

**DRAFT PROFIT SHARING DEPOSITOR AGREEMENT**

This Profit Sharing Depositor Agreement is made as of the date below, by and between Pathogens and Contaminate Detection LLC, a Florida LLC (hereafter referred to as “Company”) and Profit Sharing Depositor (hereafter referred to as “Depositor”)

WHEREAS, the Company desires deposits from the public to deploy algorithmic autonomous, self directed physical procedures in 3 separate components as described below in 3 separate independent projects in 3 separate Phases called Phase I, Phase II, and Phase III to gain profits.

WHEREAS, the Depositor agrees to participate in one of the Phases to share in 27.2 percent of net profits received by the Company directly from that particular phase if any profits whereby profits should be generated from customers paying fees to the Company for applications and services provided by the Company.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

For the purposes of this Agreement, terms and formulas used but not otherwise defined herein shall have the respective meanings ascribed to them on Exhibit A attached hereto and incorporated herein by reference.

1. Profit Sharing.

(a) Simultaneously with the execution of this Agreement, Depositor shall deposit into the Company's bank account in United States Dollars no later than December 23, 2025 which is the book entry expiration date, amounts greater than \$1,250.00 to become a party to this Profit Sharing Depositor agreement. This agreement may be extended by the Company and the book entry date will be revised to reflect a new date.

(b) The Company maintains the right to expend the depositors funds and profits after 27.2 percent of the profits are subtracted. The Company has the full authority in any way that the Company sees appropriate for generating profits with both the Company and Depositors best interests in mind. The Company agrees to pay to Depositor 27.02 percent (27.2%) of Net Profits (before taxes) each year (the “Depositors Profit Share”) from all revenues gained from specific projects depositors elects to deposit into which are either Phase I, Phase II, or Phase III until the expiration date of June 1, 2033 (7 years). Depositor may elect to deposit into more than one Phases by notating which phase on the Docusign agreement the Depositor elects. Each separate Phase will require a separate Docusign agreement signed again noting which other Phase the Depositor elects to participate in. Separate companies may be used in the future for each specific phase and for ease of payments and separation of business applications. This will not affect this

agreement regarding the Profit Sharing for the Depositors with the goal of ease of operations and funds disbursement.

(c) Depositor must choose which specific Phase of the 3 Phase choices they decide to participate in before the book entry expiration date of the phase and deposit funds into the company's bank account. The exact amount of profit sharing is a ratio of funds deposited by each depositor to the total amount of the total net profit times 27.2 percent of the Company in that particular phase for each quarter until termination date. As an example, if the total net profit is \$536,000,000 for all seven years, then the depositors will share in \$145,792,000.00 (27.4 %) during that seven year period depending on their percentage of the total deposit in the phase II company bank account. These are just examples and not indicative of any future revenues and the future of artificial intelligence applications being accepted by each industry is unclear. Each Depositor is responsible for paying their own taxes.

(d) Depositor shall be entitled to their Profit Share in any of their chosen 3 Phases after deposit into Company's bank account clears for so long as the Company, or its successors or assignees generate any profits during that seven year period.

(e) Depositor shall have no obligations to make any further deposits into the Companies bank accounts other than those set forth in Section 1(a) and will not be held liable for any loses in any of the 3 Phases if any. Upon the first deposit into the Companies bank account from a Depositor, the funds will be used to commence operations in one of the Phases they have chosen. A depositor may elect to participate in more than one Phase

(f) Company can reject this agreement after signing in part or whole and return the deposit into the Company's bank account within 30 days of the date of signing this agreement. Both deposits and signed agreement can be rejected at any time. The depositor can cancel agreement only after 7 days of signing. Refunds will not be allowed after that time.

(g) All operations of all 3 phases including but not limited to funding milestones, deployment operations, companies chosen for AI deployment, hiring of personal, income and expenses, or anything that is relating to the depositors and the deployment of operations will be posted quarterly on the pathogens.ai website for the general public to see.

(h) Transferability. If some of the depositors (Company will assign a numeric code to each depositor if desired by Depositor) decide to convert their profit sharing agreement in crypto currency (by signing a release agreement with the Company) those particulars can be posted on the website with agreement by both parties. If the Depositor decides to have their agreement trade on an exchange (as part of a derivative or on a crypto currency exchange,) those particulars must be agreed upon by both parties. The cryptocurrency chosen by Depositor must be converted or trade on par with the value of the United States Dollar in order to qualify for quarterly payments.

## 2. Representations and Warranties of Company and Depositor.

Company hereby represents and warrants to Depositor that:

- (a) Company is duly organized, validly existing and in good standing under the laws of the State of Florida since 2022, and has the corporate power, access and authority to carry on its business by implementing IP and to enter into this Agreement and perform its obligations hereunder.
- (b) Company has made available to each Depositor and the general public all information regarding Phase I, Phase II and Phase III and their associated projects (when chosen by the Company) which contained therein is true and correct in all material respects as of the date herein. The company is considered a start up company with many risks which include but are not limited to: the acceptance by the general public of the new “AI” applications, the IP and technology working, the depositor losing all of their deposit, or the implementation of IP which may create a backlash to the Company and possibly the Depositor whereby people employed in their positions in various industries will be replaced by the IP the company offers. The Company maintains the right to disburse depositors funds in any manner it sees fit, any IP manner or to manage any Phase they see fit and maintains the right to change any aspect of any Phase for the betterment of the application. Insurance may be purchased at a later date.

Depositor warrants to Company that:

- (c) The Depositor warrants that it will only deposit the amount of funds in the Company’s bank account that they can afford to take a total loss on without causing financial difficulties for themselves. There are no guarantees that artificial intelligence applications will be accepted in industries the Company has planned to enter, that they will work or, there will be any profits generated at all by any of the 3 Phases.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4. Arbitration. The parties agree that arbitration shall be the sole and exclusive remedy to redress any dispute, claim or controversy between them involving this Agreement or its interpretation, or relating in any way to this Profit Share Depositor Agreement by Depositor hereunder. All such disputes, claims or controversies (hereinafter “Disputes”) shall be disposed of as follows: (a) the aggrieved party must submit all Disputes in writing to the other party (via both email and by overnight courier signed by the receiving party or their representatives) within thirty (30) days of the occurrence complained of; (b) if the Dispute is not resolved within thirty (30) days thereafter, either Party may refer the Dispute to section 44.103, Florida Statutes, and guided by the Florida Rules of Civil Procedure and the Rules of Court-Appointed Arbitrators for the State of Florida Arbitration. The arbitrator shall be chosen by the Company and the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA.

The expense of the arbitrator shall be shared equally by Company and the Depositor whom claims a dispute with the Company. Arbitration shall take place in Tampa, Florida.

The arbitrator shall have no authority to change any of the provisions of this Agreement, whether by alterations, additions to or subtractions from its terms.

The arbitrator shall not be empowered to award damages, and each party hereby irrevocably waives any damages, in excess of compensatory damages. The award of the arbitrator shall be final and binding on the parties. The parties hereby agree that the federal and state courts located in Tampa, FL shall have jurisdiction to confirm and enter judgment upon any arbitration award with respect to any dispute which is arbitrable as set forth herein. The arbitration provisions of this Agreement shall survive the termination or expiration of this Agreement.

5. Entire Agreement. This Agreement contains the entire understanding of the both parties with respect to the subject matter hereof and supersedes all previous verbal and written agreements between the parties hereto with respect to such subject matter.

6. Amendment. This Agreement may only be amended by a written instrument executed by both of the parties hereto. The Company maintains the right to revise any aspect of any application procedure, direction, or operation of the 3 phases with the best interests of both the Company and the Depositor in mind.

7. Counterparts. This Agreement may be executed electronically using DocuSign in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

(a) The parties may sign and deliver this Agreement in an electronic version and in counterparts, and each such counterpart, when taken together with all other copies of this Agreement also signed in counterpart, shall be considered as one agreement. The parties agree that electronic versions of this Agreement through DocuSign shall be given the same treatment and may be enforced in the same manner as if they had signed paper-and-ink copies of this Agreement.

8. Invalid components. In the event that any one of the components, terms or requirements of this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions, terms and requirements shall remain valid, legal and enforceable.

9. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, each party's respective successors, heirs, representatives, and assigns.

10. Questions for Clarification. If anything is unclear with any component of this agreement, please ask the Company to clarify any misunderstanding before signing this agreement by

putting the question in writing via email to the company at [shannon@pathogens.ai](mailto:shannon@pathogens.ai) and also seek advice from a professional and your legal counsel.

An email with a link to sign Agreement electronically through DocuSign will be sent to the prospective Depositor. After signing electronically, a link will be sent with another email link to make a deposit into the Company's bank account.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date affixed to this agreement.

Date

Name

Address

Phone number

Email address

Must pick one phase

Phase I

Phase II

Phase III

Profit Sharing Depositor Signature

Company Signature

## *Exhibit A*

### Definitions

Artificial Intelligence or “AI” means utilizing combinations of software applications, hardware devices, IP, trade secrets, and know how which includes but is not limited to algorithms, robots and drones and maybe quantum computing for physical, autonomous and self directed applications.

Book Entry Expiration Date will mean the last day that a depositor will be able to become a participant in any of the Phases.

Company - Pathogen and Contaminate Detection LLC, a Florida Limited Liability Company or Pathogens.ai

Depositor or Profit Sharing Depositor is an individual and or entity that has agreed to components on this agreement and has signed this agreement using DocuSign and deposited more than \$1,250.00 into the companies account.

The Profit Sharing Depositors bank account is defined as follows:

The Depositors Share Account in each Phase I, Phase II, and Phase III is calculated in three steps:

Step 1

The Depositors dollar GROUP totals are calculated by adding all the depositors funds together for each specific Phase. This is known as the Total Depositors GROUP amount.

Step 2

The Total SINGLE Depositors Share amount is calculated by the following.

The Total Depositors GROUP amount divided by the dollar amount a single Depositor has deposited into a specific Phase.

This is the percentage of their ownership in the Profit Sharing Depositors bank account called the SINGLE Depositors Share.

Step 3

The total net profits (27.2 percent of the total net profit) multiplied by the percentage of the SINGLE Depositors Share is their quarterly profit.

Company shall pay Depositor the calculated share of the Phase I, Phase II, or Phase III (choose one or all Phases on DocuSign profit share depositor agreement) profits generated as per this agreement within thirty days after the end of each calendar quarter with respect to the Profits “If Any” received by Company in such quarter that is subject to this Profit Sharing Deposit Agreement. If by chance all profits paid to Depositor by termination date of this agreement do

not add up to original depositor amount, the Company may payout profits until such time as the total initial depositor is reached.

Intellectual Property - includes but are not limited to technology that is labeled trade secrets, know how, pending patents, unproven technology, new technology, and or combinations thereof that may be used in Phase I, Phase II, and Phase III. This agreement does not transfer ownership of any IP, grant, sell or convey or disclose any trade secret or IP, transfer any new developed technology in the future, know how or newly discovered trade secrets while practicing, utilizing or improving IP and or new AI technology.

Net Profits means all generated Income to Company less any expenses or distributions.

Parties - The Depositor and the Company which are two separate entities.

Phase I, Phase II, and Phase III Or “the Phases” will mean the different applications described below.

#### Phase I

AI matter detection application or Universal Multipurpose Matter Detection Apparatus “UMMDA” application deployment to detect matter using using AI. Phase I may deploy 4 environmental applications, 3 veterinarian (or livestock settings), 2 medical and 1 unknown. There is at least a 6 month ramp-up minimum for 10 separate applications and contracts with customers.

See webpage for de3.ai for information on the UMMDA.

#### Phase II

Patient Intake for testing abnormal blood samples, urine samples, stool samples, and sputum patient temperature, patient weight, Patient blood pressure using 10 UMMDA physical automated directed medical procedures that are trained first, then monitored for workable automation. 1 year minimum ramp-up

#### Phase III

3- Self directed automated medical invasive procedures training through robots, algorithms and medical staff and personal all working together for the training. Step two is after training is the actual medical physical procedures such as mole removals then biopsies, then select hysterectomies utilizing automated self directed robots and algorithms with monitoring from medical staff and personal .

Depositors Totals Desired

Phase I AI UMMDA. A minimum of \$27,564,909.00 Desired. Commencement after first deposit have been received.

Phase II AI Patient Intake. A minimum of \$38,344,008.00 desired

Phase III AI Autonomous Medical Procedures a minimum of \$59,008,404.00 after deposit total for phase II reached.

Termination will mean June 1, 2033 or 7 years after the duration of this agreement expires which is June 1, 2026.