

MOTIV™ WICKLINE/MERCURI TKA CIRCLE

AGREEMENT ON ALLOCATION OF NET LICENSE REVENUES

March 2026

PARTIES

RegenMed, Inc., a Delaware corporation with its principal address at 680 S Cache Street, Suite 100-8790, Jackson, WY 83001 (RegenMed), and the Contracting Party, with corporate details as follows:

Legal Name:	
Legal Address:	
EIN/SSN:	
Billing E-Mail Address	
Authorized Representative Name	
Authorized Representative Title	
Authorized Representative E-Mail	
Authorized Representative Telephone	

PURPOSE OF AGREEMENT

This Agreement specifies the terms relating to the allocation to the Contracting Party and, if desired, its Affiliated Circle Members of Net License Revenues resulting from the Cases contributed by them to proprietary Circle Datasets generated on the basis of the MOTIV™ Wickline/Mercuri TKA Observational Protocol.

DEFINITIONS

Affiliated Circle Members: Circle Members identified on Appendix A hereto as amended from time to time, such amendment being approved in writing by RegenMed and the Contracting Party.

Allocable Net License Revenues: Forty percent (40%) of Net License Revenues multiplied by the fraction equal to:

- a. the number of Observational Protocol Cases contributed by the Contracting Party (including its Affiliated Circle Members) to the corresponding licensed Circle Dataset, divided by

- b. the number of all Observational Protocol Cases contributed to such corresponding licensed Circle Dataset.

Circle Dataset: Any set of Observational Protocol Cases defined by one or more Observational Protocol Attributes.

Net License Revenues shall mean (i) cash unconditionally received by RegenMed, the undersigned or any other Contracting Party, and/or any Circle Member affiliated with any Contracting Party, in respect of the licensing of a Circle Dataset, less (ii) actual costs incurred by RegenMed in negotiating and executing such Circle Dataset license, including those relating to Service Providers.

Observational Protocol: The MOTIV™ Wickline/Mercuri TKA Protocol, as specified [here](#).

Observational Protocol Attributes: Questions, Answers, anatomical areas, pathologies, indications, diagnoses, treatment protocols, medical codes (CPT, LOINC, ICD, SNOMED, etc.) and other characteristic assigned to the Observational Protocol prospectively or retroactively, and thereby inherited by all Observational Protocol Cases.

Observational Protocol Cases: Cases entered onto the Circle Platform against the Observational Protocol.

Observational Protocol Circle: All Contracting Parties which have executed Agreements essentially identical to this one, as well as the Circle Members affiliated with such Contracting Parties.

Service Providers: Institutional Review Boards, Medical Ethics Committees, legal or other professionals, banks and other financial institutions, medical statisticians, third-party IT specialists, and such other vendors and contractors as RegenMed in its sole discretion determines are appropriate to engage to maximize the licensing value of Circle Datasets.

Capitalized terms not defined herein shall have the meaning assigned to them in RegenMed's [Standard Legal Definitions](#).

OBLIGATIONS OF THE PARTIES

REGENMED

1. RegenMed's general obligations with respect to the deployment of its Circles Platform are covered in the Master Services Agreement, associated Statements of Work, License Agreement, Privacy Policy, Business Associate Agreement, and any other agreements executed by the Parties. Such agreements are deemed incorporated herein.
2. RegenMed shall use its best efforts to maximize the value of Circle Datasets. RegenMed makes no representation, warranty, or guarantee with respect to the development of any Net License Revenues.
3. RegenMed shall distribute to the Contracting Party its Allocable Net License Revenues, together with a supporting calculation, no later than thirty (30) business days after the receipt of any applicable License Revenues. In the absence of manifest error, the Allocable Net Revenues calculations of RegenMed shall be final.
4. The Contracting Party and any Affiliated Circle Members shall be responsible for all income and other taxes, charges and fees relating to its receipt of the Allocable Net License Revenues. RegenMed may withhold taxes from such payouts as required by law.

CONTRACTING PARTY

1. The Contracting Party shall be responsible for all Product and Service Charges incurred by it and Affiliated Circle Members, as specified in the Master Services Agreement and any associated Statements of Work.
2. The Contracting Party and its Affiliated Circle Members shall forward to RegenMed information regarding any potential Circle Dataset licensees.
3. It is the responsibility of the Contracting Party whether and how to distribute any portion of Allocable Net License Revenues to its Affiliated Circle Members.
4. The Contracting Party acknowledges that the clinical, scientific, and commercial value of all Circle Datasets based on the Observational Protocol for itself as well as all other

Contracting Parties and Affiliated Circle Members depends on timely (i) patient enrollment into Cases, (ii) patient completion of baseline Surveys, and (iii) completion of clinical Surveys assigned to Affiliated Circle Members.

OTHER TERMS

1. This Agreement shall be the final agreement between the Parties, and shall supersede any other writings or understandings concerning its subject matter. It may not be assigned or amended without the express written agreement of the Parties.
2. This Agreement shall be governed by the laws of the State of Delaware, U.S.A., and both parties submit to the courts of that State for the purpose of resolving any disputes arising hereunder.
3. Neither Party, and no Affiliated Circle Members, shall have any claim against any other Party or Affiliated Circle Member except as specifically provided for herein
4. This Agreement may be signed in counterparts.
5. This Agreement may be terminated by any Party for any reason upon thirty days' written notice provided that any amounts owed hereunder by either Party to the other shall remain due and payable.

Date:

Accepted and Agreed:

RegenMed, Inc.

[Contracting Party]

Name
Title

Name
Title

