

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “Agreement”) is made and entered into this 2nd day of April 2026, among Yondr, Inc. (“Yondr”) and Be Smarter, LLC and James Guerra (collectively “Be Smarter”) (each individually as a “Party” or collectively the “Parties”).

RECITAL

WHEREAS Yondr accused Be Smarter of infringing U.S. Patent Nos. 9,819,788 and 12,133,078, Federally Registered Trademark No. 6,995,045, and various acts of unfair competition in a complaint Yondr filed before the United States District Court for the Western District of Texas, Civil Action No. 1:24-cv-01326-ADA (the “Action”), and Be Smarter raised counterclaims against Yondr;

WHEREAS Be Smarter denies any alleged infringement of Yondr’s patents or any liability in the Action and Yondr denies Be Smarter’s counterclaims or any liability in the Action;

WHEREAS Be Smarter filed a Post Grant Review petition with the U.S. Patent and Trademark Office seeking review of U.S. Patent No. 12,133,078 (assigned No. PGR2025-00070), and a petition for Cancellation of Trademark No. 6,995,045 (assigned No. 92089335) (collectively, the “PTO Actions”);

WHEREAS Yondr denies the allegations raised by Be Smarter in the PTO Actions have any basis; and

WHEREAS the Parties mutually seek an amicable, agreeable and final resolution and settlement of these disputes.

AGREEMENT

Now, therefore, in consideration of the promises and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

1.1. **“Affiliates”** with respect to a Party shall mean any person, corporation, company, joint venture and/or firm that Controls, is Controlled by, or is under Common Control with such Party. For purposes of this definition, “Control” means with respect to a company or other entity, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting capital/securities or similar instruments of such entity, or the control over the composition of the board of directors of such entity or the shareholding or similar interests which entitles the owner to receive distributable profits exceeding 50% (fifty percent) and/or the power to direct the management or policies of such entity, whether by operation of law, by contract, or otherwise.

1.2. **“Yondr Patents”** means U.S. Patent Nos. 9,819,788 and 12,133,078, and any and all originals, parents, divisions, continuations, continuations-in-part, continuation examinations, extensions, reexaminations, foreign counterparts, reissues or post-issuance trial certificates that claim priority thereof.

1.3. **“Yondr Trademark”** means U.S. Registered Trademark No. 6,995,045.

1.4. **“Be Smarter Product”** means the CellockED product for controlling cell phone usage that Be Smarter has manufactured, imported, sold, used, and/or offered for sale in the United States, that Yondr has accused of infringing the Yondr Patents and Yondr Trademark, and any products Substantially Unchanged therefrom.

1.5. **“Effective Date”** means the earliest date upon which all Parties have signed this Agreement or identical counterparts thereof.

1.6. **“Substantially Unchanged”** means a change to the product at issue including carrying substantially the same or substantially functionally the same features or product configuration as the Be Smarter Product into a new product.

2. COMMITMENTS, REPRESENTATIONS AND WARRANTIES

2.1. Be Smarter represents and warrants that 20,242 units of the Be Smarter Product is all remaining inventory (whether already received or on order) as of the signing of this Agreement. Be Smarter (and its Affiliates) agrees to discontinue by December 31, 2026, directly or indirectly, making, using, selling, and/or offering to sell the Be Smarter Product, either alone or in combination with another product, through the life of the Yondr Patents. Be Smarter (and its Affiliates) agrees that it will not re-release the Be Smarter Product through the life of the Yondr Patents and Yondr Trademark. Be Smarter may sell its remaining stock of the Be Smarter Product, up to 20,242 units, before December 31, 2026.

2.2. Be Smarter (and its Affiliates) agrees not to challenge or cause to be challenged, directly or indirectly, the validity or enforceability of U.S. Patent Nos. 9,819,788 and 12,133,078 or U.S. Registered Trademark No. 6,995,045 in any court or other tribunal, including the United States Patent and Trademark Office, except that Be Smarter shall have the right to challenge the validity and enforceability of the Yondr Patents or the Yondr Trademark, or both, in defense to a suit or assertion of a claim for infringement of the Yondr Patents or the Yondr Trademark, respectively, or both, that is brought against Be Smarter by Yondr or its successors or assigns. Subject to the foregoing exception, as to U.S. Patent Nos. 9,819,788 and 12,133,078 only, Be Smarter waives any and all invalidity and unenforceability defenses in any future litigation, arbitration, or other proceeding.

2.3. Be Smarter (and its Affiliates) represents and warrants, and will certify no later than within 10 days of December 31, 2026, that Be Smarter (and its Affiliates) sold no more than 20,242 units since the execution of this Agreement, that it has discontinued and will have no further sales of the Be Smarter Product, and that it has deactivated any websites and also has ceased all other sales efforts, direct or indirect, associated with the Be Smarter Product, including any affiliate offering Be Smarter Product.

2.4. Yondr (and its Affiliates) represents and warrants that as of the Effective Date: (i) Yondr is the exclusive owner of all rights, title, and interest, including the right to sue for past infringement, in and to the Yondr Patents and the Yondr Trademark; and (ii) no third party has any right to enforce or recover for infringement of the Yondr Patents or the Yondr Trademark.

2.5. In the event Yondr exclusively licenses, sells, assigns, or transfers any right, title, or other interest in any of the Yondr Patents or the Yondr Trademark, or any portion thereof, such exclusive license, sale, assignment, or transfer shall be subject to the releases, covenants, and rights granted in this Agreement. All releases, covenants, and rights provided in this Agreement shall run with any of the Yondr Patents and Yondr Trademark to which those releases, covenants, and rights pertain and shall be binding on any successors-in-interest or assigns of the Yondr Patents and the Yondr Trademark.

2.6. Yondr represents and warrants that no Affiliate, owner, shareholder, member, partner, director, officer, employee, agent, or attorney of Yondr is currently aware of a basis for any cause of action, claim for damages, or any other claim for relief or compensation, at law, in equity, or otherwise, against Be Smarter beyond those raised in the Action.

2.7. Be Smarter represents and warrants that no Affiliate, owner, shareholder, member, partner, director, officer, employee, agent, or attorney of Be Smarter is currently aware of a basis for any cause of action, claim for damages, or any other claim for relief or compensation, at law, in equity, or otherwise, against Yondr.

2.8. Each Party represents and warrants that the Party, or a responsible officer thereof, has read this Agreement and understands the contents hereof. Each of the directors and/or officers executing this Agreement on behalf of their respective corporations is duly authorized to do so and thereby bind such respective corporation. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the terms and provisions herein and this Agreement, and all of the matters pertaining thereto, as the Party deems necessary.

3. RELEASES

3.1. **Release by Yondr to Be Smarter:** Yondr (and all Affiliates) along with its successors and assigns, hereby releases and discharges Be Smarter (and all Affiliates), and their respective owners, shareholders, members, partners, directors, officers, employees, agents, attorneys, representatives, advisors, suppliers, distributors, customers, advertisers, users, predecessors successors, assigns, and transferees from any and all claims, demands, damages, debts, liabilities, actions, causes of actions, or suits of whatever kind or nature, asserted or not asserted, known or unknown: (i) related to or arising out of the claims or matters that were asserted or could have been asserted in the Action by Yondr (and all Affiliates) existing as of the Effective Date, (ii) relating to the Be Smarter Product, or (iii) that concern the initiation or conduct of the Action prior to the Effective Date..

3.2. **Release by Be Smarter to Yondr:** Be Smarter (and all Affiliates) along with its successors and assigns, hereby releases and discharges Yondr (and all Affiliates), and their respective owners, shareholders, members, partners, directors officers, employees, agents, attorneys, representatives, advisors, suppliers, distributors, customers, advertisers, users, predecessors, successors, assigns and transferees from any and all claims, demands, damages, debts, liabilities, actions, causes of actions or suits of whatever kind or nature, asserted or not asserted, known or unknown: (i) related to or arising out of the claims or matters that were asserted or could have been asserted in the Action or the PTO Actions by Be Smarter (and all Affiliates)

existing as of the Effective Date, (ii) relating to the Be Smarter Product, or (iii) that concern the initiation or conduct of the Action prior to the Effective Date.

Waiver under Section 1542 of the California Civil Code: The Parties, on behalf of themselves and their Affiliates, expressly agree to waive and relinquish all rights and benefits each of them may have under Section 1542 of the Civil Code of the State of California or under any other similar state or federal statute or under any common law principle of similar effect. Section 1542 of the Civil Code of the State of California reads as follows:

“§ 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or the released party.”

3.3. The Parties acknowledge that each may hereafter discover facts in addition to or different from those that it now knows or believes to be true with respect to the subject matter of this release, but it is the intention of each such Party to fully and finally and forever settle and release any and all released claims that do now exist, may exist or heretofore have existed with respect to the subject matter of this release. In furtherance of this intention, the releases contained herein shall be and remain in effect as full and complete releases with respect to the subject matter of this release, notwithstanding the discovery or existence of any such additional or different facts.

3.4. Each Party represents and warrants that it or its Affiliates have not assigned, sold, or otherwise transferred to any third party any claims or causes of action against the other Party existing before the Effective Date.

4. COVENANT NOT TO SUE: Subject to Be Smarter’s compliance with Section 2.1 of this Agreement, Yondr (and all Affiliates) hereby covenants and agrees, to the fullest extent permitted by law, that it will not directly or indirectly institute, file or cause to be filed, maintain, assist with, or advise to be commenced, or threaten, any action or suit against Be Smarter or any of its Affiliates for (i) any alleged infringement of the Yondr Patents or the Yondr Trademark by the Be Smarter Product, or (ii) any claim that the Be Smarter Product infringes any patents, trademark, or other intellectual property rights.

5. STIPULATION FOR DISMISSAL: Within five (5) business days of this agreement, the Parties shall execute and file the Stipulation for Dismissal of the Action in the form attached as Exhibit A, and take the necessary steps to contact the United States Patent and Trademark Office to file the Stipulation for Dismissal of the PTO Actions in the form attached as Exhibits B and C, and any other corresponding documents necessary to effectuate this dismissal.

6. MISCELLANEOUS

6.1. **Continuing Jurisdiction:** The United States District Court for the Western District of Texas shall retain jurisdiction over the Parties and this Agreement for purposes of enforcing this Agreement.

6.2. **Warrant of Authority:** Each Party warrants and represents that it is fully entitled and duly authorized to enter into and bind itself and its Affiliates under this Agreement, including their successors and assigns as defined in Section 6.9.

6.3. Yondr and its Affiliates represent and warrant that they collectively (i) have the right to grant the releases and other provisions herein with respect to Be Smarter; (ii) neither Yondr nor its Affiliates has entered into or will enter into any agreement that would conflict, interfere or be inconsistent with the releases, and other rights set forth in this Agreement.

6.4. Be Smarter and its Affiliates represent and warrant that they collectively (i) have the right to grant the releases and other provisions herein with respect to Yondr; and (ii) neither Be Smarter nor its Affiliates has entered into or will enter into any agreement that would conflict, interfere or be inconsistent with the releases, and other rights set forth in this Agreement.

6.5. **Entire Agreement:** This Agreement contains the entire agreement among the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital. This Agreement may not be altered, modified, or otherwise changed in any respect except by a writing duly executed by the Parties to be bound or their authorized representative.

6.6. **No Waiver:** If at any time, a Party shall elect not to assert its rights under any provision of this Agreement, such action or lack of action in that respect shall not be construed as a waiver of its rights under said provision or of any other provision of this Agreement.

6.7. **Drafting:** The Parties and their counsel have cooperated in the drafting and preparation of this Agreement. The Parties agree that any ambiguities in this Agreement shall not be construed against any Party by virtue of that Party having drafted the language in question.

6.8. **Remedies for Breach:** The Parties Agree that breach or default of this Agreement will result in irreparable harm to the Parties, including but not limited to Section 2.1, and that it would be impracticable or extremely difficult to fix the amount of such harm, and that in the event of any such breach or default of this Agreement the Parties shall have all remedies provided by law and equity to enforce the Agreement, including but not limited to through a motion to enforce this Agreement relying on the continuing jurisdiction of the Western District of Texas, including without limitation an award of damages, specific performance, and/or injunctive relief. The prevailing Party in any action to enforce this Agreement shall be entitled to recover, in addition to any other relief awarded, court costs and reasonable attorney fees incurred in connection with any action to enforce this Agreement.

6.9. **Successors and Assigns:** This Agreement, including without limitation all rights, obligations, and covenants, shall bind the heirs, personal representatives, successors, and assigns of each Party and their Affiliates, and inure to the benefit of each Party and their Affiliates, their successors, and assigns, including without limitation any successor or assign as a result of bankruptcy.

6.10. **Titles:** The titles of paragraphs herein are inserted solely for convenience and do not affect the construction of any provision of this Agreement.

6.11. **Fees and Costs:** Each Party shall be solely responsible for its own costs, expenses, and attorney fees, taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein, the Litigation and this Agreement.

6.12. **Severance:** Should any provision of this Agreement be declared or determined by any court or tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement. In addition, in the event that the Parties disagree about the application of one or more provisions of this agreement, that dispute shall not impact the operation of the other provisions of this Agreement.

6.13. **Choice of Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to any conflict of law principles that would result in the application of the laws of a different state.

6.14. **Dispute Resolution, Cure Period.** To the extent a Party believes that the other Party has breached a term of this Agreement, it shall promptly provide a written notice containing a specific description of the potential breach to the other Party, and the receiving Party shall then have fifteen (15) business days to cure the potential breach, if it is subject to cure.

6.15. **Notice.** Any notice, request, demand, consent, or other communication required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed given: (a) when delivered personally; (b) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and otherwise on the next business day; (c) one (1) business day after being sent by nationally recognized overnight courier (with written confirmation of receipt); or (d) three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid. Notices shall be sent to the addresses (and email addresses) set forth below (or to such other address or email address as a Party may designate by Notice in accordance with this Section).

If to Yondr:

Attn: Legal Counsel
2332 S. Centinela Ave.
Los Angeles, CA 90064
Ph. (213) 632-9851

If to Be Smarter:

Be Smarter, LLC (and James Guerra)
Attn: James Guerra
Address: 605 E. University Ave., Suite 101, Georgetown, Texas, 78626
Email: james@jgconsulting.us
Copy to: agollwitzer@jw.com

6.16. **Execution in Counterparts:** This Agreement may be executed in counterparts, including telecopied counterparts, with the same legal effect as if all Parties have signed the same document, and each such executed counterpart shall be deemed to be an original instrument. All executed counterparts together shall constitute one and the same instrument.

In Witness Whereof, the Parties have duly authorized and caused this Agreement to be executed:

Dated: 4/2/2026

YONDR, INC.

DocuSigned by:
Graham Dugoni
00E0EA9CA6464B4...

By: _____

Name: Graham Dugoni

Title: CEO

Dated: _____

BE SMARTER, LLC

By: _____

Name: _____

Title: _____

Dated: _____

JAMES GUERRA

6.16. **Execution in Counterparts:** This Agreement may be executed in counterparts, including telecopied counterparts, with the same legal effect as if all Parties have signed the same document, and each such executed counterpart shall be deemed to be an original instrument. All executed counterparts together shall constitute one and the same instrument.

In Witness Whereof, the Parties have duly authorized and caused this Agreement to be executed:

Dated: _____

YONDR, INC.

By: _____

Name: _____

Title: _____

Dated: 4/3/2020

BE SMARTER, LLC

By: James Guerra

Name: James Guerra

Title: CEO

Dated: 4/3/2020

JAMES GUERRA

James Guerra