

NEUROSKY WEB REFERRAL AGREEMENT

This Agreement (the “**Agreement**”) is made and entered into as of June 14th, 2012 between NeuroSky, Inc., a Delaware corporation (the “**Company**”), with its principal place of business at 125 S. Market Blvd, Suite 900, San Jose, CA 95113, and Hack Manhattan (“**Referrer**”), with its principal place of business listed under its signature below.

RECITALS

A. The Company markets and sells neural headsets (“**Headsets**”) and related software (“**Software**”) through its online store located at <http://store.neurosky.com> (the “**Store**”), or other such other urls as may be designated from time to time by the Company as being covered under this Agreement.

B. Referrer desires to refer customers and potential customers to the Store to purchase Headsets.

C. The Company desires to provide a commission for each headset sold based on a referral by Referrer.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the parties to this Agreement agree as follows:

1. Referral Program; Use of Trademarks

1.1 Referrer shall, upon the effectiveness of this Agreement, be entitled to establish a referral program (each, a “**Referral Program**”) under which it may send its customers and potential customers to the Store.

1.2 Any Referral Program established by Referrer shall meet the guidelines of the Company for referral programs, including without limitation those listed in Exhibit A. The guidelines of the Company may be amended by the Company at any time in its sole discretion. Referral Programs are subject to the prior approval by the Company before deployment. The approval of the Company of any Referral Program is in the Company’s sole discretion, which approval may be revoked by the Company for any reason or for no reason; provided, that any amendment of guidelines or revocation of approval shall, with respect to Referral Programs that, at the time of such amendment or revocation, have been deployed by Referrer and are not reasonably capable of being terminated immediately (as determined in good faith by the Company), provide for a reasonable wind-down period.

1.3 During the term of this Agreement and subject to the terms and conditions contained herein, the Company grants Referrer a personal, non-exclusive, non-transferable license to use the Company’s logo and trademarks (the “**Trademarks**”) in Referrer’s marketing of the Products, provided that such use is in accordance with the Company’s then-current guidelines for using the Trademarks, as amended from time to time. Referrer may in no way display a Company-related logo, image, or trademark that may be distasteful, defame, or misrepresent the Company’s brand. Without limiting the foregoing, any use must reference the Trademarks as being owned by the Company. Referrer acknowledges and agrees that all use of the Trademarks shall inure to the benefit of and be on behalf of the Company.

1.4 Nothing in this Agreement grants Referrer ownership or any rights in or to use the Trademarks, except in accordance with this license. The rights granted to Referrer in this license will terminate upon any termination or expiration of this Agreement. The Company will have the exclusive right to own, use, hold, apply for registration for, and register the Trademarks during the term of, and after the expiration or termination of, this Agreement. Referrer will neither take nor authorize any activity inconsistent with such exclusive right. Referrer will not use any of the Trademarks as part of Referrer’s trade name, service mark, or trademark. Referrer will immediately change or discontinue any use of the Trademarks as requested by the Company. Upon the Company’s request, Referrer shall promptly provide the Company with specimens of all uses of the Trademarks and will make any changes to such specimens within thirty (30) days of the date of the Company’s request. Referrer will, on

expiration or termination of this Agreement, cease indicating to the public that it is an authorized distributor of Products, cease the use of the Trademarks and destroy all existing literature that references any Trademark.

1.5 Referrer shall not (a) seek to register any Trademark, or any substantially similar trademarks, in any jurisdiction, (b) challenge the Company's ownership of the Trademarks or the validity or enforceability thereof, or (c) take any action that likely would diminish the value of the Trademarks. Upon termination of this Agreement, Referrer shall cease all use of the Trademarks pursuant to Referral Programs that have not yet been deployed. With respect to Referral Programs that have been deployed and are not reasonably able to be terminated immediately (as determined in good faith by the Company), such use may continue for a reasonable period of time. If Referrer acquires any rights in any Trademark by operation of law or otherwise, it will immediately, at no cost or expense to the Company, assign such rights to the Company along with all associated goodwill.

1.6 Referrer acknowledges and agrees that it has paid no consideration for the use of the Trademarks and copyrights, and nothing contained in this Agreement shall give Referrer any interest in any of them. Referrer acknowledges and agrees that the Company owns and retains all copyrights and other proprietary rights in all of the Company's products and services and any Trademarks and copyrights related to any products and services, and agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any Trademarks, patent rights or copyrights belonging to the Company or licensed to the Company.

1.7 Except as expressly provided in this Agreement, all rights to the Company's intellectual property are specifically reserved, and in no event shall Referrer acquire any other rights or licenses, implied or otherwise, by virtue of this Agreement.

1.8 The Referrer shall retain all rights, title, and interest, including without limitation, ownership of all its own intellectual property. The Company shall not use any of the referrers software, copyrights, trademarks and any other intellectual property owned by the Referrer without the Referrer's express written permission. In this regard, Referrer consents to the use of Referrer's trademarks on the Company's website in connection with the Referral Programs, with such display to be subject to the approval of Referrer, not to be unreasonably withheld.

2. Referral Code; Payment

2.1 Upon acceptance of a Referral Program by the Company, the Company will establish a url ("**Referral Link**") for such Referral Program that allows the Company to identify customers as originating from such Referral Program. The Company may elect, in its sole discretion, to use the same Referral Link for Referrer, regardless of the use of different Referral Programs by Referrer.

2.2 Referrer shall be entitled to a commission in the amount set forth in Exhibit B for each purchaser or licensee of a Headset through the Store that clicks on the Referral Link for a Referral Program approved by the Company. A purchaser or licensee of a Headset must enter have clicked on such Referral Link for a commission to be paid. Referrer is solely responsible for ensuring that their referrals click on the proper Referral Link.

3.Term; Termination

3.1 The term of this Agreement shall be for one (1) year from the date first set forth above.

3.2 Referrer may terminate this Agreement if the Company breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

3.3 The Company may terminate this Agreement immediately upon written notice in the event of a breach by Referrer of any term of this Agreement, including the Referral Program Guidelines set forth in Exhibit A, and if

(a) There is a change in control of Referrer, whether through merger, sale of stock or sale of substantially all of the assets of Referrer;

(b) Referrer engages in fraud or criminal misconduct relevant to the operation of the business of Referrer;

(c) Any officer or key employee of Referrer is convicted of a felony or misdemeanor involving fraud, moral turpitude or commercial dishonesty, whether or not the crime arose from the operation of Referrer's business.

3.4 Either party may terminate this Agreement upon written notice to the other party if such other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors.

3.5 Upon expiration or termination of this Agreement, the licenses granted hereunder to Referrer will terminate, and all rights of Referrer to use the Trademarks shall immediately cease, as shall any Referral Program.

(a) all sums owed to Referrer by the Company for payments due as to sales or licenses of Headsets prior to termination shall be paid in accordance with the normal schedule, except in case of termination by the Company pursuant to Section 3.3 (other than 3.3(a));

(b) Referrer shall return or destroy all copies of the Confidential Information within thirty (30) days after the effective date of the termination. At the request of the Company, the president or the equivalent officer of Referrer will certify in writing that Referrer has complied with its obligations hereunder; and

(c) Neither the Company nor the Referrer shall be liable to the other, because of such expiration or termination, for compensation, reimbursement or damages (i) for the loss of prospective profits, anticipated sales or goodwill, (ii) on account of any expenditures, investments or commitments made by either, or (iii) for any other reason whatsoever based upon the result of such expiration or termination.

(d) All obligations of each party to the other shall cease except that the provisions set forth in Sections 1.2, 1.4, 1.5, 1.6, 1.7, 3.5, 4, 5.3, 6, 7 and 8 shall continue.

4. Confidentiality

4.1 Both parties agree not to use any "Confidential Information" (as defined below) disclosed to it by the other party for its own use or for any purpose other than as permitted under this Agreement. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than its directors, officers, employees and/or directors, officers, employees of its parent and/or subsidiary companies, consultants and agents who are required to have the information in order to carry out their duties pursuant to this Agreement, provided that such directors, officers, employees, consultants and agents shall have been ensured regarding the confidentiality, non use and other obligations hereunder; and the receiving party shall remain, jointly and severally, liable for any breach of confidentiality, non use and other obligations hereunder by such directors, officers, employees, consultants and agents. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

4.2 Notwithstanding Section 4.1 above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of

the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4.3 "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, which is either designated as proprietary and/or confidential or would reasonably be understood to be confidential or proprietary. Confidential Information of the Company includes the commission paid to Referrer. 4.4 In addition to the confidentiality obligations set forth above, Referrer agrees to keep confidential the existence and terms and conditions of this Agreement until this becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Referrer; or is required to be disclosed by law, a court, governmental agency or any applicable rules and regulations.

5. Representations and Warranties; Relationship of the Parties

5.1 The Company represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement by and the performance by of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound; and (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of the Company, in accordance with its terms.

5.2 Referrer represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement by and the performance by of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound; and (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Referrer, in accordance with its terms.

5.3 Neither party shall be deemed to be an agent of the other party. Except as provided in this Agreement, Neither party shall have any right or authority to assume any obligations, or to make any representations or warranties, whether express or implied, on behalf of the other party, or to bind the other party in any matter whatsoever.

6. Limitation of Liability

6.1 Referrer is solely responsible for the Referral Programs and any consequences arising therefrom.

6.2 The Company's maximum aggregate liability with respect to this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise shall be limited to the amount of commissions owing to Referrer.

6.3 PROVISION OF THE HEADSETS "AS-IS," AND THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6.4 EXCEPT WITH RESPECT TO THE INDEMNIFICATION PROVISIONS OF SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUCH PARTY HAD KNOWLEDGE, THAT SUCH DAMAGES MIGHT BE INCURRED.

7. Indemnification

7.1 The Company will indemnify, defend and hold harmless Referrer, its directors, officers, employees, and affiliates (collectively, the “**Referrer Indemnified Entities**”) from and against any and all claims, actions, demands, suits, liabilities or obligations (including attorney’s fees and costs) brought against any of the Referrer Indemnified Entities arising from or alleging any personal injury suffered by any representative, employee or agent of the Company on the premises of Referrer arising out of such individual’s activities related to this Agreement except to the extent caused by Referrer’s negligence, recklessness or willful misconduct.

7.2 Referrer will indemnify, defend and hold harmless the Company, its directors, officers, employees, and affiliates (collectively, the “**Company Indemnified Entities**”) from and against any and all claims, actions, demands, suits, liabilities or obligations (including attorney’s fees and costs) brought against any of the Company Indemnified Entities arising from or alleging any breach of a term of this Agreement by Referrer.

7.3 Each party’s indemnification obligations hereunder shall be subject to (a) receiving prompt written notice of the existence of any claim entitled to indemnification above, and (b) receiving full cooperation from an indemnified party in the defense and settlement of such claim. The indemnifying party shall not, without the prior written consent of the indemnified party, settle or compromise any such claim, or consent to the entry of judgment of any such claim against the indemnified party.

8. Miscellaneous Provisions

8.1 All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) to the parties at the addresses set forth in this Agreement, or sent via facsimile (with acknowledgment of complete transmission) if such party has provided a facsimile number for notice by facsimile, or via email if a party has provided an email address for notice by email; unless the party sending notice is unable to deliver to such email address two (2) consecutive times, in which notice must be made to the postal address for such party’s name, provided that in the event of notice by email (such other address for a party as shall be specified by like notice).

8.2 The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” Any table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.3 The parties hereto agree that they have had the opportunity to be represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

8.4 In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.5 The parties agree that any and all disputes or controversies, involving an amount in controversy of an aggregate amount less than or equal to US\$100,000, of any nature between them arising at any time shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator (“**Arbitrator**”) in the State of California, county of Santa Clara. The Arbitrator shall be mutually agreed upon by the parties; if the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the AAA. The Arbitrator shall determine how all expenses relating to the arbitration shall be paid, including without

limitation, the respective expenses of each party, reasonable attorney fees, the fees of the arbitrator and the administrative fee of the American Arbitration Association. Any final outcome of such arbitration shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to any court of competent jurisdiction located in the State of California, which may be made ex parte, for confirmation and enforcement of the award. In addition, either party may seek equitable, non-monetary relief at any time in any court of competent jurisdiction located in the State of California without thereby waiving its right to arbitration of any dispute or controversy. All proceedings shall, to the extent permitted by law, be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. For disputes and controversies involving an amount in controversy of an aggregate amount of greater than US\$100,000, arbitration shall not be available.

8.6 This Agreement, and Exhibits hereto and the documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof; and (b) are not intended to confer upon any other person any rights or remedies hereunder.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to Section 8.5, each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of California, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

8.8 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

8.9 In any action, proceeding or arbitration to enforce or construe this Agreement, in addition to any other remedies, the prevailing party shall be entitled to recover its reasonable costs and expenses, including attorney's, consultant's and expert's fees and costs.

8.10 Neither party may assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, that such consent shall not be required if the Company assigns its rights and obligations to an assignee that acquires all or substantially all of the Company's stock or assets, or the assets pertaining to the Headsets. Any attempted assignment in violation of the foregoing shall be void. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

8.11 Neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, perils of the air, public enemies, war, riots, strikes, weather conditions, mechanical delay or failure of truck, aircraft or other equipment, governmental actions, shortages of equipment or supplies, acts or omissions of third parties, failure of the Internet or any other cause beyond its reasonable control.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by their duly authorized respective officers, all effective as of the date first written above.

COMPANY: REFERRER:

NEUROSKY, INC. _____

BY: _____
(Signature)

BY: _____
(Signature)

NAME
:

NAME:

TITLE:

TITLE:

ADDRESS

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Exhibit A

Referral Program Guidelines

Referral Programs may not be marketed in connection with software applications or other products or services that utilize dry sensor products that capture the electrical waves generated by neurological activity and eye movements or software algorithms that interpret such electrical waves other than those offered by the Company.

Referral Programs may not be associated with web sites, businesses, software applications or other products or services that are illegal, or that promote pornographic material or extreme violence, or that promote discrimination based on race, sex, religion, national origin or physical disability. Referrer is not responsible for 3rd party mishandling of such websites, but shall immediately cause to be terminated any Referral Programs associated with such mishandled websites.

Referral Programs shall not contain any misrepresentations about the capabilities of the Headsets or the Software.

You May only represent NeuroSky via the links and banners provided through the Referral Program.

You may not refer to any relationship with NeuroSky beyond “Referral Partner.”

Referral Programs shall not misuse the Trademarks.

Referral Programs shall only be marketed and accessible through a website controlled by Referrer or by emails directly to friends and family of the Referrer. You may not market the Referral Program via Spam Mail or unsolicited email. Any email campaigns must be in compliance with the CAN-SPAM act.

You shall not act in any way that reflects poorly on the reputation of NeuroSky.

Exhibit B

Commission

Commission Amount: 15% for goods sold or licensed, net of returns, by a customer to the Store clicking on a Referral Link for which payment has actually been received by the Company.

Payment Procedure: Payable within thirty (30) days following the close of the quarter Payment is subject to any applicable tax withholding. Payment shall be made in U.S. dollars either by check or Paypal remittance, in the sole discretion of the Company, to the postal address or Paypal email address provided to the Company by Referrer. To be entitled to payment, prior to receipt of payment, Referrer must execute and return to the Company either [IRS Form W-9](#) (for U.S. persons) or [IRS Form W-8BEN](#) (for non-U.S. persons).