

IP ADMINISTRATION / PROSECUTION COORDINATION SERVICES AGREEMENT

This IP Administration / Prosecution Coordination Services Agreement (this "Agreement") is made as of January 22, 2026 (the "Effective Date"), by and between RWAP Technologies Inc, a Wyoming profit corporation with Wyoming entity identification number 2025-001792072 ("Company"), and John Christian Barlow Sr ("IP Manager"). Company and IP Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Company and IP Manager entered into that certain Patent Rights Assignment Agreement dated January 22, 2026 (the "Assignment"), pursuant to which IP Manager assigned to Company all right, title, and interest in and to the invention titled "Systems and Methods for Dual Chain Synchronization of Digital Property Tokens" and the patent applications identified in Exhibit A.
- B. Section 4 of the Assignment designates IP Manager as Company's initial IP Manager for the Assigned Rights (as defined below) and contemplates that the Parties will enter into an "IP Management Agreement" governing IP Services, fees, term, and related provisions.
- C. Company desires to retain IP Manager to coordinate patent prosecution, maintenance, and related portfolio administration for the Assigned Rights on the terms set forth herein, and IP Manager is willing to provide such services.

AGREEMENT

1. Definitions.

"Applications" has the meaning set forth in the Assignment and is further identified in Exhibit A.

"Assigned Rights" means all rights assigned to Company under the Assignment, including the Invention, the Applications, all related continuation, divisional, continuation-in-part, substitution, reissue, reexamination, extension and foreign/international counterpart rights, and all causes of action and rights to sue associated therewith.

"Assignment" has the meaning set forth in Recital A.

"Cause" has the meaning set forth in Section 4(d) of the Assignment; provided that for purposes of this Agreement, "reasonable opportunity to cure" means not less than fifteen (15) days after written notice, unless the breach cannot reasonably be cured within such period despite diligent efforts, in which case IP Manager shall have such additional time as is reasonably necessary to cure so long as cure is diligently pursued.

"Change of Control" means (i) any merger, consolidation, or similar transaction involving Company in which the stockholders of Company immediately prior to such transaction do not, immediately after such transaction, own more than fifty percent (50%) of the voting power of the surviving or resulting entity, (ii) any sale of all or substantially all of Company's assets, or (iii) any sale, transfer, or other disposition of shares of Company resulting in any person or group (as used in Section 13(d) of the Securities Exchange Act of 1934) owning more than fifty percent (50%) of the voting power of Company.

"Continuity Period" means the period specified in Section 4(e) of the Assignment (currently intended to be twenty-four (24) months).

"Downstream Agreement" means any agreement under which Company grants any license, sublicense, covenant not to sue, or other authorization to any third party to practice or use any portion of the Assigned Rights.

"IP Services" means the services described in Section 2 of this Agreement and Section 4(b) of the Assignment.

"Patent Counsel" means one or more licensed patent attorneys and/or patent agents retained by Company to prosecute, maintain, and/or enforce the Assigned Rights in the applicable jurisdictions.

"Prosecution Expenses" means out-of-pocket costs reasonably incurred in connection with the Assigned Rights, including official fees, annuities/maintenance fees, translation costs, foreign associate charges, search fees, and Patent Counsel fees and expenses.

2. Appointment; Scope; Authority.

2.1 Appointment. Company hereby appoints IP Manager as Company's initial IP Manager for the Assigned Rights, and IP Manager accepts such appointment, subject to the terms and conditions of this Agreement and the Assignment.

2.2 Scope of IP Services. Subject to Company's timely payment of Fees (defined below) and funding of Prosecution Expenses, IP Manager shall provide the following IP Services in a commercially reasonable and diligent manner:

- coordinate with Patent Counsel regarding prosecution strategy, claim scope objectives, and responses to office actions, and provide instructions to Patent Counsel consistent with Company's overall business objectives;
- maintain (or oversee maintenance of) a docket of deadlines for the Assigned Rights, and provide deadline reminders to Company and Patent Counsel;

- coordinate decisions and logistics for foreign filing, national phase entry, continuation practice, and portfolio expansion, including preparation of recommendations and budgets for Company's review;
- coordinate payment and tracking of Prosecution Expenses, including maintenance fees and annuities;
- assist Company in preparing and maintaining an internal IP diligence binder (assignments, recordation receipts, filing receipts, prosecution history summaries, and related materials);
- support Company's licensing and commercialization activities by identifying patent family coverage, preparing non-confidential portfolio summaries, and coordinating Patent Counsel input on license provisions (without providing legal advice to third parties);
- coordinate with Company and Patent Counsel regarding potential infringement matters, including evidence preservation and initial claim chart development (with Patent Counsel responsible for legal analysis and advice).

2.3 Authority and Limitations. Company authorizes IP Manager to act as Company's primary operational point of contact with Patent Counsel and foreign associates for the Assigned Rights and to convey Company instructions for routine prosecution and portfolio-administration matters. Notwithstanding the foregoing:

- IP Manager is not, by virtue of this Agreement, retained as Company's legal counsel and shall not be required to be counsel of record in any jurisdiction. Company shall retain Patent Counsel for legal advice and representation.
- Except as expressly authorized in writing by an officer of Company or as permitted by applicable law and Patent Counsel practice, IP Manager shall not sign or file papers with any patent office on Company's behalf.
- Company retains ultimate decision-making authority over material portfolio decisions, including abandonment of any Application, nonpayment of maintenance fees, initiation of litigation, settlement of litigation, and any grant of an exclusive license. Company agrees, however, that it will not override IP Manager's prosecution instructions for the Assigned Rights except by written direction from Company's Chief Executive Officer or Board of Directors after consultation with IP Manager.

2.4 Standard of Performance. IP Manager shall perform the IP Services in good faith, with reasonable care, and in a manner consistent with prudent portfolio-administration practices. IP Manager does not guarantee the issuance, scope, validity, or enforceability of any patent, which depend on third-party and governmental actions and legal standards.

3. Company Cooperation; Downstream Agreements.

3.1 Cooperation. Company shall timely provide information, approvals, signatures, and resources reasonably requested by IP Manager or Patent Counsel to prosecute and maintain the Assigned Rights. Company shall designate in writing a Company officer authorized to approve budgets and material portfolio decisions.

3.2 Engagement of Patent Counsel. Company shall retain Patent Counsel reasonably acceptable to IP Manager for prosecution and maintenance of the Assigned Rights. Company may replace Patent Counsel at any time; provided that Company shall (i) consult with IP Manager prior to replacement and (ii) ensure an orderly transition to avoid missed deadlines.

3.3 Funding of Prosecution Expenses. Company shall be responsible for all Prosecution Expenses. Upon IP Manager's request, Company shall maintain a prepaid prosecution budget or deposit (a "Prosecution Deposit") in the amount set forth in Exhibit B (or, if not specified, in an amount reasonably sufficient to cover the next six (6) months of anticipated Prosecution Expenses). IP Manager shall not be obligated to direct Patent Counsel to incur material expenses if the Prosecution Deposit is not funded.

3.4 Downstream Agreements; Pass-Through of IP Management Charges.

(a) Inclusion Requirement. Company shall include in each Downstream Agreement provisions that (i) require the counterparty to pay an "IP Management Charge" or administrative fee to support management, prosecution, and maintenance of the Assigned Rights, and/or to reimburse Company for Prosecution Expenses, in each case in amounts not less than the minimums (if any) set forth in Exhibit B, and (ii) provide that IP Manager is an express third-party beneficiary of the payment and audit provisions relating to such IP Management Charge to the extent payable to IP Manager.

(b) Remittance. To the extent any IP Management Charges are payable to Company (rather than directly to IP Manager), Company shall remit such amounts to IP Manager within ten (10) business days after receipt, less only amounts expressly agreed in writing by IP Manager.

(c) No Waiver. Company shall not waive, reduce, or amend any IP Management Charge provisions in a Downstream Agreement in a manner adverse to IP Manager without IP Manager's prior written consent.

3.5 Records. Company shall maintain accurate books and records sufficient to verify amounts due under Exhibit B and Section 3.4 and shall provide IP Manager reasonable access to such records upon reasonable notice for the limited purpose of verifying payments.

4. Fees; Invoicing; Payment.

4.1 Fees. Company shall pay IP Manager the fees described in Exhibit B (the "Fees"). Unless otherwise specified in Exhibit B, Fees shall be billed on an hourly basis at the then-current hourly rate.

4.2 Invoicing; Payment Terms. IP Manager shall invoice Company monthly in arrears (or as otherwise specified in Exhibit B). Invoices are due and payable within ten (10) business days after receipt. Company shall pay undisputed amounts when due. If Company disputes any portion of an invoice, Company shall notify IP Manager in writing within five (5) business days after receipt, pay the undisputed portion when due, and work in good faith to resolve the dispute promptly.

4.3 Late Payments. Overdue amounts shall accrue interest at the lesser of (i) 1.0% per month or (ii) the maximum rate permitted by applicable law, whichever is higher, from the due date until paid.

4.4 Suspension for Nonpayment. If Company fails to pay an undisputed amount within ten (10) business days after written notice of nonpayment, IP Manager may suspend performance of IP Services until all undisputed overdue amounts are paid and the Prosecution Deposit is funded. Company acknowledges that suspension may adversely affect patent rights, and Company assumes responsibility for consequences of a suspension caused by Company's nonpayment.

4.5 Expense Reimbursement. Company shall reimburse IP Manager for reasonable out-of-pocket expenses incurred in performing IP Services (excluding Prosecution Expenses) if such expenses are pre-approved in writing by Company or are within the pre-approval threshold set forth in Exhibit B.

5. Payment Assurance; Security Interest.

5.1 Grant of Security Interest. To secure Company's payment obligations under this Agreement (including Fees and reimbursement obligations) and to implement Section 4(g) of the Assignment, Company hereby grants to IP Manager a continuing security interest in (a) the Assigned Rights and (b) all proceeds, products, and revenues derived therefrom (including amounts payable under Downstream Agreements), in each case solely to the extent necessary to secure the Secured Obligations (defined below).

5.2 Secured Obligations. "Secured Obligations" means all amounts owed by Company to IP Manager under this Agreement that are unpaid after the applicable cure periods, including accrued Fees, reimbursable expenses, and reasonable enforcement costs (including attorneys' fees) to the extent recoverable.

5.3 Perfection; Further Documents. Upon IP Manager's request, Company shall execute and deliver a patent security agreement substantially in the form attached as Exhibit C and any related instruments reasonably necessary for IP Manager to perfect and maintain the security interest described herein, including UCC financing statements. IP Manager may file UCC financing statements and, if advisable, may record the patent security agreement with the USPTO or other applicable registries.

5.4 Standstill on Foreclosure Absent Default. IP Manager agrees that IP Manager will not seek foreclosure or other disposition of the Assigned Rights except after an Event of Default and expiration of the cure period described in Section 6.4. Any enforcement shall be limited to what is commercially reasonable and permitted by law.

5.5 Termination of Security Interest. The security interest granted under this Section 5 shall automatically terminate upon full payment and satisfaction of the Secured Obligations, and upon request Company shall be entitled to a termination statement and reasonable cooperation from IP Manager to terminate any UCC filings.

6. Term; Termination; Change of Control.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 6.

6.2 Removal Only for Cause; Assignment Controls. Company may remove IP Manager only for Cause in accordance with Section 4(d) of the Assignment. The Parties intend this Agreement to be interpreted consistently with the Assignment with respect to removal, transition, and change of control continuity.

6.3 Change of Control Continuity. In the event of a Change of Control, IP Manager's appointment shall continue for the Continuity Period unless removed for Cause in accordance with Section 4(d) of the Assignment.

6.4 Termination by IP Manager; Event of Default. IP Manager may terminate this Agreement upon written notice if (i) Company fails to pay an undisputed amount when due and does not cure such failure within ten (10) business days after written notice, (ii) Company materially breaches Section 3.4 and does not cure within fifteen (15) days after written notice, or (iii) Company otherwise materially breaches this Agreement or the Assignment provisions relating to IP Manager's engagement (Sections 4(b)-(e)) and does not cure within fifteen (15) days after written notice. Any such uncured breach shall constitute an "Event of Default" for purposes of Section 5.

6.5 Effect of Termination. Upon termination: (a) Company shall pay all accrued and unpaid Fees and reimbursable expenses through the termination date; (b) IP Manager shall provide reasonable transition assistance to any successor manager and/or Patent Counsel as reasonably requested by Company, at IP Manager's then-current hourly rate, provided Company has paid all undisputed overdue amounts; and (c) Sections intended to survive (including Sections 5, 7, 8, 9, 10, and 11) shall survive.

6.6 No Waiver of Assignment Remedies. Termination of this Agreement does not limit IP Manager's rights and remedies under the Assignment, including Section 4(f) of the Assignment.

7. Confidentiality.

7.1 Confidential Information. "Confidential Information" means non-public information disclosed by either Party relating to the Assigned Rights, business plans, inventions, source code, technical documentation, customer and licensing information, and financial information, whether disclosed in writing, orally, visually, or by inspection of tangible objects.

7.2 Obligations. Each Party shall (i) use the other Party's Confidential Information solely to perform or receive performance under this Agreement, (ii) protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance (but not less than reasonable care), and (iii) not disclose such Confidential Information except to its employees, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations at least as protective as those set forth herein.

7.3 Exclusions. Confidential Information does not include information that the receiving Party can demonstrate by contemporaneous records (i) is or becomes publicly available through no breach of this Agreement, (ii) was lawfully known to the receiving Party before disclosure, (iii) is lawfully received from a third party without breach of any obligation, or (iv) is independently developed without use of the disclosing Party's Confidential Information.

7.4 Compelled Disclosure. If disclosure is required by law or court order, the receiving Party shall (to the extent permitted) provide prompt notice and cooperate with reasonable efforts to seek confidential treatment.

8. Work Product; Ownership.

8.1 Work Product. To the extent IP Manager prepares reports, summaries, spreadsheets, claim charts, docketing materials, or other work product in performing the IP Services ("Work Product"), IP Manager hereby assigns to Company all right, title, and interest in and to such Work Product as a work made for hire to the extent applicable; to the extent not a work made for hire, such assignment is effective upon creation. Notwithstanding the foregoing, IP Manager retains ownership of IP Manager's pre-existing templates, know-how, and generalized skills, provided that IP Manager does not disclose Company's Confidential Information.

8.2 Records. IP Manager shall maintain reasonable records of IP Services performed and shall provide Company with reasonable documentation supporting invoices.

9. Independent Contractor.

9.1 Status. IP Manager is an independent contractor and not an employee, partner, joint venturer, or agent of Company for any purpose other than as expressly set forth in Section 2.3. IP Manager shall be responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort, including workers' compensation and unemployment insurance.

9.2 No Benefits. IP Manager is not eligible for, and shall not participate in, any employee benefit plan, health plan, or other fringe benefit plan of Company by virtue of this Agreement.

10. Remedies; Attorneys' Fees; Governing Law; Venue.

10.1 Equitable Relief; Specific Performance. The Parties acknowledge that breach of this Agreement or the Assignment provisions relating to IP Manager's engagement may cause irreparable harm. Accordingly, each Party shall be entitled to injunctive relief and specific performance to enforce this Agreement and the Assignment, without the necessity of posting bond to the extent permitted by law.

10.2 Attorneys' Fees. Assignee shall pay Assignor's reasonable attorneys' fees and costs incurred in enforcing this Agreement and provide a bond for such.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflicts of laws principles, except to the extent preempted by applicable federal law relating to patents.

10.4 Venue. Each Party consents to exclusive jurisdiction and venue in the state and federal courts located in Wyoming for any dispute arising out of or relating to this Agreement or the Assignment, and each Party waives any objection to such venue on the grounds of inconvenient forum.

11. Miscellaneous.

11.1 Notices. Notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail (return receipt requested), or by email with confirmation of transmission, to the addresses set forth below (or to such other address as a Party may designate by notice).

11.2 Assignment. Company may not assign this Agreement without IP Manager's prior written consent, except to a successor in connection with a merger, consolidation, or sale of substantially all assets, provided that any such successor expressly assumes Company's obligations under this Agreement and Sections 4(b)-(g) of the Assignment in writing. IP Manager may assign IP Manager's right to receive payments under this Agreement to an affiliate or estate planning vehicle upon notice to Company.

11.3 Entire Agreement; Order of Precedence. This Agreement, together with the Assignment and the exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings relating thereto. In the event of an inconsistency, the Assignment controls with respect to ownership and assignment of the Assigned Rights, and this Agreement controls with respect to the performance of IP Services, Fees, and payment mechanics, except that Company may not interpret either agreement to reduce the protections provided to IP Manager in Sections 4(b)-(g) of the Assignment.

11.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURES

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

COMPANY:

RWAP Technologies Inc

By: *John Christian Barlow Sr for BOARD OF DIRECTORS*
John Christian Barlow Sr for BOARD OF DIRECTORS (Feb 27, 2026 16:02:01 EST)

Name: John Christian Barlow Sr for BOARD OF DIRECTORS

Title: CEO / Board of Directors

Date: 02/27/2026

Address: 32 W 4th Street, Emporium PA, 15834

Email: board@rwap.ai

IP MANAGER:

John Christian Barlow Sr

Signature: *John Christian Barlow Sr*

Date: 02/27/2026

Address: 32 W 4th Street, Emporium PA 15834

Email: jcb@rwap.ai

EXHIBIT A
IDENTIFIED APPLICATIONS

U.S. Utility Patent Application (nonprovisional)

Title: Systems and Methods for Dual Chain Synchronization of Digital Property Tokens

USPTO Application No.: 19/456,268

Confirmation No.: 6248

Patent Center Reference: 74091649

PCT International Application (RO/US)

Title: Systems and Methods for Dual Chain Synchronization of Digital Property Tokens

PCT/RO/US Application No.: PCT/US26/13002

PCT Confirmation No.: 5261

PCT Reference: 74230707

EXHIBIT B

FEE SCHEDULE AND PAYMENT MECHANICS

The following business terms apply unless modified by a written amendment signed by both Parties.

1. Hourly Rate: \$750.00 per hour.
2. Monthly Retainer (optional): \$0.00 per month.
3. Prosecution Deposit (Section 3.3): \$0.00 (or an amount reasonably sufficient to cover the next six (6) months of anticipated Prosecution Expenses).
4. Pre-Approval Threshold for Non-Prosecution Expenses (Section 4.5): \$2500.00 per expense.
5. Minimum IP Management Charge in Downstream Agreements (Section 3.4): Five percent (5.0%) of all Gross Consideration paid under the applicable Downstream Agreement to the extent attributable to the Assigned Rights (the “IP Management Charge”). For purposes of this item, “Gross Consideration” means all amounts actually received by Company and/or IP Manager (as applicable) from or on behalf of the counterparty under the Downstream Agreement, including upfront/license fees, option fees, milestones, running royalties, sublicense income, and other monetary consideration, but excluding (i) reimbursement of Prosecution Expenses and other documented pass-through costs, and (ii) sales/use taxes, VAT, withholding taxes, and similar governmental charges collected and remitted. The IP Management Charge shall be payable at the same times and in the same manner that the underlying Gross Consideration is payable.
6. Payment Destination for IP Management Charges: Payable directly to IP Manager at the address/instructions provided by IP Manager.
7. Audit Right in Downstream Agreements: Licensee to provide usage / revenue reports sufficient to verify IP Management Charges and to permit audit not more than once per year.

EXHIBIT C
FORM OF PATENT SECURITY AGREEMENT (SUMMARY FORM)

Note: This Exhibit is a summary form intended to support perfection/recordation. Parties may substitute a longer form security agreement to address jurisdiction-specific requirements.

1. Parties. This Patent Security Agreement (this "Security Agreement") is entered into between RWAP Technologies Inc ("Debtor") and John Christian Barlow Sr ("Secured Party").
2. Secured Obligations. The "Secured Obligations" are as defined in Section 5.2 of the IP Management and Patent Prosecution Services Agreement dated January 22, 2026 (the "Management Agreement").
3. Collateral. As security for the Secured Obligations, Debtor grants Secured Party a security interest in (a) the patent rights and applications listed on Schedule 1 (the "Patent Collateral") and (b) all proceeds and products thereof, including revenues and receivables arising from licenses or other exploitation of the Patent Collateral.
4. Authorization. Debtor authorizes Secured Party to file UCC financing statements and to record this Security Agreement (or a short form thereof) with the USPTO or other applicable registries.
5. Termination. Upon full and final payment and satisfaction of the Secured Obligations, the security interest shall terminate and Secured Party shall provide reasonable cooperation to file termination statements.

Schedule 1 - Patent Collateral: The Assigned Rights / Applications identified in Exhibit A of the Management Agreement and any continuations, divisionals, continuations-in-part, substitutions, reissues, reexaminations, extensions, and foreign counterparts thereof.

EXHIBIT D

FORM DOWNSTREAM LICENSE CLAUSE (IP MANAGEMENT CHARGE)

The following clause is intended to be inserted into each Downstream Agreement as required by Section 3.4 of the Management Agreement:

"IP Management Charge; Third-Party Beneficiary; Audit. Licensee shall pay the IP Management Charge set forth in [Schedule __] to [IP Manager Name and payment instructions OR Company] in accordance with such schedule. To the extent payable to IP Manager, IP Manager is an express third-party beneficiary of this Section and may enforce it directly. Licensee shall maintain accurate books and records sufficient to verify amounts due and shall provide periodic reports reasonably necessary to calculate the IP Management Charge. Upon reasonable notice, Licensee shall permit an audit not more than once per year by an independent auditor to verify compliance with this Section."










RWAP_IP_Management_Agreement

Final Audit Report

2026-02-27

Created:	2026-02-27
By:	John Christian Barlow Sr for BOARD OF DIRECTORS (board@rwap.ai)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeofiWS8ByHRiz6K0nSI1bKUFprDAdFg_

"RWAP_IP_Management_Agreement" History

-  Document created by BOARD OF DIRECTORS (board@rwap.ai)
2026-02-27 - 8:56:09 PM GMT
-  Document emailed to jcb@rwap.ai for signature
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-  Document emailed to BOARD OF DIRECTORS (board@rwap.ai) for signature
2026-02-27 - 8:56:14 PM GMT
-  Email viewed by jcb@rwap.ai
2026-02-27 - 8:58:20 PM GMT
-  Signer jcb@rwap.ai entered name at signing as John Christian Barlow Sr
2026-02-27 - 8:59:01 PM GMT
-  Document e-signed by John Christian Barlow Sr (jcb@rwap.ai)
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-  Signer BOARD OF DIRECTORS (board@rwap.ai) entered name at signing as John Christian Barlow Sr for BOARD OF DIRECTORS
2026-02-27 - 9:01:59 PM GMT
-  Document e-signed by John Christian Barlow Sr for BOARD OF DIRECTORS (board@rwap.ai)
Signature Date: 2026-02-27 - 9:02:01 PM GMT - Time Source: server
-  Agreement completed.
2026-02-27 - 9:02:01 PM GMT