2 receives \$100,000 total
 - Investor 3 receives \$150,000 total
 - Investor 4 receives \$200,000 total
- Royalties then cease for all participants, and each receives equity via an executed SAFE note.