

CAUSE NO. \_\_\_\_\_

SOLIDARIS CAPITAL, LLC, § IN THE DISTRICT COURT OF  
§  
Plaintiff, §  
§  
v. § \_\_\_\_\_ JUDICIAL DISTRICT  
§  
HEAD GENETICS, INC, §  
CARITA INVESTMENTS, L.L.C., and §  
MARK BIANCHI, §  
§  
Defendants. § DALLAS COUNTY, TEXAS

**PLAINTIFF'S VERIFIED ORIGINAL PETITION  
AND APPLICATION FOR TRO AND INJUNCTIVE RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff SOLIDARIS CAPITAL, LLC (“**Solidaris**” or “**Plaintiff**”) files this Verified Original Petition and Application for Temporary Restraining Order (“**TRO**”) and Injunctive Relief (“**Petition**”) against Defendants HEAD GENETICS, INC. (“**Head Genetics**”), CARITA INVESTMENTS, L.L.C. (“**Carita**”), and MARK BIANCHI (“**Bianchi**”) (collectively, “**Defendants**”), and for the following causes of action respectfully alleges as follows:

**PRELIMINARY STATEMENT**

Solidaris is an innovator in the field of tax planning and investment strategy. Solidaris and its founder/owner, Geoff Dietrich, Esq., have deployed their decades-long experience in tax law to develop a state-of-the-art, cutting-edge investment and tax reduction strategy based on the charitable deduction provisions of the Internal Revenue Code (the “**Code**”). For nearly the past decade, Mr. Dietrich has honed, refined, and tested a trade secret, turnkey charitable tax and investment strategy for clients, resulting in millions of dollars in life-saving technologies, services, and biomedical research being donated to charities worldwide.

The Solidaris charitable deduction tax strategy represents the rare true “win-win.” When structured correctly, its precise blend of product identification, appropriate charitable donation partners, and bespoke corporate and tax advice can result in sizable tax reduction for investors while promoting technological innovation and benefiting charitable causes.

Solidaris has gone to great lengths to keep confidential the research, planning, and trial-and-error it has developed and refined over time, even while obtaining external legal opinions validating the soundness of the tax structure. Solidaris strictly limits access to its work product, much of which is subject to attorney-client privilege, and all persons with exposure to the strategy at even a high level are bound by strict non-disclosure agreements.

Solidaris also operates leanly, with a very small staff that jealously guards its trade secret strategy. Mr. Bianchi was one of the few professionals with unique insider access to Solidaris’s trade secret tax and investment strategy. In fact, Mr. Bianchi’s role as Chief Operating Officer gave him unprecedented access to Solidaris’s work product, business partners, prospective investors, and clients.

One of those clients was Head Genetics, a life sciences innovator that at one point contracted with Solidaris to solicit investors to raise capital. Indeed, Mr. Bianchi pitched the opportunity whereby Solidaris would deploy its trade secret strategy to generate capital to keep Head Genetics afloat. Solidaris invested tremendous time, talent, and effort to honing its charitable deduction tax-deduction strategy that, had the transaction come to fruition, could have resulted in millions of dollars of investment capital for Head Genetics.

But Head Genetics and Mr. Bianchi grew greedy. Despite being bound by contractual and common law obligations to Solidaris, Mr. Bianchi pitched a nearly identical charitable tax deduction strategy to Solidaris’s competitors behind the company’s back. When Mr. Bianchi’s

double-dealing efforts were thwarted, Mr. Bianchi conspired directly with Head Genetics to misappropriate Solidaris's trade secret charitable deduction tax strategy—even that work product which Solidaris had customized specifically for Head Genetics—to try to replicate the model “in-house.”

But neither Head Genetics nor Mr. Bianchi has any relevant tax or investment experience. Neither participated in developing or refining the legal opinions on which Solidaris's trade secret tax strategy is based. Neither has even independently attempted a complex tax, investment, and corporate structuring like the one Solidaris has perfected, so rather than admit defeat, they simply copied Solidaris's written material. *Not imitated. Copied.* Down to the precise written materials Solidaris developed for Head Genetics and other clients. Using Solidaris's stolen strategy and stolen work product, Defendants are now actively soliciting Solidaris's investment partners for “their” charitable deduction-based tax reduction investment scheme.

**Only it is not theirs. It is Solidaris's.** And by shamelessly stealing Solidaris's trade secret formula, trade secret customer and investor lists, and copyrighted work product and attempting to pass it off as their own, Defendants are engaged in malicious, willful, tortious misconduct that must be enjoined without delay. Absent immediate injunctive relief, Defendants will not only continue to mislead investors and risk catastrophic tax consequences for those whose investments they are soliciting, but they will also irreparably harm Solidaris's reputation in the investment marketplace, confuse the public regarding Solidaris's involvement in this particular offering, unjustly benefit from the years of training, experience, knowledge, and investment that Solidaris has committed to this business strategy, and jeopardize the secrecy of Solidaris's valuable trade secret strategy.

**I.**  
**RULE 47(c) DISCLOSURE**

1. Plaintiff seeks monetary relief in excess of \$1,000,000, in addition to non-monetary injunctive relief as set forth herein.

**II.**  
**DISCOVERY CONTROL PLAN**

2. Plaintiff intends discovery to be conducted pursuant to Level 3 of Rule 190.4 of the TEXAS RULES OF CIVIL PROCEDURE, and requests that the Court enter a discovery control plan order tailored to the circumstances of this suit.

**III.**  
**PARTIES**

3. Solidaris is a Wyoming limited liability company with its principal place of business in Flower Mound, Texas. Solidaris was founded by Geoffrey Dietrich, Esq. In addition to having founded Solidaris and currently managing Solidaris as its Chief Executive Officer, Mr. Dietrich is an attorney licensed to practice law in the State of Texas.

4. Head Genetics, which also does business as “Neuro Citizen,” is a Delaware corporation with its headquarters and principal place of business in Franklin, Tennessee. Head Genetics does not maintain a registered agent or regular place of business in Texas. Because Head Genetics does not have a designated agent for service of process in Texas, it may be served with process through the Texas Secretary of State at 1019 Brazos Street, Room 105, Austin, Texas 78701. The Texas Secretary of State may then forward citation and petition by certified mail, return receipt requested to Head Genetics, Inc.’s registered agent, A Registered Agent, Inc., 8 The Green, Suite A, Dover, Delaware 19901.

5. Carita is a Wyoming limited liability company with its headquarters and principal place of business in Nashville, Tennessee. Carita does not maintain a registered agent or regular

place of business in Texas. Because Carita does not have a designated agent for service of process in Texas, it may be served with process through the Texas Secretary of State at 1019 Brazos Street, Room 105, Austin, Texas 78701. The Texas Secretary of State may then forward citation and petition by certified mail, return receipt requested to Carita's home or home office at 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801.

6. Mr. Bianchi is an individual residing in Tennessee and a member of Carita. Mr. Bianchi is a nonresident of Texas and may be served with process through the Texas Secretary of State at 1019 Brazos Street, Room 105, Austin, Texas 78701. The Texas Secretary of State may then forward citation and petition by certified mail, return receipt requested to Mr. Bianchi's home or home office at 222 Second Avenue South, 17<sup>th</sup> Floor, Nashville, Tennessee 37201.

#### **IV.** **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this matter because Solidaris's principal place of business is in this county, the amount in controversy exceeds the jurisdictional minimum of this Court, and the subject matter of the suit falls within the general jurisdiction of the Court.

8. This Court has personal jurisdiction over Head Genetics because it committed a tort in whole or in part in this state, and exercising jurisdiction in this instance comports with federal due-process limitations. Specifically, Head Genetics misappropriated trade secrets owned by and belonging to Solidaris, which has its principal place of business in this state, and it interfered with a contract between Solidaris on the one hand and Carita and Mr. Bianchi on the other hand, which agreement has a Texas forum selection. Furthermore, Head Genetics entered into an Exclusive Supply Agreement with Solidaris which includes a Dallas, Texas forum selection clause and this

dispute arises out of or relates to the relationship memorialized in that agreement. (See Exhibit 1 (redacted).)

9. This Court has personal jurisdiction over Carita because Carita consented that all actions seeking injunctive relief for breaches or threatened breaches of his contractual obligations to Solidaris, including, without limitation, confidentiality, non-solicitation, and competition, would be brought in Dallas County, Texas. (See Exhibit 2, § 7.6.)

10. This Court has personal jurisdiction over Mr. Bianchi because he consented that all actions seeking injunctive relief for breaches or threatened breaches of his contractual obligations to Solidaris, including, without limitation, confidentiality, non-solicitation, and competition, would be brought in Dallas County, Texas. (*Id.*)

11. Venue is proper in Dallas County pursuant to TEX. CIV. PRAC. & REM. CODE §§15.002(a)(1), (4) and 15.005 because some or all of the events or omissions giving rise to this lawsuit occurred in Dallas County, Texas; because at least one of the Defendants has consented to venue in Dallas County and all actions herein arise out of the same transaction(s) or occurrence(s); and because Plaintiff resides in this county at the time the action accrued.

**V.**  
**FACTUAL ALLEGATIONS**

**Development of Solidaris's Trade Secret Tax and Investment Strategy**

12. After serving as an Infantry Second Lieutenant and deploying to the Middle East in support of Operating Enduring Freedom and Operation Iraqi Freedom, Mr. Dietrich completed law school and founded a law practice focused on assisting high-income earners and business owners in managing complex financial transactions through a fulsome understanding and capitalization of U.S. tax laws and regulations. Through his national boutique tax law firm, Cantley Dietrich, LLC, Mr. Dietrich leveraged his law degree from Brigham Young University and his

Master of Laws in Taxation degree from Loyola Law School – Los Angeles to navigate the intricacies of business taxation in financial transactions.

13. In 2021, Mr. Dietrich expanded the tax and financial planning services he had offered clients through his law firm through a new business venture, Cirrus Investments, LLC (“**Cirrus**”), a national boutique private equity issuer and sponsor.

14. Through Cirrus, Mr. Dietrich developed a revolutionary bespoke approach to structuring financial transactions and relationships that capitalized on the charitable deduction provisions of the Code. Over the course of seven years, Mr. Dietrich—first via his law firm and later through Cirrus—implemented this trade secret, turnkey charitable tax and investment strategy for clients, resulting in millions of dollars in life-saving technologies, products, services, and biomedical research being donated to charities worldwide.

15. The charitable deduction investment strategy became the lynchpin of Cirrus’s tax planning and advisory operations. Over the years of Cirrus’s existence, Mr. Dietrich developed and refined the strategy through a painstaking refinement of legal opinions and innovative, lawful application of business and investment structures to the Code. Cirrus and Mr. Dietrich took great pains to limit third-party access to this novel, trade secret, charitable deduction-focused tax reduction strategy, including, without limitation, carefully guarding access to the legal opinions Cirrus obtained from leading tax experts and practitioners and which support and validate the efficacy of the tax and investment approach.

16. In January 2023, Cirrus hired Mr. Bianchi as its Chief Operating Officer (“**COO**”). As COO, Bianchi had access to much of Cirrus’s intellectual property, including, at a high-level, its trade secret tax strategies. Mr. Bianchi also had access to Cirrus’s client, investment partner, and charitable entity partner databases.

17. Mr. Dietrich formed Solidaris in March 2024. Solidaris continued to promote the novel charitable deduction tax and investment strategy, only now it did so under the company's new legal entity name. Mr. Bianchi continued his employment as COO of Cirrus and continued to have and gain additional access to Solidaris's Confidential Information (as subsequently defined), customer and business partner relationships, and the refinement of the legal opinions that comprise the Solidaris trade secret tax and investment strategy.

The Head Genetics Opportunity Emerges

18. In 2024, Mr. Bianchi introduced Mr. Dietrich and Solidaris to a new potential investment opportunity partner, Head Genetics. Head Genetics had obtained an intellectual property license agreement for certain licensed patents and marks for a saliva-based concussion assessment product created by Baseline Bioscience, Inc., a Delaware corporation ("BBS"), marketed first by BBS as "RapidDx" and rebranded as the head impact trauma test ("HITT") device, which was intended to simplify the diagnosis of concussions and expedite appropriate treatment protocols.

19. Mr. Bianchi suggested to Mr. Dietrich that Head Genetics' concussion technology may be an ideal product to participate in Solidaris's charitable tax deduction strategy for purposes of obtaining investment capital. Specifically, Mr. Bianchi suggested that Solidaris would promote its unique investment strategy to individual prospective investors from whom Solidaris would raise capital to support Head Genetics' product development and growth, which would eventually be paired with suggested changes detailed below and the Solidaris investment strategy and be referred to as the "Tech2Head Recovery (01-45) LLC Investment Package" (the "**Head Genetics Opportunity**").

20. Mr. Bianchi did not disclose to Mr. Dietrich or Solidaris in connection with the Head Genetics Opportunity that he had obtained a minority ownership interest in Head Genetics through a series of personal investments, and thus that he had a personal and selfish motive in seeing Head Genetics raise capital and remain solvent.

21. Although Solidaris was initially interested in pursuing an opportunity with Head Genetics, the initial proposal Mr. Bianchi pitched to Solidaris was not suitable for—that is, it did not qualify for—the charitable deduction that Cirrus and Solidaris had researched at length, and thus did not qualify in its existing structure and format to participate in the complex trade secret business, tax, and investment strategy Cirrus and Solidaris had developed. However, Solidaris pinpointed the product development, distribution, and manufacturing changes that would need to be made to Head Genetics’ concussions recovery protocol technology, and the business structural changes that would need to be made to the transaction as a whole, in order for Head Genetics to capitalize on the trade secret strategy. These changes specifically included that the transaction consist primarily of a doctor-led diagnosis, an AI-enhanced concussion recovery protocol smartphone application, and an optional inclusion of the HITT device, although the guidance and direction was far more granular and detailed. Mr. Bianchi was privy to all these discussions as an executive of Cirrus and proposed partner to Solidaris.

22. Simultaneous with Solidaris’s and Head Genetics’ discussions about a prospective business transaction capitalizing on the trade secret charitable deduction tax strategy that Cirrus/Solidaris had developed, Mr. Dietrich proposed, and Mr. Bianchi accepted, that Mr. Bianchi resign from Cirrus and form his own legal entity, Carita. It was intended that Mr. Bianchi continue working with Head Genetics as an independent contractor sponsor on the Head Genetics Opportunity, licensed by Solidaris and distributed through Carita.

23. Solidaris agreed to allow Carita to serve as a non-exclusive sponsor on the Head Genetics Opportunity, if it materialized. To that end, Carita and Solidaris entered into an Investment Sponsor License Agreement on September 1, 2024. (*See Exhibit 3 (“First Investment Sponsor License Agreement”).*)

24. The First Investment Sponsor License Agreement expressly states that Solidaris owns certain proprietary intellectual property and trade secrets consisting of a turnkey investment package, including but not limited to: legal research and application of the Code, applicable Treasury Regulations, and tax court case law; trade secrets based on a complete multiple entity structuring strategy; negotiated transaction agreements; knowledge, vendor relationships, and customer relationships; legal entity structuring and transaction structure; product seller vetting and product purchase negotiations; a review of product marketplace and research on comparable sales and products; applicable investor potential business and charitable outcomes; research and vetting of appropriate charitable recipients for potential donations by investors; research, vetting, and selection of qualified appraisers for such products; and a vetted seller (*i.e.*, Head Genetics) with an accompanying product for purchase.

25. Carita agreed in Section 4.2 of the First Investment Sponsor License Agreement that any disclosure by Carita of information to prospective investors, accounting firms, law firms, advisors, registered investment advisors, or other parties (collectively “**Third Parties**”) would be with the understanding that the information is confidential.

26. In Section 4.3 of the First Investment Sponsor License Agreement, Carita agreed that all tangible and intangible property Solidaris provided to Carita in connection with the First Investment Sponsor License Agreement—including, without limitation, intellectual property including legal opinions, vendor information, financial projections and models, and other

Confidential Information, and all reports, communications, or analyses produced in connection with the First Investment Sponsor License Agreement—would “be and remain the exclusive property of [Solidaris] unless otherwise agreed to in writing.”

27. Carita further agreed, in Section 4.3.1 of the First Investment Sponsor License Agreement, not to manufacture, assemble, package and/or sell, for any party other than Solidaris or its affiliated entities, any products which use or bear any Intangible Property, which phrase includes, without limitation, Solidaris’s trade secrets.

28. The First Investment Sponsor License Agreement was governed by the laws of the State of Texas and stated that all disputes or claims arising out of or relating to the First Investment Sponsor License Agreement would be settled by binding arbitration in Dallas County, Texas.

29. After Head Genetics had implemented the product and business recommendations Solidaris proposed to enable its concussion recovery protocol technology to participate in Solidaris’s trade secret tax and investment strategy, on September 15, 2024, Solidaris and Head Genetics entered into an Exclusive Supply Agreement (“ESA”) memorializing their respective roles and expectations with respect to the Head Genetics Opportunity, including that Solidaris would be the sole and exclusive party authorized to promote Head Genetics to individual prospective investors. (*See Exhibit 1.*)

Carita and Mr. Bianchi First Breach Their Contractual and  
Fiduciary Obligations to Solidaris

30. Unbeknownst to Solidaris as of September 1, 2024 when it entered into the First Investment Sponsor License Agreement, Mr. Bianchi already had taken the information Solidaris provided Head Genetics regarding the essential changes it needed to make in order to make the Head Genetics Opportunity a viable candidate for the charitable tax strategy approach to a nascent competitor of Solidaris. Specifically, Mr. Bianchi approached a competing broker dealer

(Exemplar Capital) and law firm (Centaurus Legal), who together had formed a legal entity (Valiant Investment Management, LLC (“**Valiant**”)), with the intent of stealing Solidaris’s trade secret strategy and benefiting themselves and Head Genetics.

31. As a result of Mr. Bianchi’s surreptitious matchmaking, Head Genetics signed a different, purportedly “exclusive” agreement with Valiant whereby Valiant would raise capital for Head Genetics using Solidaris’s stolen trade secret tax strategy, to which Mr. Bianchi only had access because of his prior employment as COO and continuing business relationship with Solidaris as an independent contractor and fiduciary.

32. After Solidaris discovered that Head Genetics had signed a second purportedly exclusive agreement with Valiant to raise capital on its behalf, Head Genetics notified Solidaris it would terminate its agreement with Valiant and continue to do business with Solidaris. However, having discovered Mr. Bianchi’s double-dealing and attempt to misappropriate Solidaris’s trade secret tax strategy, Solidaris threatened to terminate the First Investment Sponsor License Agreement and thus bar Carita from earning any sponsor fees related to the Head Genetics Opportunity.

33. When confronted about his wrongdoing, Mr. Bianchi readily admitted his misconduct, vowed to immediately desist from engaging in any competing opportunities using Solidaris’s trade secrets and other intellectual property, and asked Solidaris not to terminate the First Investment Sponsor License Agreement. (*See Exhibit 4.*)

34. After further deliberation, Mr. Dietrich, on behalf of Solidaris, emailed Mr. Bianchi and proposed a resolution that would require Carita and Mr. Bianchi in his individual capacity to enter into a new Investment Sponsor License Agreement with more robust confidentiality provisions and covenants against competition. (*Id.*) Any non-compliance by Mr. Bianchi and/or

Carita with the business protection covenants in the revised Investment Sponsor License Agreement would result in forfeiture of the sponsor fee and any variable compensation, as well as termination of the new Investment Sponsor License Agreement. (*Id.*) Mr. Bianchi replied in writing: “Geoff, I agree with the statements below. Sincerely, Mark.” (*Id.*)

35. Therefore, on October 16, 2024, Solidaris, Carita, and Mr. Bianchi entered into a new Investment Sponsor License Agreement (the “**Second Investment Sponsor License Agreement**”). (*See Exhibit 2.*) By signing the Second Investment Sponsor License Agreement, Carita and Mr. Bianchi expressly agreed to Mr. Bianchi’s “having engaged in conduct not in keeping with [Mr.] Bianchi’s confidentiality and fiduciary obligations to” Solidaris. (*Id.*)

36. The Term of the Second Investment Sponsor License Agreement was for eighteen (18) months, commencing on October 16, 2024, unless the agreement was earlier terminated by the parties. None of the parties has given written notice to the other parties terminating the Second Investment Sponsor License Agreement. (*Id.*, § 1.2)

37. Section 4.2 of the Second Investment Sponsor License Agreement carefully defines “Confidential Information,” and unequivocally includes within its definition the trade secret, turnkey tax and investment package based on the charitable deduction:

For purposes of this Agreement, the terms “Confidential Information” and “Investment Package” shall synonymously mean the contents of Licensor’s “turn-key” investment package, including without limitation legal research, analysis, and application of the Internal Revenue Code, applicable United States Department of Treasury regulations, and United States Tax Court case law; Licensor’s “Multiple Entity Structuring Strategy” (otherwise referred to colloquially as “MESS”); negotiated, proposed, and draft transaction agreements and ancillary agreements; unique knowledge relating to vendor and customer identities and relationships, legal entity and transaction structuring strategies; seller vetting and product purchase negotiations, including the execution and completion of exclusive supply agreements with sellers; the process for and actual review and analysis of product marketplace and

research on comparable sales and products; knowledge of applicable investor potential business and charitable outcomes and reviews; research and vetting of appropriate charitable recipients for potential donations by investors; research, vetting, and selection of qualified appraisers for products; vetted sellers with an accompanying product for purchase; and the information referenced in Exhibit A to this Agreement.

“Confidential Information” additionally includes information provided or made available to Licensee or Bianchi by third parties in connection with Licensee’s and Bianchi’s performance of this Agreement, such as vendors, Seller, other sellers, investors, suppliers, and other business partners, when that information should reasonably be understood to be confidential because of legends or other markings or the circumstances of disclosure or the nature of the information itself.

“Confidential Information” also includes all inventions, improvements, copyrightable works, designs and derivatives thereof relating to or resulting from Confidential Information, and therefore the right to market, use, and license Confidential Information and its derivatives is and at all times remains the exclusive property and right of Lessor.

“Confidential Information” does not include information that has become publicly known or made generally available to the public through no wrongful act by Licensee or Bianchi or by anyone else who was under confidentiality obligations as to the information involved. “Confidential Information” also does not include the general knowledge, skills, experience, and abilities that Bianchi developed prior to or during the Term of this Agreement, which knowledge, skills, experience, and abilities Bianchi may use subsequently, so long as Bianchi does not use or disclose Confidential Information.

(*Id.*, § 4.2)

38. By entering into the Second Investment Sponsor License Agreement, Carita and Mr. Bianchi acknowledged that the unauthorized use and disclosure of Confidential Information would cause irreparable damage and financial loss to Solidaris. Specifically, they agreed that, during and after the Term of the Second Investment Sponsor License Agreement, Carita and Mr. Bianchi would not “retain, use, take with, or make any copies of Confidential Information in any

form, format, or manner whatsoever" or "disclose the same in whole or in part to any person or entity, in any manner either directly or indirectly, except solely in furtherance of the performance of [the Second Investment Sponsor License Agreement] or as specifically authorized by" Solidaris. (*Id.*, § 4.4)

39. Furthermore, Carita and Mr. Bianchi agreed that Solidaris "owns and will develop Confidential Information," and that "all Confidential Information, trade secrets, copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights associated with any ideas, concepts, techniques, inventions, information, processes, or works of authorship developed or created by [Carita] or [Mr.] Bianchi during the course of performing [the Second Investment Sponsor License Agreement] ... shall belong exclusively to [Solidaris]."*"* (*Id.*, § 4.4)

40. As further protection for Solidaris, which had been harmed by Mr. Bianchi's violations of the First Investment Sponsor License Agreement, Carita and Mr. Bianchi acknowledged that Solidaris had invested substantial time, money, and effort in building and developing relationships with its "Customers," which term is defined as "any person or entity with which [Solidaris] has engaged in Business ... and any person or entity to which [Solidaris] has proposed to engage in Business at any time preceding or during the Term ..., including without limitation [Head Genetics], any other prospective seller, and any investor or prospective investor."*"* (*Id.*, §§ 4.5.3, 4.5.6). Carita and Mr. Bianchi agreed that, during the Restricted Period and within the Restricted Territory, they "shall not engage directly or indirectly in the Business as a shareholder, officer, partner, member, employee, independent contractor, consultant or owner with any person, company or entity other than [Solidaris]."*"* (*Id.*)

41. The "**Restricted Territory**," as used in the preceding covenant, is defined as the United States, and the "**Restricted Period**" is defined as the Term of the Second Investment

Sponsor License Agreement and for twelve (12) months thereafter. (*Id.*, §§ 4.5.1, 4.5.2) The “Business” is defined as “utilizing Confidential Information in order to provide turn-key investment packages involving multiple entity structuring of transactions to enable developers and sellers of products to in turn enable investors to experience favorable income tax treatment while advancing charitable endeavors benefiting individuals and communities in need.” (*Id.*, § 4.5.4)

42. As further protection of Solidaris’s investment in building and developing relationships with its Customers, Carita and Mr. Bianchi also agreed not to, “alone or with others ... accept business from, offer to provide services to, or disrupt or attempt to disrupt or otherwise interfere with [Solidaris’s] relationship with any Customer with respect to which [Carita] or Bianchi had access to Confidential Information or to whom [either of them] provided or proposed to provide service in connection with [Solidaris’s] Business within the twelve (12) months prior to the termination of” the Second Investment Sponsor License Agreement. (*Id.*, § 4.5.5)

43. Carita and Mr. Bianchi agreed that the foregoing business protection covenants are “fair, reasonable, and necessary for the protection of [Solidaris’s] legitimate business interests and [would] not limit [Mr.] Bianchi’s ability to earn a livelihood after the Term of [the Second Investment Sponsor License Agreement] ends.” (*Id.*, § 4.5.7)

44. Carita and Mr. Bianchi further agreed that, because a violation of the Second Investment Sponsor License Agreement “will cause immediate and irreparable injury and damage ... that is not readily measurable,” in addition to damages resulting from any breach of the Second Investment Sponsor License Agreement, Solidaris “shall be entitled to obtain temporary, preliminary, and permanent injunctive relief in any state or federal court of competent jurisdiction to cease or prevent any actual or threatened violation of [the Second Investment Sponsor License Agreement] ... without being required to post a bond or other security.” (*Id.*, § 4.5.8) Furthermore,

“[i]n the event of a breach of the obligations set forth in Section 4 of [the Second Investment Sponsor License Agreement], the Restricted Period shall be extended by a period of time equal to that period of time beginning when the activities constituting such violation commenced and ending when the activities constituting such violation terminated.” (*Id.*)

45. Furthermore, in the event of any material breach of the Second Investment Sponsor License Agreement by Carita, Carita agreed to “indemnify, defend, and hold harmless [Solidaris,] [its] affiliates and such entities’ respective officers, directors, agents, consultants, insurers, employees, shareholders, and customers, from and against all liabilities, claims, suits, damages, losses, causes of action and expenses,” including attorneys’ fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action.” (*Id.*, §§ 5.1.1, 5.1.5)

46. The Second Investment Sponsor License Agreement is governed by Texas law. (*Id.*, § 7.6) Any disputes or claims arising out of or relating to the Second Investment Sponsor License Agreement not settled voluntarily by the parties are subject to binding arbitration in Dallas County, Texas, except for “an injunction to prohibit an alleged breach of Section 4 of” the Second Investment Sponsor License Agreement. (*Id.*)

47. Although Head Genetics had committed to Solidaris that it would terminate its relationship with Valiant and proceed with Solidaris under the ESA, Valiant later threatened Solidaris with legal action, specifically for purportedly interfering in its relationship with Head Genetics, one that would not have existed but for Mr. Bianchi’s and Carita’s breach of the First Investment Sponsor License Agreement and their fiduciary obligations to Solidaris as sponsor of the Head Genetics Opportunity. In light of Valiant’s threat of litigation, Solidaris terminated its

ESA with Head Genetics, but it did not terminate the Second Investment Sponsor License Agreement.

**Having Learned Nothing From Their First Act of Malfeasance, Mr. Bianchi and Carita Immediately Breach The Second Investment Sponsor License Agreement**

48. On November 19, 2024, just days after signing the Second Investment Sponsor License Agreement, Mr. Bianchi sent an email to certain broker dealers and prospective investors with whom he had become acquainted incident to his employment with Cirrus and his contractual relationship with Solidaris. (See Exhibit 5.)

49. The email's subject is "A message from the CEO of Head Genetics." (*Id.*) The body of the email from Mr. Bianchi to prospective investment partners reads:

**Important Clarification Regarding Recent Communication**

Dear Valued Clients,

I was recently made aware of an email you may have received that is inaccurate and misstates key facts. Please see the attached letter from the CEO of Head Genetics for clarity on the situation. I am dedicated to continuing to work with you and provide the level of service you have come to expect. Thank you for your continued trust.

Sincerely,  
Mark.

(*Id.*)

50. Attached to Mr. Bianchi's email was a memo titled "FM Investor Letter," authored by Fabian Maclaren, Chief Executive Officer of Head Genetics. (*Id.*) The memo (subject line: **Re: Exciting Updates and Opportunities**) states that Head Genetics has "made the strategic decision to cordially conclude its licensing agreement with Solidaris," a decision Head Genetics claims to have "reached collaboratively and with mutual understanding." (*Id.*)

51. Mr. Maclaren's memo continues:

By concluding this licensing agreement, [Head Genetics (“HG”)] now has the independence to bring this new offering in-house, allowing HG to materially streamline the offering structure to provide you, our Valued Investors, more secured positions to rely on and receive the benefits of choosing to donate your [concussion recovery protocol] Kits to HG’s qualified, nationally recognized 501(c)(3) partnering organizations.

The new offering also directly brings into HG the vast majority of the offering’s revenue helping HG to continue delivering its first-in-class, science-driven solutions. HG is excited to independently drive this offering initiative forward in complete alignment with HG’s aspirational goals and long-term vision.

(*Id.*)

52. Mr. Maclaren concludes the memo by inviting the recipients of the email to reach out to him for details about the “new HG offerings.” (*Id.*)

53. After Solidaris learned that Mr. Bianchi was continuing to work with Head Genetics in violation of the Second Investment Sponsor License Agreement, and worse, that Head Genetics appeared poised to offer Solidaris’s stolen trade secret tax and investment strategy “in-house” to investors, on November 19, 2024 (the same day Mr. Bianchi emailed Mr. Maclaren’s memo), undersigned counsel sent a cease-and-desist warning to Carita and Mr. Bianchi. (*See Exhibit 6.*)

54. In the letter, Solidaris warned Carita and Mr. Bianchi that their continued misconduct in regard to Solidaris’s stolen trade secret tax and investment strategies would result in legal action, including, without limitation, an application for injunctive relief:

Astonishingly, just weeks after you signed the [Second Investment Sponsor License Agreement], Mr. Dietrich discovered that you were blatantly violating its restrictive covenants. Mr. Dietrich learned that you were marketing a charitable deduction investment package with Head Genetics (the “**HG Investment Package**”). Quite independent of the restrictive covenants in the [Second Investment Sponsor License Agreement], your recent marketing of the HG investment Package misappropriates the Dietrich Entities’ trade secrets.

Be assured that if you continue in your attempt to complete the HG Investment Package the Dietrich Entities will use every resource available to legally enjoin you from such conduct and hold you personally accountable for the damages you have caused to the Dietrich Entities.

(*Id.*)

55. Neither Carita nor Mr. Bianchi responded to the cease-and-desist letter.

56. Instead, on or about December 2, 2024, Mr. Maclaren sent an email to prospective investors introducing a newly formed entity called CAP OFFERING (01-30), LLC (“**CAP**”), a Wyoming limited liability company. (*See Exhibit 7.*) The email proposed that investors join CAP, not only to invest in Head Genetics’ concussion recovery protocol technology, but because “investors who choose to donate their partnership-held assets to a registered public charity may qualify for a charitable tax deduction of up to 50% of their Adjusted Gross Income.” (*Id.*)

57. Mr. Maclaren’s email attached five Offering Documents: a PowerPoint deck describing Head Genetics (*see Exhibit 8*); a private placement memorandum (“**PPM**”) (*see Exhibit 9*); a Subscription Agreement (*see Exhibit 10*); a Tax Advisor Frequently Asked Questions (FAQs) summary (*see Exhibit 11*); and an Investor FAQs summary (*see Exhibit 12*). (*Id.*) The email concludes by inviting prospective investors to send their legal name, preferred email address, and investment amount to Head Genetics so they can proceed with joining the new investment strategy.

(*Id.*)

58. The PPM explains that CAP was formed in 2024 as a special purpose vehicle to purchase the membership interests of OptiHealth Management, LLC (“**OptiHealth**”), a Wyoming limited liability company that in turn will be purchasing the membership interests of Head Genetics 24, LLC, a Wyoming limited liability company that holds the contractual rights to and inventory of Head Genetics’ concussion recovery protocol technology. (*See Exhibit 9*, p. 9 of 13.)

59. The PPM proposes that the prospective investors become owners of OptiHealth, with the right to vote to sell the concussion recovery protocol technology or donate the kits to participating verified charities. (*Id.*) The PPM offers a maximum of 200 Units of Class B Membership Interests at a price of \$10,000 per unit to an unlimited number of investors who qualify as “Accredited Investors.” (*Id.*)

60. The PPM includes a flow chart outlining the corporate structure between Head Genetic LLC, an intermediate entity, and the offering limited liabilities companies, which corporate structure tracks in broad strokes the Solidaris trade secret investment structure. (*See Exhibit 9, p. 11 of 13.*)

61. The Tax Advisor FAQs explains, at a high level, the charitable deduction tax structure, distinguishing it from a conservation easement and other risky or disallowed tax reduction vehicles, and addresses other common investor tax questions. (*See Exhibit 11.*) The Tax Advisor FAQs claim to be subject to a copyright purportedly held by Head Genetics. (*Id.*)

62. The Investor FAQs explains at a high level the overall investment strategy, the rights and interests that investors would be purchasing if they joined the CAP Offering, and the method of valuation of the concussion recovery protocol technology. (*See Exhibit 12.*)

63. The substance of the documents attached to Mr. Maclaren’s December 2, 2024 email announcing the CAP Offering are copied nearly *verbatim* from documents that Solidaris prepared when it was pursuing the Head Genetics Opportunity. For example, *see Exhibit 13*, the Tax Advisor FAQs that Solidaris prepared related to the Head Genetics Opportunity. Indeed, whole portions of the Solidaris Tax Advisor FAQs are replicated in the CAP Placement Tax Advisor FAQs without a single word being modified. (Compare *Exhibits 11, 13.*)

64. The same is true with respect to the Investor FAQs. A comparison of the Solidaris version of the Investor FAQs (*see Exhibit 13*) and the CAP Placement version reveals near-total plagiarism. (Compare Exhibits 12, 14.)

65. Even a cursory review of the CAP Offering documents makes plain that Mr. Maclarens has been given access to Solidaris's internal documents, to which Mr. Bianchi and Carita had access, and that he and Head Genetics have copied them wholesale and are passing them off to prospective investors as their original concepts.

66. Furthermore, the PPM, which is nearly identical in substantive content to the one Solidaris prepared for the Head Genetics Opportunity, proves that Carita, Mr. Bianchi, and Head Genetics have misappropriated the Solidaris trade secret investment and tax strategy and are presently attempting to commercialize it to their mutual advantage.

67. Finally, Mr. Bianchi's communications with prospective investors proves beyond peradventure that he is violating the non-competition and non-solicitation terms of the Second Investment Sponsor License Agreement and doing the very thing Carita and Mr. Bianchi pledged not to do when they entered into such agreement: use Solidaris's confidential information, contacts, and trade secret strategies to promote the Head Genetics Opportunity for their own gain.

## **VI.** **CAUSES OF ACTION**

### **Count 1: Misappropriation of Trade Secrets – All Defendants**

68. The Texas Uniform Trade Secrets Act defines a trade secret as:

all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically,

photographically, or in writing if (A) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and (B) the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

TEX. CIVIL PRAC. & REM. CODE § 134A.002.

69. Solidaris has developed a trade secret charitable deduction tax reduction and investment strategy that it takes reasonable measures to keep secret. For instance, and without limitation, Solidaris has developed a highly sophisticated, complex “**Legal Opinion**” regarding the business, research and development, manufacturing, tax, charitable beneficiaries, and other investment relationships necessary to qualify for a unique and novel applicable of the Code’s charitable deduction. This Legal Opinion is guarded with utmost secrecy, and Solidaris shares it only with a small number of tax specialist legal advisors to further validate its approach, and even then, subject to attorney-client privileges and standalone non-disclosure agreements.

70. Mr. Bianchi learned about the novel, trade secret tax reduction strategy as COO of Cirrus. In that role, he had access to the original Legal Opinion as it was refined over time, as well as to Solidaris’s communications with tax attorneys regarding the same.

71. As COO, Mr. Bianchi also had access to Cirrus’s and Solidaris’s secret database of investors, broker dealers, and other investment advisors which it has compiled over more than a dozen years, all of whom would be prime targets for promoting similar charitable deduction-focused tax reduction strategies and who would reasonably believe were developed with or sponsored by Mr. Dietrich because of Mr. Bianchi’s affiliation with Cirrus and Mr. Dietrich’s business activities over the years.

72. Mr. Bianchi and Carita confirmed their unique access to Solidaris's trade secret information by signing the First Investment Sponsor License Agreement and Second Investment Sponsor License Agreement, both of which require non-disclosure of Solidaris's Confidential Information and the latter of which includes reasonable restrictions on competition and solicitation to protect Solidaris's investment in its trade secrets.

73. Solidaris derives economic value from its trade secret investment and tax strategy and its confidential business affiliate lists, and specifically from their remaining secret and not available to competitors in the tax advising and investment strategy fields.

74. Carita and Mr. Bianchi misappropriated Solidaris's trade secret information by disclosing and using such information without Solidaris's express or implied consent and in derogation of their contractual obligations under the Second Investment Sponsor License Agreement.

75. Carita and Mr. Bianchi engaged in the willful and malicious misappropriation of Solidaris's trade secret information by intentionally misappropriating the trade secret information in conscious disregard of the rights of its owner, Solidaris.

76. Carita and Mr. Bianchi have caused harm to Solidaris by attempting to commercialize Solidaris's trade secret tax and investment strategy and by mining its business affiliate contact lists to create a directly competing (if legally unsound and imperfect) Offering for Head Genetics.

77. Head Genetics knows or has reason to know that Mr. Bianchi and Carita are not authorized to, and are legally bound not to, use Solidaris's trade secret tax and investment strategy and business affiliate contact lists to assist in their creation and marketing of the CAP Offering,

yet worked with Mr. Bianchi to send communications to prospective investors marketing the CAP Offering and inviting investor participation.

78. Head Genetics is attempting to replicate the structure that Solidaris developed and which it offered Head Genetics in the former of an ESA using information wrongfully obtained by Solidaris's fiduciaries, Carita and Mr. Bianchi.

79. Head Genetics knows or should know that the written materials incorporated in the Investor and Tax Advisor FAQs and related materials are taken nearly *verbatim* from materials Solidaris prepared and which Solidaris has not granted Head Genetics permission to use for its own commercial gain.

80. Head Genetics obtained Solidaris's trade secret information wrongfully, willfully, and maliciously, including by acquiring it from Mr. Bianchi and Carita who divulged the information to Head Genetics in violation of their contractual and common law obligations.

81. Solidaris is entitled to recover damages from all Defendants for misappropriation of its trade secret information, including, without limitation, the actual loss it has suffered from the misappropriation and the unjust enrichment Defendants have enjoyed by using Solidaris's business strategies and Confidential Information without authorization.

82. Because Defendants have acted willfully and maliciously, Plaintiffs are also entitled to exemplary damages and attorneys' fees.

83. Furthermore, Plaintiff is entitled to an injunction preventing Defendants from pursuing the CAP Offering or soliciting investors for the CAP Offering; from using Solidaris's misappropriated Confidential Information and trade secrets; from marketing any offering using Solidaris's written marketing materials; and from utilizing Solidaris's databases of investors and business affiliates.

Count Two: Unfair Competition – All Defendants

84. Unfair competition refers to competitive or commercial behavior which violates a legal duty owed by own person to another. Unfair competition encompasses all statutory and non-statutory causes of action arising out of business conduct which is contrary to honest practices in industrial or commercial matters, and includes, without limitation, such actions as passing off or palming off, trade secret misappropriation, and common law misappropriation.

85. Defendants are engaged in various acts of unfair competition against Solidaris, including those set forth above. Specifically, Defendants have misappropriated Solidaris's trade secret tax and investment package and business affiliate relationship information to pursue the CAP Offering without authorization.

86. In addition, Defendants have plagiarized Solidaris's marketing and investor information and passed it off as their own, going so far as to suggest that Head Genetics holds a copyright on material authored by Solidaris.

87. By marketing the CAP Offering through Carita, which is subject to the Second Investment Sponsor License Agreement and restricted to marketing the Head Genetics Opportunity solely for the benefit of Solidaris, Defendants are adding to market confusion and leading prospective investors to believe the CAP Offering is affiliated with, in partnership with, or quarterbacked by Solidaris.

88. Defendants' unfair competition has harmed and continues to harm Solidaris in an amount to be proven at trial, as they are actively raising capital and generating sponsor fees using Solidaris's stolen products, trade secrets, and investment of time, labor, skill, and money.

89. Solidaris is entitled to injunctive relief to prevent Defendants from continuing to enjoy a “free ride” using the investment strategy that Solidaris and Mr. Dietrich have developed for more than a decade.

Count Three: Unjust Enrichment – All Defendants

90. Defendants have been unjustly enriched through their misappropriation of Solidaris’s trade secret strategy, not only as it applies generally, but as Solidaris tailored it specifically for Head Genetics under the expectation it would benefit under the ESA if the Head Genetics Opportunity materialized into a specific offering.

91. Solidaris has been detrimentally affected by Defendants’ acquisition of the benefit because its trade secret tax and investment strategy is being used—sloppily—by persons lacking the knowledge and sophistication to apply it correctly and without compensating Solidaris therefor, and in derogation of existing contracts precluding the use of Solidaris’s Confidential Information.

92. Solidaris has been further detrimentally impacted by Defendants’ conduct because the prospective investor network it has assembled over more than a decade is being misled by Defendants to believe the CAP Offering accurately and correctly applies its strategy and/or is endorsed or sponsored by Solidaris, which, when discovery proves otherwise, will irreparably harm Solidaris’s reputation and relationship with investors.

93. There is no present contract in effect between Solidaris and Head Genetics at all, and the Second Investment Sponsor License Agreement does not contemplate the commercialization of Solidaris’s business strategies, making restitutionary relief appropriate.

94. Solidaris is entitled to restitution in an amount sufficient to compensate it for its losses caused by Defendants’ wrongdoing, including, without limitation, disgorgement of all

profits wrongfully gained by Defendants using Solidaris's stolen trade secret and Confidential Information.

Count Four: Breach of Contract – Carita and Mr. Bianchi

95. Carita and Mr. Bianchi are parties to the Second Investment Sponsor License Agreement.

96. The Second Investment Sponsor License Agreement is a valid, binding, and enforceable contract that is still in effect and by which Carita and Mr. Bianchi remain legally bound.

97. Carita and Mr. Bianchi breached the Second Investment Sponsor License Agreement by, without limitation: using Solidaris's Confidential Information other than in furtherance of the performance of the Second Investment Sponsor License Agreement and without the specific authorization of Solidaris; disclosing the Confidential Information to Head Genetics; soliciting Solidaris's Customers during the Restricted Period for the purpose of offering to provide investment services to, or disrupting or attempting to disrupt or otherwise interfere with Solidaris's relationship with its Customers; and engaging directly or indirectly in the Business during the Restricted Period and within the Restricted Territory.

98. Solidaris has been and will continue to be damaged by Carita and Mr. Bianchi's breaches of the Second Investment Sponsor License Agreement, including, without limitation, through the disruption their actions are causing to the Customer and investor relationships Solidaris has developed at great expense and through the investment of time and other resources.

99. Solidaris is entitled to damages in an amount to be determined at trial, including, without limitation, its attorneys' fees and other costs associated with this cause of action.

100. Solidaris is also entitled to injunctive relief, including a TRO, temporary injunction, and permanent injunction preventing Carita and Mr. Bianchi's further breach of the Second Investment Sponsor License Agreement, without the necessity of posting a bond or other security.

101. Solidaris is entitled to further relief in the form of tolling the Restricted Period for the duration of time that Carita and Mr. Bianchi remain in breach of the Second Investment Sponsor License Agreement.

Count Five: Tortious Interference with Contract – Head Genetics

102. Head Genetics is aware of and familiar with the terms of the Second Investment Sponsor License Agreement between Mr. Bianchi and Carita on the one hand and Solidaris on the other hand.

103. Head Genetics understands that, by signing the Second Investment Sponsor License Agreement, Mr. Bianchi and Carita agreed not to conduct Business with Head Genetics, not to solicit Business from Head Genetics, and not to divulge or use Confidential Information other than as expressly authorized by Solidaris.

104. Notwithstanding these obligations, Head Genetics has entered into a business relationship with Carita and Mr. Bianchi pursuant to which Carita and Mr. Bianchi are promoting the CAP Offering to prospective investors using information that they obtained only through their employment and contractual relationship with Solidaris.

105. In doing so, Head Genetics has willfully and intentionally interfered with Solidaris's contractual relationship with Carita and Mr. Bianchi.

106. Head Genetics has caused damage to Solidaris, in an amount to be proven at trial, but which includes the loss of the benefit of its bargain with Carita and Mr. Bianchi.

107. Solidaris is further entitled to injunctive relief to prevent further interference with its contractual relationship with Carita and Mr. Bianchi.

**Count Six: Breach of Fiduciary Duty – Carita and Mr. Bianchi**

108. In the Second Investment Sponsor License Agreement, Carita and Mr. Bianchi agreed they owe fiduciary obligations to Solidaris as a sponsor designated to promote the Head Genetics Opportunity. Specifically, Section 1.1 of the Second Investment Sponsor License Agreement grants to Carita a non-exclusive, non-transferable license to market the Head Genetics Opportunity for the purposes of raising capital, which Carita and Mr. Bianchi acknowledged established fiduciary obligations on their part.

109. Although Solidaris terminated its ESA with Head Genetics following Mr. Bianchi's self-dealing, neither Solidaris, Carita, nor Mr. Bianchi terminated the Second Investment Sponsor License Agreement. Thus, Carita and Mr. Bianchi continue to owe fiduciary obligations to Solidaris not to market or make sales related to the Head Genetics Opportunity on behalf of any entity other than Solidaris.

110. Carita and Mr. Bianchi have acted and continue to act in derogation of their fiduciary obligations to Solidaris by marketing the Head Genetics Opportunity to investors on behalf of Head Genetics directly, in the process exploiting Confidential Information and investor relationships with which they only became familiar incident to their role as fiduciaries of Solidaris.

111. Solidaris is entitled to damages in an amount to be determined at trial.

112. Furthermore, Solidaris is entitled to punitive damages to punish and deter Defendants' tortious conduct.

**VII.**  
**APPLICATION FOR TRO, TEMPORARY  
INJUNCTION, AND PERMANENT INJUNCTION**

113. Plaintiff incorporates all prior paragraphs as if set forth herein.

114. Plaintiff is likely to succeed on the merits of one or more of its claims.

115. Plaintiff has suffered significant harm and is threatened with continuing, imminent, and irreparable harm if Defendants are permitted to usurp Plaintiff's business strategy, commercialize Plaintiff's trade secrets, interfere with Plaintiff's prospective and existing contracts and business relationships, or retain and continue using Plaintiff's property, trade secrets, and other Confidential Information for their own benefit, including, but not limited to, the trade secret novel tax and investment strategy supported by the Legal Opinion and written materials marketing and promoting the same.

116. Plaintiff lacks an adequate remedy at law for the imminent and irreparable injury with which it is threatened and which it continues to suffer. Moreover, Plaintiff is not required to establish the lack of an adequate remedy at law because it has statutory rights to injunctive relief under TEX. CIV. PRAC. & REM. CODE 134A.003.

117. Accordingly, Plaintiff respectfully requests that the Court grant a TRO:

a) Enjoining Defendants, their officers, agents, servants, employees, and any other persons in active concert or participation with them from using or disclosing Plaintiff's trade secret and Confidential Information for any purpose without the express written consent of Plaintiff. This includes, without limitation, marketing, promoting, contacting investors or prospective investors in, or otherwise pursuing the CAP Offering or any other charitable deduction-focused tax and investment strategy;

b) Enjoining Defendants, their officers, agents, servants, employees, and any other persons in active concert or participation with them from misappropriating Plaintiff's charitable deduction-focused tax and investment strategy and passing it off as their own to prospective

investors, charitable donation partners, and other third parties. This includes, without limitation, prohibiting Defendants from marketing the CAP Offering using the PPM, Subscription Agreement, Tax Advisor FAQs, and Investor FAQs that include Plaintiff's copyrighted written materials;

c) Enjoining Defendants Carita and Mr. Bianchi from retaining, using, taking with them, or making any copies of Solidaris's Confidential Information in any form, format, or manner whatsoever, and from disclosing the same, in whole or in part, to any person or entity, in any manner either directly or indirectly, except as specifically authorized by Solidaris or required by applicable law, and enjoining Defendant Head Genetics from retaining, using, or making any copies of Confidential Information that Defendants Carita and/or Mr. Bianchi provided to Head Genetics;

d) Enjoining Defendants Carita and Mr. Bianchi from engaging directly or indirectly in the **Business**, whether as a shareholder, officer, partner, member, employee, independent contractor, consultant, or owner, with any person, company or entity other than Solidaris during the **Restricted Period** and within the **Restricted Territory**, with each defined term having the meaning given to it in the Second Investment Sponsor License Agreement;

e) Enjoining Defendants Carita and Mr. Bianchi from, alone or with others, accepting business from, offering to provide services to, or disrupting or attempting to disrupt or otherwise interfere with Solidaris's relationship with any **Customer** which respect to which Carita or Mr. Bianchi had access to **Confidential Information** or to whom either provided or proposed to provide services in connection with Solidaris's **Business** within the preceding twelve (12) months, with each defined term having the meaning given to it in the Second Investment Sponsor License Agreement;

f) Enjoining Defendant Head Genetics from aiding, abetting, encouraging, or cooperating in Defendants Carita and Mr. Bianchi's breaches of the Second Investment Sponsor License Agreement; and

g) Enjoining Defendants from passing off or claiming as their own any processes, products, writings, strategies, business proposals, business plans, or other property or intellectual property of Solidaris.

118. Plaintiff respectfully submits that no bond is required because Carita and Mr. Bianchi are current fiduciaries to Plaintiff under the Second Investment Sponsor License Agreement and they agreed therein that irreparable harm would support injunctive relief without posting a bond, and Head Genetics is in active concert with Carita and Mr. Bianchi in breaching that agreement. Nevertheless, Plaintiff is willing to post a reasonable bond if required and ordered to do so by the Court.

119. Plaintiff further requests the Court set a hearing for a temporary injunction within fourteen (14) days of entering the TRO and that, after such hearing, the Court enter a temporary injunction in substantially the same form and on the same terms as the TRO pending a trial on the merits.

120. Plaintiff further requests that, after a trial on the merits, the Court enter a permanent injunction to the extent necessary to preserve the relief granted by the temporary injunction.

**VIII.**  
**DEMAND FOR JURY TRIAL**

121. Plaintiff demands a jury trial under TEX. R. CIV. P. 216.

**IX.**  
**CONDITIONS PRECEDENT**

122. All conditions precedent to Plaintiff's rights to recover as herein alleged have been performed, have occurred, or have been waived or excuse.

**X.**  
**ATTORNEYS' FEES**

123. Plaintiff is entitled to recover its attorneys' fees pursuant to TEX. PRAC. & REM. CODE 38.001 *et seq.* and 134A.005(2).

**XI.**  
**REQUEST FOR DISCLOSURE**

124. Although initial disclosures are mandatory without the necessity of a formal request, Plaintiff requests Defendants disclose to it the information or material listed in TEX. R. CIV. P. 194, and that such disclosures be made by Defendants within the time limits set forth therein.

**XII.**  
**PRAYER FOR RELIEF**

125. For all the foregoing reasons, Plaintiff respectfully requests that Defendants be cited to appear and answer, and that this Court enter a judgment in Plaintiff's favor and against Defendants, providing for the following relief:

- (i) A temporary restraining order, a temporary injunction, and a permanent injunction according to the terms requested herein;
- (ii) An award of all actual, consequential, and equitable damages determined by the trier of fact;
- (iii) Disgorgement of all revenue received as a result of the conduct of Defendants, and/or a reasonable royalty for misappropriation of Plaintiff's trade secrets and Confidential Information;
- (iv) An award for all applicable statutory penalties;
- (v) An award of exemplary damages;
- (vi) Prejudgment and post-judgment interest at the highest lawful rate;

- (vii) All attorneys' fees and costs allowed by law; and
- (viii) Such further relief as the Court may deem appropriate and to which Plaintiff may be entitled.

Dated: December 10, 2024.

Respectfully submitted,

*/s/ Jonathan R. Mureen*  
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*Attorneys for Plaintiff Solidaris Capital,  
LLC*

**DECLARATION OF GEOFF DIETRICH IN SUPPORT OF PETITION**

My name is Geoff Dietrich, Esq. I am of sound mind and capable of making this declaration in compliance with TEX. R. CIV. P. 682. I have personal knowledge of the facts stated herein because I am the founder, owner, and manager of Plaintiff Solidaris Capital, LLC.

My date of birth is September 11, 1976.

My address is 4514 Cole Ave., Suite 600, Dallas, Texas 75205.

I declare under penalty of perjury that the statements and facts contained in Paragraphs 1-61 of the Petition are true and correct.

Declarant states nothing further.

Executed in Dallas County, State of Texas,  
on the \_\_ day of December, 2024. 10 December 2024

  
\_\_\_\_\_  
Geoff Dietrich

Signed by:  
8DC9B64C298E4C6...  
Geoff Dietrich

# **EXHIBIT 1**

*Solidaris Capital, LLC x Head Genetics, Inc.*

## **EXCLUSIVE SUPPLY AGREEMENT**

This Exclusive Supply Agreement (“ESA” or “Agreement”) is made effective as of this September 15, 2024 (the “Effective Date”), between Head Genetics, Inc., a Delaware Corporation with its principal office located at 5641 Winslet Drive, Franklin, TN 37064, referred to herein as (the “Seller”) and Solidaris Capital, LLC, a limited liability company organized and existing under the laws of the state of Wyoming with its principal office located at 5810 Long Prairie Rd, Suite 700 #330, Flower Mound, TX 75028, referred to herein as (the “Buyer”). The Buyer and/or the Seller may be referred to interchangeably as a (“Party”) and together as the (“Parties”).

**WHEREAS** Seller is in the business of providing a novel recovery protocol for concussions, being marketed, generally, as the “Concussion Recovery Protocol” (“CRP”) and a Concussion Recovery Protocol Kit (“CRP Kit”). The Concussion Recovery Protocol is further defined below; and

**WHEREAS** Buyer desires to purchase Seller’s CRP Kit in packages of ten (10) and obtain exclusive rights to make charitable donations of such CRP Kit;

**NOW THEREFORE**, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Redacted**

*Solidaris Capital, LLC x Head Genetics, Inc.*

Redacted

*Solidaris Capital, LLC x Head Genetics, Inc.*

# Redacted

## 13. Confidential Information.

- a. **Definition and Exceptions.** During the Term of this Agreement, a Party (the "Disclosing Party") may be required to disclose to the other Party ("Recipient") certain proprietary and confidential information. For purposes of this Agreement, the term "Confidential Information" shall mean information of or provided by Disclosing Party which is of value to its owner and is treated as confidential or is marked as "Confidential" or should be understood to be treated as confidential due to its nature or the circumstances of its disclosure, and shall include, without limitation, past, present or future research, technology, know-how, ideas, concepts, designs, products or product designs, markets, software and computer programs, prototypes, processes, machines, manufacture, compositions of matter, business plans and operations, technical information, drawings, specifications and the like, financial information, current or prospective customer information, trade secrets, or similar information. For purposes of this Agreement, the term "Confidential Information" does not include information which:
  - i. is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by Recipient; or
  - ii. is lawfully in the possession of Recipient prior to disclosure by or on behalf of Disclosing Party as shown by written records; or
  - iii. is lawfully disclosed to Recipient by a third party that did not acquire the same under an obligation of confidentiality from or through Disclosing Party or any affiliated entity; or
  - iv. is independently developed by Recipient without access to, or use of Disclosing Party's Confidential Information as shown by written records.

- b. **Non-Disclosure.** The Recipient of Confidential Information will:

- i. Protect the Confidential Information from disclosure to any third-party using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information and trade secrets of a like nature; and

*Solidaris Capital, LLC x Head Genetics, Inc.*

- ii. Not disclose such Confidential Information to any third-party other than Recipient's employees having a "need to know" such Confidential Information to meet the Recipient's obligations under this Agreement, or Recipient's legal, financial, or tax advisors (collectively, such employees and advisors being the Recipient's "Representatives"); and
- iii. Advise each Representative who receives a Disclosing Party's Confidential Information that such information is confidential and requires each such Representative to comply with all obligations of confidentiality and non-disclosure under this Agreement.

c. **Disclosure by Operation of Law.** Notwithstanding anything to the contrary in this Section 13, the Recipient may disclose the Disclosing Party's Confidential Information pursuant to judicial order, requirement of a governmental agency, or by operation of law provided that Recipient shall (to the extent allowed by applicable law) notify the Disclosing Party prior to such disclosure to give such Disclosing Party reasonable opportunity to seek an appropriate protective order, and further shall only disclose that part of the Confidential Information that Recipient is required to disclose.

d. **Equitable Relief.** Recipient acknowledges and agrees that any breach or threatened breach of this Agreement regarding the treatment of the Confidential Information will result in irreparable harm to the Disclosing Party for which there will be no adequate remedy at law and for which damages may be speculative or hard to prove. Accordingly, in addition to other remedies provided by law or at equity, the Disclosing Party shall be entitled to seek an injunction or other equitable relief, without the necessity of posting a bond, to prevent any breach or threatened breach of this Section 13 or the unauthorized use or disclosure of Confidential Information by Recipient or Recipient's Representatives.

14. **Press Release.** Neither Party will issue a press release or other public announcement concerning this Agreement, the transactions contemplated herein, or the relationship between the parties without the prior written approval of an authorized representative of the other Party.

Redacted

*Solidaris Capital, LLC x Head Genetics, Inc.*

Redacted

- b. **Buyer Property.** Except for the Seller IP, all tangible and intangible property provided to Seller by Buyer in connection with this Agreement, including, without limitation, Buyer's legal opinions, customer lists, investor lists, vendor lists, financial models, financial projections and models, and other confidential information, and all reports, communications, or analyses produced in connection with this Agreement (collectively, "Buyer Property"), will be and remain the exclusive property of Buyer unless otherwise agreed to in writing. Seller will keep and maintain in its custody, and subject to its control, any Buyer property that it receives or develops during the term of this Agreement and will return or surrender to Buyer all Buyer Property within fifteen (15) days after termination or expiration of this Agreement or otherwise upon request by Buyer.
- c. **Protection of Buyer's Intangible Property.** Buyer and its subsidiaries have the sole and exclusive right to use all trademarks, service marks, trade names, patents, copyrights, and trade secrets owned by, registered in the name of, licensed to or used in the business of Buyer or any of its subsidiaries (collectively, the "Buyer IP"). Seller does not now have, and will not gain, any right, title, or interest in the Buyer IP, other than the limited right to use and incorporate certain Buyer IP, as directed by Buyer, solely in connection with its supply of components and solely for the benefit of Buyer as described in this Agreement. Any use by Seller of Buyer IP will be solely

*Solidaris Capital, LLC x Head Genetics, Inc.*

in accordance with this Agreement and will be solely for the benefit of Buyer and deemed a use by Buyer. Seller will not:

- i. manufacture, assemble, package and/or sell, for any party other than Buyer or its subsidiaries, any products which use or bear any Buyer IP; or
- ii. display or distribute any items bearing any Buyer IP unless and until Buyer has provided its express written consent. Seller will cooperate with Buyer to protect Buyer's, and its subsidiaries', rights to the Buyer IP. Seller will not, and it will not permit any of its subsidiaries, to take any action or fail to take any action that would in any way infringe upon or compromise Buyer's or any of its subsidiaries' rights in the Buyer IP.

**16. Representations and Warranties.**

**Redacted**

b. **Other Representations and Warranties.** Each of the parties hereby represents and warrants to the other that:

- i. It has full power and authority required to enter, execute, and deliver this Agreement, to conduct its obligations hereunder, and to perform the transactions contemplated hereby; and
- ii. This Agreement has been duly executed and delivered by, is the valid and binding obligation of, and is enforceable against, such party in accordance with its terms; and
- iii. The execution and delivery of and performance under this Agreement by such party does not, and will not, conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any law to which it is bound or subject;

*Solidaris Capital, LLC x Head Genetics, Inc.*

- iv. Neither party will use the name or logo of the other party for the purpose of raising investment funding from any third-party. Buyer specifically agrees that it will indemnify and defend Seller from any and all liability or action, whatsoever, including reasonable attorney's fees spent by Seller to defend any action filed by any of Buyer's shareholders, investors, or partners against Seller as a result of any representations or promises made by Buyer to such shareholders, investors or partners related to Seller; and
- v. Except as provided above, there are no express or implied warranties associated with this Agreement, the products, or any related software, including the implied warranties of merchantability or fitness for a particular purpose or any other statutory warranty, all of which are expressly disclaimed.

**Redacted**

**17. Indemnification by Seller; Insurance.** Seller will indemnify, defend, and hold harmless Buyer and Buyer's officers, directors, agents, consultants, and employees, from and against all third-party liabilities, claims, suits, damages, losses, causes of action and expenses including, without limitation:

- a. attorneys' fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action; and
- b. all costs and administrative fees associated with any recall of any component distributed or supplied by Seller (each such item a "Liability") relating to any product donated, sold, or held by Buyer whether such Liability is stated as a product liability claim, a strict liability claim or other similar claim, if such Liability relates to or arises from:
  - i. any failure of any component to materially conform to or comply with the requirements of this Agreement;
  - ii. a material defect in the manufacturing process used for such component, or failure to follow required U.S. federal or state regulations that renders the product or service in violation of applicable Law ;
  - iii. the gross negligence, intentionally tortious misconduct, or violation of any applicable Law by Seller or any of its subsidiaries in connection with the acquisition, manufacture, assembly, design, handling, packaging, labeling,

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storage, or shipment of such component, related to the performance of Seller's obligations under this Agreement; or

- iv. breach by Seller of any of the representations or warranties in Section 16; or
- v. any other material breach by Seller of any other provision of this Agreement.

**Redacted**

**19. Conditions of Indemnity.** The indemnifying party's obligations pursuant to Section 17 or 18 are conditioned upon the Party seeking indemnification:

- a. providing written notice to the indemnifying party of any Liabilities promptly, but not later than thirty (30) days after learning of such Liability;
- b. permitting the indemnifying party to assume full responsibility for the investigation of, preparation for, and legal defense of, any Liability for which indemnification is being sought;
- c. assisting the indemnifying party, at the indemnifying party's reasonable expense, in the investigation of, preparation for, and defense of, any such Liability; and
- d. not compromising or settling any such Liability without the prior written consent of the indemnified party under this Agreement.

**20. Limitations of Liability.**

- a. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFIT, OR COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, A PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, INDEMNIFICATION OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF OTHER REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. This Section shall survive the termination of this Agreement.

Redacted

**22. Term and Termination.**

- a. **Term.** The initial Term of this Agreement will be five (5) years, commencing on the Effective Date of this Agreement; provided that, any purchase orders placed by Buyer and accepted by Seller prior to termination or expiration of this Agreement will be subject to the terms of this Agreement, unless Buyer and Seller expressly agree in writing on other terms of sale.
- b. At the end of this initial Term, as well as any renewal Term, this Agreement will renew at the mutual written agreement of both parties
- c. **Early Termination by Either Party.** Either Party will have the right to terminate this Agreement without liability therefor, after written notice to the other, if the other Party:

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- i. materially breaches any of its obligations under this Agreement (including without limitation timely delivery of Buyer's purchase order) and fails to cure such breach within ninety (90) days after receiving written notice from the non-breaching party; or
- ii. becomes the subject of voluntary or involuntary bankruptcy, reorganization, receivership, or insolvency proceedings that are not dismissed within sixty (60) days after commencement thereof.

d. **Early Termination by Buyer.** Buyer will have the right to terminate this Agreement upon written notice to Seller delivered at least thirty (30) days in advance if:

- i. Buyer determines in good faith that the Head Genetics application or RapidDx Device is defective or does not meet the written product specifications;
- ii. Buyer verifies that Seller's quality assurance policies and procedures do not comply with applicable U.S. federal or state law or regulatory requirements; or
- iii. Seller fails to materially comply with the Standards set forth in Paragraph 8.

e. **Early Termination by Seller.** Seller may terminate this Agreement upon written notice to Buyer delivered at least thirty (30) days in advance if (1) Buyer or Buyer's selected Public Charities violate (or are reasonably suspected of violating) applicable U.S. federal or state tax laws, rules, regulations, or (2) if Buyer or Buyer's officers, directors, employees or agents are convicted of, or plead no contest to, any felony that potentially would be injurious to the business or reputation of Seller's business, its products, or its services, or (3) if Buyer fails to purchase at least two thousand five hundred thirty-two (2,532) CRP Kits during the first twenty-four (24) months of the Term; or (4) if Buyer fails to purchase at least one hundred thousand (100,000) CRP Kits during the first thirty-six (36) months of the Term.

f. **Termination on Expiration of Agreement.** This Agreement will automatically terminate and expire upon completion of the initial term or any renewal term unless expressly renewed in writing signed by the Parties.

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26. **Governing Law; Severability; Waiver; Remedies; Arbitration.** The laws of Texas without reference to its principles of conflicts of laws, will govern this Agreement and its interpretation and construction. If any provision of this Agreement is determined to be

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unenforceable or prohibited by applicable law, such provision will be ineffective only to the extent of such unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision of this Agreement. Termination of this Agreement, or the exercise of any remedy herein, will not be deemed to be an exclusive remedy, and will be in addition to any other remedies available at law or in equity. Any dispute or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof, other than an injunction to prohibit an alleged breach of confidentiality, which is not settled by agreement between the parties, will be settled by binding arbitration in Dallas, Texas in accordance with the rules of the American Arbitration Association then in effect, and judgment upon any award rendered in such arbitration may be entered in any court having competent jurisdiction.

27. **Compliance with Laws.** During the term of this Agreement, each of the Parties will comply with all applicable U.S. federal and state laws governing this Agreement or the performance of such Party's obligations hereunder.
28. **Notices.** Notification required or permitted hereby will be deemed given only upon:
  - a. transmission by email, transmission confirmed by email return receipt; or
  - b. sent via a nationally recognized, delivery service that guarantees overnight delivery, in each case addressed to the party to be given notification at the address or email address given below, or such change of address or email address as may be hereafter supplied in writing:

To Buyer: Mr. Geoffrey C. Dietrich, Esq.  
Solidaris Capital L.L.C.  
5810 Long Prairie Rd  
Suite 700 #330  
Flower Mound, TX 75028  
g.dietrich@solidariscapital.com

With Copy to: Mr. Paul Spizzirri, Esq.  
Spizzirri Law LLC  
4652 Woodstock Rd  
Suite 208 – 280  
Roswell, GA 30075

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paul@spizzirri.law

To Seller:

Mr. Fabian Maclaren  
Head Genetics, Inc.  
5641 Winslet Drive  
Franklin, TN 37064  
fabian@headgenetics.com

**WITNESS** our signatures as of the day and date first above stated.

Solidaris Capital, L.L.C.  
(Buyer)



Mr. Geoffrey C. Dietrich, Esq.  
CEO

Head Genetics, Inc.  
(Seller)

Signed by:  
  
1F4647ABA9C849A...

Mr. Fabian Maclaren  
CEO

## **EXHIBIT 2**

## INVESTMENT SPONSOR LICENSE AGREEMENT

This INVESTMENT SPONSOR LICENSE AGREEMENT (the “Agreement”) is entered into as of this 16th day of October 2024, with an effective date of the 1<sup>st</sup> day of June, 2024 (the “Effective Date”), by and between **Solidaris Capital LLC**, a Wyoming limited liability company (“Licensor”), **Carita Investments LLC**, a Wyoming limited liability company (“Sponsor” or “Licensee”), and Mark Bianchi, an individual (“Bianchi”). Licensor, Licensee, and Bianchi may be referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Licensor and Licensee previously entered into an Investment Sponsor License Agreement with an Effective Date of September 1, 2024 (the “Previous Agreement”); and

**WHEREAS**, subsequent to the execution of the Previous Agreement, Bianchi acknowledged having engaged in conduct not in keeping with Bianchi’s confidentiality and fiduciary obligations to Licensor and one or more of Licensor’s affiliated entities, causing Licensor to signify its intent to terminate the Previous Agreement unless this superseding Agreement constituting a novation of the Previous Agreement is executed by the Parties, including Bianchi; and

**WHEREAS**, Licensor owns certain proprietary, confidential information, intellectual property, and trade secrets as described in this Agreement which are valuable to Licensor because such information is kept secret from any competitive organization and which will be provided to Licensee and Bianchi in order to perform their duties under this Agreement; and

**WHEREAS** Licensor has entered into an Exclusive Supply Agreement with the seller (hereinafter, the “Seller”) of certain contracts for telehealth, software as a service, and optional supplied assessment devices packaged together as a “Concussion Recovery Protocol Kit,” the value of which has been agreed upon and with respect to which there is a market for such assets; and

**WHEREAS** Licensor has packaged the Concussion Recovery Protocol Kits with the Investment Package (as defined below) and is prepared to license such property to Sponsor as the “Tech2Head Recovery (01-45) LLC Investment Package,” such term to be included in the definition of Investment Package for purposes of this Agreement with this Sponsor only; and

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**WHEREAS** Sponsor desires to become a Licensee and license the Investment Package from Licenser, acting as an independent sponsor, marketing, selling, and providing internal support for the Investment Package and Sponsor's individual prospective investors under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Grant of License**

**1.1. License Grant.** Licensor hereby grants to Licensee a non-exclusive, non-transferable license to market the Tech2Head Recovery (01-45) LLC Investment Package for the purposes of raising capital. Licensee and Bianchi shall not allow any person or entity separate from the Licensee to market or make sales except as provided in the terms of and in accordance with this Agreement.

**1.2. Term.** The initial term of this Agreement shall be for eighteen (18) months, commencing on the Effective Date. This Agreement shall automatically renew for additional (1) one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

**1.2.1. Early Termination.** Either party will have the right to terminate this Agreement without liability, after written notice to the other, if the other party:

1.2.1.1. materially breaches any of its obligations under this Agreement and fails to cure such breach within ninety (90) days after receiving written notice from the non-breaching party; or

1.2.1.2. becomes the subject of voluntary or involuntary bankruptcy, reorganization, receivership, or insolvency proceedings that are not dismissed within sixty (60) days after commencement thereof.

**1.3. Territory.** Licensee is granted the right to use the Investment Package throughout the United States and may only sell to citizens of the United States of America.

**1.4. Documents Incorporated by Reference.** The following documents are hereby incorporated by reference into and form a part of this Agreement:

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- 1.4.1. Exhibit A to this Investment Sponsor License Agreement regarding Intellectual Property;
- 1.4.2. Exclusive Supply Agreement with Seller, provided via folder access; and
- 1.4.3. Attorney Banking Agreement, provided via folder access.

**2. Compensation and Payment Terms.**

**2.1. Licensor or Related Party Fees.**

- 2.1.1. **License Fee.** In exchange for the license granted hereunder, Licensee agrees to remit to Licensor from law firm Interest on Lawyers' Trust Account an intellectual property license fee of not less than thirty-two-point twenty-five percent (32.25%) annually (the "License Fee"). The License Fee shall be due and payable no later than the initial engagement by Licensor of the qualified appraiser following a donation and may be paid as early as the acceptance of the product by the charity. Should the investors in the Investment Package vote for a non-charitable outcome for the products held within one or more entities, the License Fee may be reduced at the sole discretion of the Licensor to assist in the go-to-market strategy for each individual entity so voting.
- 2.1.2. **Escrow Fee.** Licensee agrees to the terms of the Law Firm Agreement provided and hereby incorporates the terms and payment arrangement as if part of this Agreement.
- 2.1.3. **Legal, Accounting, and Budgeted Operating Expenses.** Licensor pays all of the legal and accounting fees associated with Investment Package—exclusive of any legal or accounting the Sponsor chooses to engage for its own purposes. Licensor shall receive eleven (11%) percent of the fee allocated for Legal, Accounting, and Budgeted Operating Expenses. This fee for the legal and accounting expenses is incurred in the following tax year as part of the end of year compliance, tax return preparation, and review and revisions of the transaction that take place prior to a new year's transaction. Therefore, fees will be paid to Licensor before January 15<sup>th</sup>.
- 2.1.4. **Working Capital.** Licensor shall receive any unused amounts designated as Working Capital under the terms of the PPM which shall be paid to Licensor upon initial engagement by Licensor of the Qualified Appraiser in the

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calendar year following a donation and may be paid as early as the acceptance of the product by the charity, whichever is earlier.

**2.1.5. Management Fees.** Management Fees of one and one-half (1.5%) percent are paid to the Manager of the Transaction, BioMed Management Alpha, L.L.C., at each Special Purpose Vehicle (“SPV”) closing. Such SPV closing defined as a \$2 Million capital raise completed and purchase agreement sent to seller.

**2.2. Licensee Fees.** Licensee shall receive the following fees from the law firm Interest on Lawyers’ Trust Account (“IOLTA”) per the engagement, percentages based on gross capital raised in accordance with the Private Placement Memorandum (“PPM”):

**2.2.1. Audit Defense.** At each SPV closing, Sponsor shall provide Licenser with instructions for a separate investment or other account (meeting the requirements below) opened in the name of the Sponsor, to receive from the IOLTA, Fifty Thousand Dollars (\$50,000) or two and one-half percent (2.5%) of the total amount raised (per entity and in total). While Sponsor is the owner of these funds, Sponsor agrees to place these funds in a low-risk, interest bearing account of their choosing which can be made at least 25% liquid with thirty (30) days’ notice and 100% liquid with reasonable notice (e.g., money market, Exchange-Traded Fund (“ETF”), short-term Certificate of Deposit (“CD”) or bond funds). Funds for Audit Defense shall be released to Sponsor’s investment account upon the earlier of the initial engagement by Licenser of the Qualified Appraiser or by January 15<sup>th</sup> of the calendar year following a donation.

2.2.1.1. This Audit Defense fund shall be held separate and apart from any business or personal account of the Sponsor, its owners, employees, heirs and assigns, and is only to be used for tax audit defense and Tax Court or other litigation defense and legal expenses and costs of the Investment Package licensed under this Agreement and by Sponsor.

2.2.1.2. These funds become the sole property of Sponsor on an annual release basis on the fifth (5<sup>th</sup>) anniversary from the December 31 of a transaction closing (by example, the estimated two million (\$2,000,000) dollars of audit defense funds set aside from the 2024 Transaction will become the property of Licensee on December 31, 2029). Sponsor may determine whether to release these funds or continue to maintain those annual funds.

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- 2.2.1.3. Each successive year Audit Defense fund may be added to the same or similar accounts; investment strategy may be determined by the Sponsor and adjusted based on the amounts in the account. Sponsor must prioritize the liquidity schedule described above.
- 2.2.1.4. Sponsor shall have the option and the right, but not the obligation, to engage Lessor's third-party tax controversy counsel with respect to any individual or partnership audit notices.
  - 2.2.1.4.1. For individuals, the Audit Defense fund should pay for defense of only the portion of the audit related to the Investment Package transaction. Individuals will engage directly with the Lessor's designated law firm; Sponsor will pay the legal fees and expenses for the representation directly to the designated law firm.
  - 2.2.1.4.2. For partnerships, the Audit Defense fund should be utilized to pay the retainer and on-going legal bills and expenses for defense.
- 2.2.2. **Legal, Accounting, and Budgeted Operating Expenses.** Licensee shall receive a five percent (5%) fee allocated from the Legal, Accounting, and Budgeted Operating Expenses. This fee for the planned operating expenses of Sponsor shall be paid to Sponsor, at the sole discretion of Sponsor, either at the conclusion of each individual SPV closing or with the remainder of fees paid to Sponsor.
- 2.3. **Payment of Fees.** Fees will be paid by wire (or in the case of alternate payment processor such as VeriVend, via that payment network). Sponsor will provide the law firm of Cantley Dietrich, L.L.C. with wiring instructions in connection with execution of the law firm Engagement Agreement.
  - 2.3.1. **Payment to Licensee, Bianchi.** Subject to (i) Licensee and Bianchi's compliance with and adherence to the Confidentiality, non-competition, non-disclosure, and non-circumvention clauses in Section 4, below; or (ii) in case Lessor has exercised its right to Withhold under Section 2.3.2, below, and has accepted resolution; the payment of any fees attributable to Licensee and/or Bianchi shall be paid on a quarterly basis over eight (8) quarters. Such quarterly payment to be made on or before the 15<sup>th</sup> of the second month of each quarter.

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**2.3.2. Right to Withhold.** Lessor may, at its sole discretion, withhold payment to Licensee and/or Bianchi if Lessor believes a breach of this Agreement or violation of the covenants and clauses of Section 4 have occurred. Licensee and/or Bianchi bears the burden of proof to provide information sufficient to show Lessor that no violation occurred.

**2.3.3. Payment Forfeiture.** Should Licensee and/or Bianchi be in violation of the covenants in Section 4, below, Licensee and Bianchi understand and agree that the damages to Lessor from a violation of the Confidentiality, non-competition, non-disclosure, and non-circumvention clauses cause immediate and irreparable injury and damage to Lessor that is not readily measurable. While reserving Lessor's rights to additional liquidated or other damages from any violation, Licensee and Bianchi agree that upon the occurrence of a violation, the balance of fees to Licensee and Bianchi is forfeited and becomes property of Lessor.

**2.4. Access to Records.** Sponsor acknowledges it has been provided access to view the IOLTA assigned to Sponsor, folder access to all documentation, completed transaction documentation (as sales occur), and has all information necessary to perform its own diligence on the gross capital raised, completed documentation, and entity purchases.

**2.5. Reconciling Fees.** Lessor shall provide a payment reconciliation to Sponsor not later than January 30<sup>th</sup> of each year. Such reconciliation to reflect total capital raised by Sponsor and fees paid by Lessor. Sponsor shall have thirty (30) days to submit documentation of any potential discrepancy to Lessor and Lessor has thirty (30) days to respond. The Parties agree to mutually resolve any discrepancy as rapidly as possible.

**3. Representations and Warranties.**

**3.1. Mutual Representations and Warranties.** Each of the parties hereby represent and warrant to the other that:

- 3.1.1. it has full power and authority required to enter, execute, and deliver this Agreement, to conduct its obligations hereunder, and to perform the transactions contemplated hereby; and
- 3.1.2. this Agreement has been duly executed and delivered by, is the valid and binding obligation of and is enforceable against, such party in accordance with its terms; and

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- 3.1.3. the execution and delivery of and performance under this Agreement by such party does not, and will not, conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any Law to which it is bound or subject; and
- 3.1.4. it has the unrestricted right to disclose any information it submits to the other party, free of all claims of third parties, and that such disclosures do not breach or conflict with any confidentiality provisions of any agreement to which it is a party.
- 3.1.5. Sponsor specifically agrees that it will indemnify and defend Lessor from all liability or action, whatsoever, including reasonable attorney's fees spent by Lessor to defend any action filed by any of Sponsor's shareholders, investors, or partners against Lessor because of any representations or promises made by Sponsor to such shareholders, investors or partners related to Lessor or the Investment Package.

**3.2. Licensee Representations.** Licensee hereby represents and warrants that:

- 3.2.1. It has the necessary expertise and resources to market and sell the Investment Package; and
- 3.2.2. It will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.
- 3.2.3. Marketing and Sales. Licensee agrees to be solely responsible for all marketing and sales activities related to the licensed Investment Package. Licensee will use commercially reasonable efforts to promote and sell the investment opportunities.
- 3.2.4. Internal Support. Licensee shall provide internal support for the Investment Package, including communication with prospective investors, administrative functions, and post-sale support as necessary.

**3.3. Lessor Representations.** Lessor hereby represents and warrants that:

- 3.3.1. The Investment Package does not infringe on any third-party intellectual property rights.
- 3.3.2. Provision of Investment Package. Lessor agrees to provide Licensee with a complete turn-key investment package, including:

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- 3.3.2.1. Legal Research and Tax Strategy: Lessor will provide necessary legal and tax-related information and strategies associated with the investment. This specifically excludes the Lessor's legal opinion. Lessor agrees to assist Sponsor's designated counsel in counsel's research and analysis.
- 3.3.2.2. Vetted Seller and Product: Lessor will ensure that the company or Seller and the product for purchase have been properly vetted and are suitable for investment.
- 3.3.2.3. Approved Investment Materials: Lessor will provide all sales and marketing materials necessary for Licensee to market and sell the investment package, specifically, the Private Placement Memorandum ("PPM").
- 3.3.2.4. Negotiations with Charitable Recipient to consummate the donation should Members vote for donation.
- 3.3.2.5. Appraisal: engagement of Qualified Appraiser to provide a Qualified Appraisal as defined in the Internal Revenue Code.
- 3.3.2.6. Tax Preparation: engagement, drafts, research, and filing approvals for all partnerships (raise and purchased) with internal and external tax preparation support.

3.3.3. External Support. Lessor agrees to provide reasonable ongoing support to Licensee, including updates on the Investment Package as necessary and timely responses to Licensee's inquiries.

**4. Confidentiality, Nonsolicitation, Noncompetition and Proprietary Rights.**

4.1. **Acknowledgements.** Lessor has succeeded and continues to succeed because of the goodwill it has developed with Seller, other sellers, investors, vendors, and customers and because of the unique and secret information Lessor has developed and is continuing to develop. In addition to receiving remuneration in exchange for Licensee's and Bianchi's personal service, during the Term of this Agreement, the Company shall give Licensee and Bianchi access to this unique, confidential, and competitively valuable information about Lessor, Seller, other sellers, investors, vendors and customers, and Licensee and Bianchi will be entrusted with access to this valuable information and these valuable relationships. Licensee and Bianchi may also help to generate and develop such

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information and relationships. Licensee and Bianchi understand and agree that Licenser has a legitimate business interest in protecting its goodwill, business relationships, and Confidential Information (as defined below), and that this Agreement is intended to protect these valuable and legitimate business interests both during and after the Term of this Agreement. Licensee and Bianchi acknowledge that the Confidential Information derives its value to Licensor from the fact that it is maintained as confidential and secret and is not readily available to the general public or to Licensor's competitors and that Licensor undertakes great effort and sufficient measures to maintain the confidentiality and secrecy of the Confidential Information.

**4.2. “Confidential Information”.** For purposes of this Agreement, the terms “Confidential Information” and “Investment Package” shall synonymously mean the contents of Licensor’s “turn-key” investment package, including without limitation legal research, analysis, and application of the Internal Revenue Code, applicable United States Department of Treasury regulations, and United States Tax Court case law; Licensor’s “Multiple Entity Structuring Strategy” (otherwise referred to colloquially as “MESS”); negotiated, proposed, and draft transaction agreements and ancillary agreements; unique knowledge relating to vendor and customer identities and relationships, legal entity and transaction structuring strategies; seller vetting and product purchase negotiations, including the execution and completion of exclusive supply agreements with sellers; the process for and actual review and analysis of product marketplace and research on comparable sales and products; knowledge of applicable investor potential business and charitable outcomes and reviews; research and vetting of appropriate charitable recipients for potential donations by investors; research, vetting, and selection of qualified appraisers for products; vetted sellers with an accompanying product for purchase; and the information referenced in Exhibit A to this Agreement. “Confidential Information” additionally includes information provided or made available to Licensee or Bianchi by third parties in connection with Licensee’s and Bianchi’s performance of this Agreement, such as vendors, Seller, other sellers, investors, suppliers, and other business partners, when that information should reasonably be understood to be confidential because of legends or other markings or the circumstances of disclosure or the nature of the information itself. “Confidential Information” also includes all inventions, improvements, copyrightable works, designs and derivatives thereof relating to or resulting from Confidential Information, and therefore the right to market, use, and license Confidential Information and its derivatives is and at all times remains the exclusive property and right of Licensor. “Confidential Information” does not include information that has become publicly known or made generally available to the public through no wrongful act by Licensee or Bianchi or by anyone else

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who was under confidentiality obligations as to the information involved. “Confidential Information” also does not include the general knowledge, skills, experience, and abilities that Bianchi developed prior to or during the Term of this Agreement, which knowledge, skills, experience, and abilities Bianchi may use subsequently, so long as Bianchi does not use or disclose Confidential Information.

**4.3. Non-Disclosure.** Licensee and Bianchi recognize and agree that Confidential Information is competitively valuable information belonging to Licenser, the unauthorized use and disclosure of which will cause irreparable damage and financial loss to Licenser. Therefore, Licensee and Bianchi acknowledge and agree that, during and after the Term of this Agreement, neither Licensee nor Bianchi shall retain, use, take with, or make any copies of Confidential Information in any form, format, or manner whatsoever (including paper, digital or other storage in any form), and Licensee and Bianchi shall not disclose the same in whole or in part to any person or entity, in any manner either directly or indirectly, except solely in furtherance of the performance of this Agreement or as specifically authorized by Licenser. In the furtherance of Licensee’s and Bianchi’s duties to Licenser or otherwise, Licensee and Bianchi shall not retain, use, make copies of or share any proprietary, confidential information of any other person or prior employer of Bianchi. The Parties acknowledge that federal law immunizes Bianchi against criminal and civil liability under federal or state trade secret laws – under certain circumstances – if Bianchi discloses a trade secret for the purpose of reporting a suspected violation of law and that immunity is available if Bianchi discloses a trade secret in either of these two circumstances: (1) Bianchi discloses the trade secret (a) in confidence, (b) directly or indirectly to a government official (federal, state or local) or to a lawyer, (c) solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a legal proceeding, Bianchi discloses the trade secret in the complaint or other documents filed in the case, so long as the document is filed “under seal” (meaning that it is not accessible to the public).

**4.4. Ownership of Work Product and Other Rights.** Licensee and Bianchi acknowledge that in connection with the performance of Licensee’s and Bianchi’s duties hereunder and at the cost and expense of Licenser, Licenser owns and will develop Confidential Information which shall enhance the goodwill of Licenser and warrant protection. Licensee and Bianchi agree and acknowledge that all Confidential Information, trade secrets, copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights associated with any ideas, concepts, techniques, inventions, information, processes, or works of authorship developed or created by Licensee or Bianchi during the course of

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performing this Agreement and any other work product conceived, created, designed, developed or contributed by Licensee or Bianchi during the Term of this Agreement that relates in any way to the Licensor's business (collectively, "Work Product") shall belong exclusively to Licensor and shall, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. To the extent Work Product may not be considered a work made for hire owned exclusively by Licensor, Licensee and Bianchi hereby assign to Licensor all right, title, and interest worldwide in and to such Work Product at the time of its creation, without any requirement of further consideration. Upon request of Licensor, Licensee and Bianchi shall take such further actions and execute such further documents as Licensor may deem necessary or desirable to further the purposes of this Agreement, including without limitation separate assignments of all right, title, and interest in and to all rights associated with any and all of the Work Product, the same to be held and enjoyed by Licensor and its successors and assigns for its or their own use and benefit, as fully and as entirely as the same might be held by Licensee or Bianchi had this assignment not been made. Notwithstanding the foregoing, Licensee and Bianchi represent that all items which Licensee or Bianchi has created or otherwise developed prior to entering into this Agreement or the Previous Agreement which Licensee or Bianchi wish to exclude from Licensee's or Bianchi's obligations to Licensor under this Agreement are listed below. If no items are listed below, Licensee and Bianchi represent and warrant that there are no such matters to be excluded.

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**4.5. Non-Competition and Non-Solicitation.**

- 4.5.1. "Restricted Period." For purposes of this Agreement, the "Restricted Period" shall be defined as the Term of this Agreement and twenty-four (24) months thereafter.
- 4.5.2. "Restricted Territory." For purposes of this Agreement, the "Restricted Territory" shall be defined as the United States of America.
- 4.5.3. "Customer." For purposes of this Agreement, "Customer" shall be defined as any person or entity with which Licensor has engaged in Business (as defined below) and any person or entity to which Licensor has proposed to engage in Business at any time preceding or during the Term of this Agreement, including without limitation Seller, any other prospective seller, and any investor or prospective investor.

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4.5.4. "Business." For purposes of this Agreement, "Business" shall be defined as utilizing Confidential Information in order to provide turn-key investment packages involving multiple entity structuring of transactions to enable developers and sellers of products to in turn enable investors to experience favorable income tax treatment while advancing charitable endeavors benefiting individuals and communities in need.

4.5.5. Non-Solicitation of Customers. Licensee and Bianchi recognize and appreciate the substantial time, money, and effort that Licensee has spent and will spend in building and developing relationships with its Customers. Therefore, during the Restricted Period, Licensee and Bianchi shall not, alone or with others, on behalf of Licensee or Bianchi or any company, firm, employer, entity or person, accept business from, offer to provide services to, or disrupt or attempt to disrupt or otherwise interfere with Licenser's relationship with any Customer with respect to which Licensee or Bianchi had access to Confidential Information or to whom Licensee or Bianchi provided or proposed to provide service in connection with the Licenser's Business within the twelve (12) months prior to the termination of this Agreement. Specifically and without limiting the foregoing, during the Restricted Period, Licensee and Bianchi shall not communicate or have any contact of any type with Christopher Marston, Exemplar Capital or any entity or person affiliated with Exemplar Capital.

4.5.6. Non-Competition. Licensee and Bianchi recognize and appreciate the substantial time, money, and effort that Licenser has spent and will spend in building and developing relationships with its Customers. Therefore, during the Restricted Period and within the Restricted Territory, Licensee and Bianchi shall not engage directly or indirectly in the Business as a shareholder, officer, partner, member, employee, independent contractor, consultant or owner with any person, company or entity other than Licenser.

4.5.7. Reasonableness of Covenants. Licensee and Bianchi understand and agree that these covenants in this Section 4 are reasonable under the circumstances and further agree that if in the opinion of any court of competent jurisdiction such restraints are not reasonable in any respect, such court shall have the right, power, and authority to reduce or otherwise modify or reform such restraints or otherwise modify or reform this Agreement to render the Agreement's restraints enforceable. Licensee and Bianchi acknowledge that the restrictions contained in this Section 4 are fair, reasonable, and necessary for the protection of Licensee's legitimate business interests and do not limit Bianchi's ability to earn a livelihood after the Term of this Agreement ends.

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

**4.5.8. Enforcement.** Due to the nature of Licensee's and Bianchi's position obligations under this Agreement, and with full realization that a violation of this Agreement will cause immediate and irreparable injury and damage to Licenser that is not readily measurable, and to protect Licenser's interests, Licensee and Bianchi understand and agrees that, in addition to instituting proceedings to recover damages resulting from a breach of this Agreement, Licenser shall be entitled to obtain temporary, preliminary, and permanent injunctive relief in any state or federal court of competent jurisdiction to cease or prevent any actual or threatened violation of this Agreement by Employee without being required to post a bond or other security. In the event of a breach of the obligations set forth in Section 4 of this Agreement, the Restricted Period shall be extended by a period of time equal to that period of time beginning when the activities constituting such violation commenced and ending when the activities constituting such violation terminated.

**4.6. Press Release.** Neither Party will issue a press release or other public announcement concerning this Agreement, the transactions contemplated herein or the relationship between the parties without the prior written approval of an authorized representative of the other Party.

**4.7. Sponsor's Disclosure of Information.** Sponsor's disclosure of any information to prospective investors, accounting firms, law firms, advisors, registered investment advisors, or other parties ("Third Parties") will be with the understanding that the information disclosed is confidential. Sponsor agrees that it will not disclose to Third Parties any confidential or proprietary information belonging to any third party without the written consent of such party and that it will not represent as being unrestricted any designs, plans, models, samples or other writings or products that Sponsor knows or has reason to know are covered by valid patent, copyright, trade secret or other form of intellectual property protection.

**4.8. Licensor Property.** All tangible and intangible property provided to Sponsor in connection with this Agreement, including, without limitation, intellectual property including legal opinions, vendor information, financial projections and models and other Confidential Information, and all reports, communications, or analyses produced in connection with this Agreement (collectively, "Licensor Property"), will be and remain the exclusive property of Licenser unless otherwise agreed to in writing. Sponsor will keep and maintain in its custody and subject to its control any Licensor Property that it receives or develops during the term of this Agreement and will return or surrender to Licenser all Licensor Property

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

within fifteen (15) days after termination or expiration of this Agreement or otherwise upon request by Lessor.

4.8.1. **Protection of Lessor's Intangible Property.** Lessor and its affiliated entities have the sole and exclusive right to use all trademarks, service marks, trade names, patents, copyrights, and trade secrets owned by, registered in the name of, licensed to or used in the business of Lessor or any of its affiliated entities (collectively, the "Intangible Property"). Sponsor does not now have, and will not gain, any right, title, or interest in the Intangible Property, other than the limited right to use and incorporate certain Intangible Property, as directed by Lessor, solely in connection with the activity of selling the transaction to prospective investors. Any use by Sponsor of Intangible Property will be solely in accordance with this Agreement. Sponsor will not:

4.8.1.1. manufacture, assemble, package and/or sell, for any party other than Lessor or its affiliated entities, any products which use or bear any Intangible Property; or

4.8.1.2. display or distribute any items bearing any Intangible Property unless and until Lessor has provided its express written consent. Sponsor will cooperate with Lessor to protect Lessor's and its affiliated entities' rights to the Intangible Property. Sponsor will not, and it will not permit any of its affiliated entities to, take any action or fail to take any action that would in any way infringe upon or compromise Lessor's or any of its affiliated entities' rights in the Intangible Property.

**5. Indemnification.**

5.1. **Indemnification by Sponsor.** Sponsor will indemnify, defend, and hold harmless Lessor, Lessor's affiliates and such entities' respective officers, directors, agents, consultants, insurers, employees, shareholders, and customers, from and against all liabilities, claims, suits, damages, losses, causes of action and expenses including, without limitation:

5.1.1. attorneys' fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action; and

5.1.2. all costs and administrative fees associated with any recall of any digital educational materials distributed or supplied by Sponsor (each such item a

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

“Liability”) relating to any product donated by Licensor whether such Liability is stated as a product liability claim, a strict liability claim or other similar claim, if such Liability relates to or arises from:

- 5.1.3. any alleged failure of any digital educational materials to conform to or comply with the requirements of the applicable Order and/or this Agreement;
- 5.1.4. breach by Sponsor of any of the representations or warranties in Section 3; or
- 5.1.5. any other material breach by Sponsor of any other provision of this Agreement.

**5.2. Indemnification by Licensor.** Licensor will indemnify, defend, and hold harmless Sponsor, Sponsor's affiliates and such entities' respective officers, directors, agents, consultants, insurers, employees, shareholders, and customers, from and against all liabilities, claims, suits, damages, losses, causes of action and expenses including, without limitation:

- 5.2.1. attorneys' fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action; and
- 5.2.2. all costs and administrative fees associated with any:
  - 5.2.2.1. negligence, misconduct, fraud, tax liability or violation of any Law by Licensor or any of its affiliated entities in connection with the donation of the product sold under this Agreement;
  - 5.2.2.2. breach by Licensor of any of the representations or warranties in Section 3; or
- 5.2.3. any other material breach by Licensor of any other provision of this Agreement.

**5.3. Conditions of Indemnity.** The Sponsor's obligations to the Licensor pursuant to Section 5 are conditioned upon the Licensor seeking indemnification by:

- 5.3.1. providing written notice to the Sponsor of any Liabilities promptly, but not later than thirty (30) days after Sponsor learns of such Liability;

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

- 5.3.2. permitting the Sponsor to assume full responsibility for the investigation of, preparation for, and legal defense of, any Liability for which indemnification is being sought;
- 5.3.3. assisting the Sponsor, at the Sponsor's reasonable expense, in the investigation of, preparation for, and defense of, any such Liability; and
- 5.3.4. not compromising or settling any such Liability without the Sponsor's prior written consent.

6. **Force Majeure.** Neither party will be in default in the performance of its obligations under this Agreement if such performance is prevented or delayed because of war or similar unrest, labor dispute or strike, transportation difficulties, unavailability of necessary raw materials, epidemic, fire, natural disaster, any Law of any governmental or other authority, epidemic, pandemic, force majeure or other similar cause that is beyond the control of and that could not have reasonably been prevented by the party whose performance is affected; provided that, if such delay continues for ninety (90) days or more, then Lessor may upon written notice terminate this Agreement.
7. **Miscellaneous.**
  - 7.1. Sponsor acknowledges that it is not, and shall not hold itself out as, a joint venturer, franchisee, partner, employee, servant, representative or agent of Lessor. It is expressly agreed that the parties hereto are acting hereunder as independent contractors, and under no circumstances shall any of the employees of one party be deemed the employees of any other party for any purpose. This Agreement shall not be construed as authority for any party to act for another party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of another party except to the extent and for the purposes expressly provided for herein.
  - 7.2. **Sponsor Change of Control.** For this Agreement, "Change of Control" means:
    - 7.2.1. the sale, lease, exchange, or other transfer, directly or indirectly, of all the assets of Sponsor (in one transaction or in a series of related transactions) to one or more persons or entities that are not affiliated entities of Sponsor;
    - 7.2.2. the approval by the shareholders of Sponsor of any plan or proposal for its liquidation or dissolution;

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

7.2.3. a merger or consolidation to which Sponsor is a party if the shareholders of Sponsor immediately prior to the effective date of such merger or consolidation have beneficial ownership, immediately following the effective date of such merger or consolidation, of securities of the surviving corporation representing 50% or less of the combined voting power of the surviving corporation's then-outstanding securities ordinarily having the right to vote at elections of directors.

7.3. Entire Agreement; Amendments. The terms of this Agreement, together with those incorporated by reference, will constitute the entire agreement between the Parties as to each and all provision, production, and sales of in digital format, and the provisions of this Agreement will supersede all prior oral and written commitments, contracts and understandings relating to the subject matter of this Agreement. Notwithstanding anything to the contrary in this Agreement, any provisions of any agreements between the parties relating to indemnification, confidentiality, non-competition, non-solicitation, nondisclosure, assignment of inventions, and other similar agreements, including, without limitation, the Confidentiality and Non-Disclosure Agreement between Sponsor described above are in addition to, and not superseded by, this Agreement to the extent that the provisions of such other agreements do not conflict with this Agreement; provided that, any information disclosed prior to the Effective Date will be governed by the applicable agreement(s) between the parties and any information disclosed on or after the Effective Date will be governed by this Agreement. Only a writing signed by both parties may amend this Agreement.

7.4. Notices. Any notice required to be given hereunder shall be deemed given if in compliance with Section 9 below.

7.5. Assignment; Subcontracting. Sponsor will not assign this Agreement, whether voluntarily or involuntarily, without the express written consent of the Licensor, whose consent shall not unreasonably be withheld. However, Sponsor may assign its right to an affiliated entity if that entity assumes all obligations.

7.6. Governing Law; Severability; Waiver; Remedies; Arbitration. The laws of the state of Texas without reference to its principles of conflicts of laws will govern this Agreement and its interpretation and construction. If any provision of this Agreement is determined to be unenforceable or prohibited by applicable law, such provision will be ineffective only to the extent of such unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

different provision of this Agreement. Termination of this Agreement, or the exercise of any remedy herein, will not be deemed to be an exclusive remedy, and will be in addition to any other remedies available at law or in equity. Other than an injunction to prohibit an alleged breach of Section 4 of this Agreement, any dispute or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof which is not settled by agreement between the parties will be settled by binding arbitration in Dallas County, Texas in accordance with the rules of the American Arbitration Association then in effect, and judgment upon any award rendered in such arbitration may be entered in any court having competent jurisdiction.

8. Compliance with Laws. During the term of this Agreement, each of the parties will comply with all Laws in any way relating to this Agreement or the performance of such party's obligations hereunder.
9. Notices. Notification required or permitted hereby will be deemed given only upon:
  - 9.1. transmission by email, transmission confirmed by email return receipt; or sent via a nationally recognized, delivery service that guarantees overnight delivery, in each case addressed to the party to be given notification at the address or email address given below or such change of address or email address as may be hereafter supplied in writing:

To Lessor: Mr. Geoffrey C. Dietrich, Esq.

Solidaris Capital, LLC  
5810 Long Prairie Road  
Suite 700 #330  
Flower Mound, TX 75028  
(214) 687-8437

To Sponsor: Mr. Mark Bianchi

Carita Investments, L.L.C.  
222 Second Ave. South  
17<sup>th</sup> Floor  
Nashville, TN 37201  
(818) 900-1301

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

**WITNESS** our signatures as of the day and date first above stated.

**SOLIDARIS CAPITAL, L.L.C.**

Signed by:  
  
8DC9B64C298E4C6  
Geoffrey C. Dietrich, Esq.  
Founder & CEO

**CARITA INVESTMENTS, L.L.C.**

Signed by:  
  
28B06C133EED492...  
Mark Bianchi  
Manager

*Solidaris Capital LLC x Carita Investments LLC License Agreement***Exhibit A – Intellectual Property Value**

**The Intellectual Property Valuation.** As a specific term of this Agreement is the license of the intellectual property and its value to the Investment Package. Collectively, all the information, know-how, relationships, goodwill, trade secret, negotiation tactics, methodology and strategy and structure of the transaction are the intellectual property (“IP”). The licensing fee to Lessor is based on the value of the IP to the Sponsor and, in support of such value, we provide the following:

- 1.1. Lessor holds global exclusive rights to all the intellectual property both originally created by Professor Beckett Cantley, J.D., LL.M. (Tax) and Geoffrey C. Dietrich, J.D., LL.M. (Tax) as well as such intellectual property as further enhanced and developed by Mr. Dietrich.
  - 1.1.1. Each transaction begins with thorough research through the Internal Revenue Code, applicable Treasury Regulations, and relevant case law.
  - 1.1.2. Lessor has developed a process to identify opportunities for their philanthropic benefit, market, and technological potential. Once identified, a potential candidate becomes the subject of legal and financial due diligence. The due diligence exercise may reveal a variety of disqualifying factors, including pending or threatened litigation, regulatory examinations, failing to comply with federal or state laws, failing to perfect title to intellectual property, or infringement to name only a few. The investigation continues through an indefinite number of iterations until a set of curated candidates emerges, typically two (2%) percent of all entities identified and investigated as potential candidates
- 1.2. This select group of two (2%) percent of all entities identified and investigated is then subject to further analysis and additional investigation.
  - 1.2.1. An ideal transaction candidate creates a product and service whose value is the result of intellectual property that creates barriers to entry, high markups, and price stability.
  - 1.2.2. Many entities are ruled out during this phase of the process, as the Lessor focuses its efforts on finding a candidate with a product or service offering that offers value for specific investment outcomes, which may include being held for a speculative increase in price; sold immediately; or donated for a charitable outcome.

*Solidaris Capital LLC x Carita Investments LLC License Agreement*

- 1.2.3. Some business models, companies or products and services are incompatible with these three potential outcomes. Certain products spoil or expire too quickly, which prevents holding them speculatively.
- 1.3. Company engages in negotiations related to the exchange of marketing value for discount pricing of entities holding seller's product to be purchased at below market cost.
  - 1.3.1. Some entities are interested in using a charitable donation as a device for creating corporate goodwill, entering new markets, and promoting a positive image and market position with new and existing customers.
  - 1.3.2. Other sellers utilize the negotiation to raise non-dilutive capital while furthering their marketing interests to reach new product users.
  - 1.3.3. Company negotiates and executes an Exclusive Supply (or other similarly named) Agreement ("ESA") with the candidate for prepacked bundles, which are subject to be held, sold or donated.
- 1.4. While Sponsor raises capital, Licensor will have already or may begin to reach out to new and existing charities to identify suitable charities willing to accept a donation.
  - 1.4.1. One key requirement for the charity is that it is or can be treated as a Public Charity (50% limit) organization. An additional requirement is that the identified charity act more than "talk" about the specific need they address. Finally, the identified charity should have, as part of its charitable mission, addressing the need the product solves.
  - 1.4.2. Contrary to popular belief, charities do not always accept donations. Often, there is an annual cutoff date for accepting a charitable donation of December 1<sup>st</sup> or 15<sup>th</sup>. Therefore, negotiations with charities take place many months in advance. If a particular charity is unwilling or unable to accept a donation, new charities must be identified and contacted.

## **EXHIBIT 3**

## INVESTMENT SPONSOR LICENSE AGREEMENT

This INVESTMENT SPONSOR LICENSE AGREEMENT (the “Agreement”) is entered into as of this 1st day of September 2024 (the “Effective Date”), by and between **Solidaris Capital LLC**, a Wyoming limited liability company (“Licensor”), and **Carita Investments LLC**, a Wyoming limited liability company (“Sponsor” or “Licensee”). Licensor and Licensee may be referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS** Licensor owns certain proprietary intellectual property and trade secrets consisting of a “turn-key” investment package, including but not limited to: legal research and application of the Internal Revenue Code (“IRC”), applicable Treasury Regulations (“Regs”), and tax court case law; trade secrets as the Multiple Entity Structuring Strategy (“MESS”)<sup>1</sup>; negotiated transaction agreements; knowledge, vendor relationships, and customer relationships; legal entity structuring and transaction structure; Seller vetting and product purchase negotiations, including the execution and completion of the Exclusive Supply Agreement with Seller; review of product marketplace and research on comparable sales and products; applicable investor potential business and charitable outcomes, reviews; research and vetting of appropriate charitable recipients for potential donations by investors; research, vetting, and selection of qualified appraiser(s) for the product, and a vetted Seller with an accompanying product for purchase (all of the aforementioned, the “Investment Package”); and

**WHEREAS** Licensor has entered into an Exclusive Supply Agreement with the seller of certain contracts for telehealth, software as a service (SaaS), and optional supplied assessment devices packaged together as a “Concussion Recovery Protocol Kit”, the value of which has been agreed upon and that there is a market for such assets; and

**WHEREAS** Licensor has packaged the Concussion Recovery Protocol Kits with the Investment Package and is prepared to license such property to Sponsor as the “Tech2Head Recovery (01-45) LLC Investment Package”, such term to be included in the definition of Investment Package for purposes of this Agreement with this Sponsor only; and

**WHEREAS** Sponsor desires to become a Licensee and license the Investment Package from Licensor, acting as an independent sponsor, marketing, selling, and providing internal support for the Investment Package and Sponsor’s individual prospective investors under the terms and conditions set forth herein;

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<sup>1</sup> See also, *Intellectual Property Valuation, Exhibit A.*

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. Grant of License**

**1.1. License Grant.** Lessor hereby grants to Licensee a non-exclusive, non-transferable license to market the Tech2Head Recovery (01-45) LLC Investment Package for the purposes of raising capital. Licensee shall not allow any person or entity separate from the Licensee to market or make sales except as provided in the terms of this Agreement.

**1.2. Term.** The initial term of this Agreement shall be for eighteen (18) months, commencing on the Effective Date. This Agreement shall automatically renew for additional (1) one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

**1.2.1. Early Termination.** Either party will have the right to terminate this Agreement without liability, after written notice to the other, if the other party:

1.2.1.1. materially breaches any of its obligations under this Agreement and fails to cure such breach within ninety (90) days after receiving written notice from the non-breaching party; or

1.2.1.2. becomes the subject of voluntary or involuntary bankruptcy, reorganization, receivership, or insolvency proceedings that are not dismissed within sixty (60) days after commencement thereof.

**1.3. Territory.** Licensee is granted the right to use the Investment Package throughout the United States and may only sell to citizens of the United States of America.

**1.4. Documents Incorporated by Reference.** The following documents are hereby incorporated by reference into and form a part of this Agreement:

1.4.1. Exhibit A to this Investment Sponsor License Agreement regarding Intellectual Property;

1.4.2. Exclusive Supply Agreement with Seller, provided via folder access; and

1.4.3. Attorney Banking Agreement, provided via folder access.

## **2. Compensation and Payment Terms.**

### **2.1. Licensor or Related Party Fees.**

**2.1.1. License Fee.** In exchange for the license granted hereunder, Licensee agrees to remit to Licensor from law firm Interest on Lawyers' Trust Account an intellectual property license fee of not less than thirty-two-point twenty-five percent (32.25%) annually (the "License Fee"). The License Fee shall be due and payable no later than the initial engagement by Licensor of the qualified appraiser following a donation and may be paid as early as the acceptance of the product by the charity. Should the investors in the Investment Package vote for a non-charitable outcome for the products held within one or more entities, the License Fee may be reduced at the sole discretion of the Licensor to assist in the go-to-market strategy for each individual entity so voting.

**2.1.2. Escrow Fee.** Licensee agrees to the terms of the Law Firm Agreement provided and hereby incorporates the terms and payment arrangement as if part of this Agreement.

**2.1.3. Legal, Accounting, and Budgeted Operating Expenses.** Licensor pays all of the legal and accounting fees associated with Investment Package—exclusive of any legal or accounting the Sponsor chooses to engage for its own purposes. Licensor shall receive eleven (11%) percent of the fee allocated for Legal, Accounting, and Budgeted Operating Expenses. This fee for the legal and accounting expenses is incurred in the following tax year as part of the end of year compliance, tax return preparation, and review and revisions of the transaction that take place prior to a new year's transaction. Therefore, fees will be paid to Licensor before January 15<sup>th</sup>.

**2.1.4. Working Capital.** Licensor shall receive any unused amounts designated as Working Capital under the terms of the PPM which shall be paid to Licensor upon initial engagement by Licensor of the Qualified Appraiser in the calendar year following a donation and may be paid as early as the acceptance of the product by the charity, whichever is earlier.

**2.1.5. Management Fees.** Management Fees of one and one-half (1.5%) percent are paid to the Manager of the Transaction, BioMed Management Alpha,

L.L.C., at each Special Purpose Vehicle (“SPV”) closing. Such SPV closing defined as a \$2 Million capital raise completed and purchase agreement sent to seller.

**2.2. Licensee Fees.** Licensee shall receive the following fees from the law firm Interest on Lawyers’ Trust Account (“IOLTA”) per the engagement, percentages based on gross capital raised in accordance with the Private Placement Memorandum (“PPM”):

**2.2.1. Audit Defense.** At each SPV closing, Sponsor shall provide Licenser with instructions for a separate investment or other account (meeting the requirements below) opened in the name of the Sponsor, to receive from the IOLTA, Fifty Thousand Dollars (\$50,000) or two and one-half percent (2.5%) of the total amount raised (per entity and in total). While Sponsor is the owner of these funds, Sponsor agrees to place these funds in a low-risk, interest bearing account of their choosing which can be made at least 25% liquid with thirty (30) days’ notice and 100% liquid with reasonable notice (e.g., money market, Exchange-Traded Fund (“ETF”), short-term Certificate of Deposit (“CD”) or bond funds). Funds for Audit Defense shall be released to Sponsor’s investment account upon the earlier of the initial engagement by Licenser of the Qualified Appraiser or by January 15<sup>th</sup> of the calendar year following a donation.

2.2.1.1. This Audit Defense fund shall be held separate and apart from any business or personal account of the Sponsor, its owners, employees, heirs and assigns, and is only to be used for tax audit defense and Tax Court or other litigation defense and legal expenses and costs of the Investment Package licensed under this Agreement and by Sponsor.

2.2.1.2. These funds become the sole property of Sponsor on an annual release basis on the fifth (5<sup>th</sup>) anniversary from the December 31 of a transaction closing (by example, the estimated two million (\$2,000,000) dollars of audit defense funds set aside from the 2024 Transaction will become the property of Licensee on December 31, 2029). Sponsor may determine whether to release these funds or continue to maintain those annual funds.

2.2.1.3. Each successive year Audit Defense fund may be added to the same or similar accounts; investment strategy may be determined by the Sponsor and adjusted based on the amounts in the account. Sponsor must prioritize the liquidity schedule described above.

2.2.1.4. Sponsor shall have the option and the right, but not the obligation, to engage Lessor's third-party tax controversy counsel with respect to any individual or partnership audit notices.

2.2.1.4.1. For individuals, the Audit Defense fund should pay for defense of only the portion of the audit related to the Investment Package transaction. Individuals will engage directly with the Lessor's designated law firm; Sponsor will pay the legal fees and expenses for the representation directly to the designated law firm.

2.2.1.4.2. For partnerships, the Audit Defense fund should be utilized to pay the retainer and on-going legal bills and expenses for defense.

**2.2.2. Legal, Accounting, and Budgeted Operating Expenses.** Licensee shall receive a five percent (5%) fee allocated from the Legal, Accounting, and Budgeted Operating Expenses. This fee for the planned operating expenses of Sponsor shall be paid to Sponsor, at the sole discretion of Sponsor, either at the conclusion of each individual SPV closing or with the remainder of fees paid to Sponsor.

**2.3. Payment of Fees.** Fees will be paid by wire (or in the case of alternate payment processor like VeriVend, via that payment network). Sponsor will provide the law firm of Cantley Dietrich, L.L.C. with wiring instructions in connection with execution of the law firm Engagement Agreement.

**2.4. Access to Records.** Sponsor acknowledges it has been provided access to view the IOLTA assigned to Sponsor, folder access to all documentation, completed transaction documentation (as sales occur), and has all information necessary to perform its own diligence on the gross capital raised, completed documentation, and entity purchases.

**2.4.1. Reconciling Fees.** Lessor shall provide a payment reconciliation to Sponsor not later than January 30<sup>th</sup> of each year. Such reconciliation to reflect total capital raised by Sponsor and fees paid by Lessor. Sponsor shall have thirty (30) days to submit documentation of any potential discrepancy to Lessor and Lessor has thirty (30) days to respond. The Parties agree to mutually resolve any discrepancy as rapidly as possible.

**3. Representations and Warranties.**

**3.1. Mutual Representations and Warranties.** Each of the parties hereby represent and warrant to the other that:

- 3.1.1. it has full power and authority required to enter, execute, and deliver this Agreement, to conduct its obligations hereunder, and to perform the transactions contemplated hereby; and
- 3.1.2. this Agreement has been duly executed and delivered by, is the valid and binding obligation of and is enforceable against, such party in accordance with its terms; and
- 3.1.3. the execution and delivery of and performance under this Agreement by such party does not, and will not, conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any Law to which it is bound or subject; and
- 3.1.4. it has the unrestricted right to disclose any information it submits to the other party, free of all claims of third parties, and that such disclosures do not breach or conflict with any confidentiality provisions of any agreement to which it is a party.
- 3.1.5. Sponsor specifically agrees that it will indemnify and defend Licensor from all liability or action, whatsoever, including reasonable attorney's fees spent by Licensor to defend any action filed by any of Sponsor's shareholders, investors, or partners against Licensor because of any representations or promises made by Sponsor to such shareholders, investors or partners related to Licensor or the Investment Package.

**3.2. Licensee Representations.** Licensee hereby represents and warrants that:

- 3.2.1. It has the necessary expertise and resources to market and sell the Investment Package; and
- 3.2.2. It will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.
- 3.2.3. Marketing and Sales. Licensee agrees to be solely responsible for all marketing and sales activities related to the licensed Investment Package. Licensee will use commercially reasonable efforts to promote and sell the investment opportunities.

3.2.4. Internal Support. Licensee shall provide internal support for the Investment Package, including communication with prospective investors, administrative functions, and post-sale support as necessary.

**3.3. Licensor Representations.** Licensor hereby represents and warrants that:

3.3.1. The Investment Package does not infringe on any third-party intellectual property rights.

3.3.2. Provision of Investment Package. Licensor agrees to provide Licensee with a complete turn-key investment package, including:

3.3.2.1. Legal Research and Tax Strategy: Licensor will provide necessary legal and tax-related information and strategies associated with the investment. This specifically excludes the Licensor's legal opinion. Licensor agrees to assist Sponsor's designated counsel in counsel's research and analysis.

3.3.2.2. Vetted Seller and Product: Licensor will ensure that the company or Seller and the product for purchase have been properly vetted and are suitable for investment.

3.3.2.3. Approved Investment Materials: Licensor will provide all sales and marketing materials necessary for Licensee to market and sell the investment package, specifically, the Private Placement Memorandum ("PPM").

3.3.2.4. Negotiations with Charitable Recipient to consummate the donation should Members vote for donation.

3.3.2.5. Appraisal: engagement of Qualified Appraiser to provide a Qualified Appraisal as defined in the Internal Revenue Code.

3.3.2.6. Tax Preparation: engagement, drafts, research, and filing approvals for all partnerships (raise and purchased) with internal and external tax preparation support.

3.3.3. External Support. Licensor agrees to provide reasonable ongoing support to Licensee, including updates on the Investment Package as necessary and timely responses to Licensee's inquiries.

4. Confidentiality.

4.1. Press Release. Neither Party will issue a press release or other public announcement concerning this Agreement, the transactions contemplated herein or the relationship between the parties without the prior written approval of an authorized representative of the other Party.

4.2. Sponsor's Disclosure of Information. Sponsor's disclosure of any information to prospective investors, accounting firms, law firms, advisors, registered investment advisorss, or other parties ("Third Parties") will be with the understanding that the information disclosed is confidential. Sponsor agrees that it will not disclose to Third Parties any confidential or proprietary information belonging to any third party without the written consent of such party and that it will not represent as being unrestricted any designs, plans, models, samples or other writings or products that Sponsor knows or has reason to know are covered by valid patent, copyright, trade secret or other form of intellectual property protection.

4.3. Licensor Property. All tangible and intangible property provided to Sponsor in connection with this Agreement, including, without limitation, intellectual property including legal opinions, vendor information, financial projections and models and other Licensor Confidential Information, and all reports, communications, or analyses produced in connection with this Agreement (collectively, "Licensor Property"), will be and remain the exclusive property of Licensor unless otherwise agreed to in writing. Sponsor will keep and maintain in its custody and subject to its control any Licensor Property that it receives or develops during the term of this Agreement and will return or surrender to Licensor all Licensor Property within fifteen (15) days after termination or expiration of this Agreement or otherwise upon request by Licensor.

4.3.1. Protection of Licensor's Intangible Property. Licensor and its Affiliated Entities have the sole and exclusive right to use all trademarks, service marks, trade names, patents, copyrights, and trade secrets owned by, registered in the name of, licensed to or used in the business of Licensor or any of its Affiliated Entities (collectively, the "Intangible Property"). Sponsor does not now have, and will not gain, any right, title, or interest in the Intangible Property, other than the limited right to use and incorporate certain Intangible Property, as directed by Licensor, solely in connection with the activity of selling the transaction to prospective investors. Any use by Sponsor of Intangible Property will be solely in accordance with this Agreement. Sponsor will not:

- 4.3.1.1. manufacture, assemble, package and/or sell, for any party other than Licensor or its Affiliated Entities, any products which use or bear any Intangible Property; or
- 4.3.1.2. display or distribute any items bearing any Intangible Property unless and until Licensor has provided its express written consent. Sponsor will cooperate with Licensor to protect Licensor's and its Affiliated Entities' rights to the Intangible Property. Sponsor will not, and it will not permit any of its Affiliated Entities to, take any action or fail to take any action that would in any way infringe upon or compromise Licensor's or any of its Affiliated Entities' rights in the Intangible Property.

## **5. Indemnification.**

**5.1. Indemnification by Sponsor.** Sponsor will indemnify, defend, and hold harmless Licensor, Licensor's Affiliates and such entities' respective officers, directors, agents, consultants, insurers, employees, shareholders, and customers, from and against all liabilities, claims, suits, damages, losses, causes of action and expenses including, without limitation:

- 5.1.1. attorneys' fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action; and
- 5.1.2. all costs and administrative fees associated with any recall of any digital educational materials distributed or supplied by Sponsor (each such item a "Liability") relating to any product donated by Licensor whether such Liability is stated as a product liability claim, a strict liability claim or other similar claim, if such Liability relates to or arises from:
- 5.1.3. any alleged failure of any digital educational materials to conform to or comply with the requirements of the applicable Order and/or this Agreement;
- 5.1.4. breach by Sponsor of any of the representations or warranties in Section 3; or
- 5.1.5. any other material breach by Sponsor of any other provision of this Agreement.

**5.2. Indemnification by Lessor.** Lessor will indemnify, defend, and hold harmless Sponsor, Sponsor's Affiliates and such entities' respective officers, directors, agents, consultants, insurers, employees, shareholders, and customers, from and against all liabilities, claims, suits, damages, losses, causes of action and expenses including, without limitation:

5.2.1. attorneys' fees and other costs associated with the handling or defense of any such liabilities, claims, suits, damages, losses and causes of action; and

5.2.2. all costs and administrative fees associated with any:

5.2.2.1. negligence, misconduct, fraud, tax liability or violation of any Law by Lessor or any of its Affiliated Entities in connection with the donation of the product sold under this Agreement;

5.2.2.2. breach by Lessor of any of the representations or warranties in Section 3; or

5.2.3. any other material breach by Lessor of any other provision of this Agreement.

**5.3. Conditions of Indemnity.** The Sponsor's obligations to the Lessor pursuant to Section 5 are conditioned upon the Lessor seeking indemnification by:

5.3.1. providing written notice to the Sponsor of any Liabilities promptly, but not later than thirty (30) days after Sponsor learns of such Liability;

5.3.2. permitting the Sponsor to assume full responsibility for the investigation of, preparation for, and legal defense of, any Liability for which indemnification is being sought;

5.3.3. assisting the Sponsor, at the Sponsor's reasonable expense, in the investigation of, preparation for, and defense of, any such Liability; and

5.3.4. not compromising or settling any such Liability without the Sponsor's prior written consent.

**6. Force Majeure.** Neither party will be in default in the performance of its obligations under this Agreement if such performance is prevented or delayed because of war or similar unrest, labor dispute or strike, transportation difficulties, unavailability of necessary raw materials, epidemic, fire, natural disaster, any Law of any governmental

or other authority, epidemic, pandemic, force majeure or other similar cause that is beyond the control of and that could not have reasonably been prevented by the party whose performance is affected; provided that, if such delay continues for ninety (90) days or more, then Lessor may upon written notice terminate this Agreement.

7. Miscellaneous.

7.1. Sponsor acknowledges that it is not, and shall not hold itself out as, a joint venturer, franchisee, partner, employee, servant, representative or agent of Lessor. It is expressly agreed that the parties hereto are acting hereunder as independent contractors, and under no circumstances shall any of the employees of one party be deemed the employees of any other party for any purpose. This Agreement shall not be construed as authority for any party to act for another party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of another party except to the extent and for the purposes expressly provided for herein.

7.2. Sponsor Change of Control. For this Agreement, "Change of Control" means:

7.2.1. the sale, lease, exchange, or other transfer, directly or indirectly, of all the assets of Sponsor (in one transaction or in a series of related transactions) to one or more persons or entities that are not Affiliated Entities of Sponsor;

7.2.2. the approval by the shareholders of Sponsor of any plan or proposal for its liquidation or dissolution;

7.2.3. a merger or consolidation to which Sponsor is a party if the shareholders of Sponsor immediately prior to the effective date of such merger or consolidation have beneficial ownership, immediately following the effective date of such merger or consolidation, of securities of the surviving corporation representing 50% or less of the combined voting power of the surviving corporation's then-outstanding securities ordinarily having the right to vote at elections of directors.

7.3. Entire Agreement; Amendments. The terms of this Agreement, together with those incorporated by reference, will constitute the entire agreement between the Parties as to each and all provision, production, and sales of in digital format, and the provisions of this Agreement will supersede all prior oral and written commitments, contracts and understandings relating to the subject matter of this Agreement. Notwithstanding anything to the contrary in this Agreement, any provisions of any agreements between the parties relating to indemnification,

confidentiality, non-competition, non-solicitation, nondisclosure, assignment of inventions, and other similar agreements, including, without limitation, the Confidentiality and Non-Disclosure Agreement between Sponsor described above are in addition to, and not superseded by, this Agreement to the extent that the provisions of such other agreements do not conflict with this Agreement; provided that, any information disclosed prior to the Effective Date will be governed by the applicable agreement(s) between the parties and any information disclosed on or after the Effective Date will be governed by this Agreement. Only a writing signed by both parties may amend this Agreement.

- 7.4. Notices. Any notice required to be given hereunder shall be deemed given if in compliance with Section 9 below.
- 7.5. Assignment; Subcontracting. Sponsor will not assign this Agreement, whether voluntarily or involuntarily, without the express written consent of the Licensor, whose consent shall not unreasonably be withheld. However, Sponsor may assign its right to an affiliated entity if that entity assumes all obligations.
- 7.6. Governing Law; Severability; Waiver; Remedies; Arbitration. The laws of the state of Texas without reference to its principles of conflicts of laws, will govern this Agreement and its interpretation and construction. If any provision of this Agreement is determined to be unenforceable or prohibited by applicable law, such provision will be ineffective only to the extent of such unenforceability or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision of this Agreement. Termination of this Agreement, or the exercise of any remedy herein, will not be deemed to be an exclusive remedy, and will be in addition to any other remedies available at law or in equity. Any dispute or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof, other than an injunction to prohibit an alleged breach of Confidentiality, which is not settled by agreement between the parties will be settled by binding arbitration in Dallas County, Texas in accordance with the rules of the American Arbitration Association then in effect, and judgment upon any award rendered in such arbitration may be entered in any court having competent jurisdiction.
8. Compliance with Laws. During the term of this Agreement, each of the parties will comply with all Laws in any way relating to this Agreement or the performance of such party's obligations hereunder.

9. Notices. Notification required or permitted hereby will be deemed given only upon:

9.1. transmission by email, transmission confirmed by email return receipt; or sent via a nationally recognized, delivery service that guarantees overnight delivery, in each case addressed to the party to be given notification at the address or email address given below or such change of address or email address as may be hereafter supplied in writing:

To Licensor: Mr. Geoffrey C. Dietrich, Esq.

Solidaris Capital, LLC  
5810 Long Prairie Road  
Suite 700 #330  
Flower Mound, TX 75028  
(214) 687-8437

To Sponsor: Mr. Mark Bianchi

Carita Investments, L.L.C.  
222 Second Ave. South  
17<sup>th</sup> Floor  
Nashville, TN 37201  
(818) 900-1301

**WITNESS** our signatures as of the day and date first above stated.

**SOLIDARIS CAPITAL, L.L.C.**



Geoffrey C. Dietrich, Esq.  
Founder & CEO

**CARITA INVESTMENTS, L.L.C.**



Mark Bianchi  
Its: Manager

## **Exhibit A – Intellectual Property Value**

**The Intellectual Property Valuation.** As a specific term of this Agreement is the license of the intellectual property and its value to the Investment Package. Collectively, all the information, know-how, relationships, goodwill, trade secret, negotiation tactics, methodology and strategy and structure of the transaction are the intellectual property (“IP”). The licensing fee to Lessor is based on the value of the IP to the Sponsor and, in support of such value, we provide the following:

- 1.1. Lessor holds global exclusive rights to all the intellectual property both originally created by Professor Beckett Cantley, J.D., LL.M. (Tax) and Geoffrey C. Dietrich, J.D., LL.M. (Tax) as well as such intellectual property as further enhanced and developed by Mr. Dietrich.
  - 1.1.1. Each transaction begins with thorough research through the Internal Revenue Code, applicable Treasury Regulations, and relevant case law.
  - 1.1.2. Lessor has developed a process to identify opportunities for their philanthropic benefit, market, and technological potential. Once identified, a potential candidate becomes the subject of legal and financial due diligence. The due diligence exercise may reveal a variety of disqualifying factors, including pending or threatened litigation, regulatory examinations, failing to comply with federal or state laws, failing to perfect title to intellectual property, or infringement to name only a few. The investigation continues through an indefinite number of iterations until a set of curated candidates emerges, typically two (2%) percent of all entities identified and investigated as potential candidates
- 1.2. This select group of two (2%) percent of all entities identified and investigated is then subject to further analysis and additional investigation.
  - 1.2.1. An ideal transaction candidate creates a product and service whose value is the result of intellectual property that creates barriers to entry, high markups, and price stability.
  - 1.2.2. Many entities are ruled out during this phase of the process, as the Lessor focuses its efforts on finding a candidate with a product or service offering that offers value for specific investment outcomes, which may include being held for a speculative increase in price; sold immediately; or donated for a charitable outcome.

- 1.2.3. Some business models, companies or products and services are incompatible with these three potential outcomes. Certain products spoil or expire too quickly, which prevents holding them speculatively.
- 1.3. Company engages in negotiations related to the exchange of marketing value for discount pricing of entities holding seller's product to be purchased at below market cost.
  - 1.3.1. Some entities are interested in using a charitable donation as a device for creating corporate goodwill, entering new markets, and promoting a positive image and market position with new and existing customers.
  - 1.3.2. Other sellers utilize the negotiation to raise non-dilutive capital while furthering their marketing interests to reach new product users.
  - 1.3.3. Company negotiates and executes an Exclusive Supply (or other similarly named) Agreement ("ESA") with the candidate for prepacked bundles, which are subject to be held, sold or donated.
- 1.4. While Sponsor raises capital, Licensor will have already or may begin to reach out to new and existing charities to identify suitable charities willing to accept a donation.
  - 1.4.1. One key requirement for the charity is that it is or can be treated as a Public Charity (50% limit) organization. An additional requirement is that the identified charity act more than "talk" about the specific need they address. Finally, the identified charity should have, as part of its charitable mission, addressing the need the product solves.
  - 1.4.2. Contrary to popular belief, charities do not always accept donations. Often, there is an annual cutoff date for accepting a charitable donation of December 1<sup>st</sup> or 15<sup>th</sup>. Therefore, negotiations with charities take place many months in advance. If a particular charity is unwilling or unable to accept a donation, new charities must be identified and contacted.

## **EXHIBIT 4**

## Lawless, Laura

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**From:** Mark Bianchi <mbianchi@caritainvestments.com>  
**Sent:** Tuesday, October 8, 2024 4:11 PM  
**To:** Geoff Dietrich  
**Cc:** rikin@kcpatel.com  
**Subject:** Re: Ready for Approval - Pending

Geoff,

I agree with the statements below

Sincerely,

Mark

---

**From:** Geoff Dietrich <g.dietrich@solidariscapital.com>  
**Date:** Tuesday, October 8, 2024 at 3:53 PM  
**To:** Mark Bianchi <mbianchi@caritainvestments.com>  
**Cc:** rikin@kcpatel.com <rikin@kcpatel.com>  
**Subject:** Ready for Approval - Pending

Mark,

I have received confirmation from Patrick that Tech2Head Recovery is ready to start sending sub docs and collection investment funds, pending approval from me.

I am expecting a new (updated) license agreement on Friday, revisions, and sending over for execution by you shortly after. I am also aware of Fabian's timing and, really everyone's, interest in executing on this transaction.

To that end, I'll need you to respond to this email with "I agree with the statements below". I will, therefore, summarize a few things here and—with your agreement to the terms generally laid out here—we'll move forward and execute the license agreement while the raise is on-going.

During 2022-June 30 2024, you were employed at Cirrus Investments LLC ("Cirrus") as its Chief Operating Officer. Your employment contract contained a provision on Confidentiality and that any relationships, vendors, IP, or other that you created while employed here were not yours and were the property of the Company.

While employed at Cirrus, you invested in Head Genetics, Inc., through a series of SAFE Notes which had the effect of granting you a 20-25% ownership interest in Head Genetics, Inc. ("HGI") which you did not disclose while simultaneously introducing me to HGI as a potential product. You also pressed that you wanted to use this product for the intended transaction to be licensed from Solidaris Capital LLC to your to-be-formed sponsor, Carita Investments LLC ("Carita").

While employed at Cirrus, when informed the transaction and product as you presented it was not feasible, and while Solidaris Capital had taken over the IP and begun to work toward a solution to make it feasible, you took information about the recommended changes to the transaction and went to a competing broker dealer and law firm, Exemplar Capital and Centarus Legal, for the purposes of creating a separate transaction utilizing the recommended changes, the Solidaris Capital IP related to how products become the transactions, and the HGI

product/technology. Exemplar and Centarus made promises to you and HGI related to fees to be paid, raise to be conducted, and other agreements which directly conflicted with your duty as a fiduciary and executive of Cirrus.

While operating Carita, you attempted to segregate sales from Carita to Exemplar for the purpose of circumventing securities law and enriching yourself. Such segregation of sales would result in fewer sales occurring at Carita through the appropriate channels and would directly create competition and, likely, liability for Carita, Solidaris, and Cirrus.

Solidaris has expressed its intent to terminate the Carita licensing agreement which would reduce your ability to market any product as you are not securities licensed.

You have expressed regret for your actions and desire the license agreement not be terminated.

As we have discussed outcomes, I am willing to enter into a new licensing agreement with you with substantial non-compete and confidentiality provisions. These are the terms generally:

- You will receive as compensation only the 5% sponsor fee as discussed.
  - Sponsor fee will be paid quarterly beginning no earlier than February 15, 2025 and is subject to your compliance with all the terms of the Non-competition and license agreement. Any non-compliance forfeits the balance of Carita's sponsor fee and will result in termination of the license agreement.
- As variable compensation, there may be, due to direct business submitted to Emerson and from unpaid selling compensation, funds remaining. Which funds, per the PPM are retained by the Sponsor.
  - Payment of any balance remaining from the unpaid selling compensation will be paid NLT February 15, 2025, but may be sooner. Any non-compliance with the non-compete forfeits any unpaid balance of fees and will result in termination of the license agreement.
- There will be no additional profit sharing and all referral sources for Carita will be either: 1) uncompensated for their referral; or 2) compensated through the Managing Broker Dealer in accordance with their status as a registered representative or in accordance with a registered investment advisor client/investor agreement previously by them discussed with Emerson.
- You will make no contact with, answer no calls from, respond to email/text/digital communications of any kind/hand written letter/smoke signal or any other conceivable means of communication with Christopher Marston, Exemplar Capital, the "Exemplar Companies", or any other entity. You will further abide the terms of the non-compete.
- You will not engage in any capital raise other than for Carita or promise, guarantee, or obtain promise of equity for a future transaction. You recognize and agree you are not authorized by me to attempt to vet, engage, or otherwise discuss options to be part of this transaction with any other company. Specifically, you are not authorized to promise or suggest to the Five Senses company that they could be used for a transaction.
- Salaries for Carita employees may be requested in advance of the balance of payment of the "unpaid selling compensation" being paid. All business expenses of Carita, including salaries, rents, subscriptions, etc. are borne solely by Carita from its two sources: the sponsor fee and balance of un-paid selling compensation.

Please confirm your understanding and acceptance of the foregoing and we can start.

Thank you,

Geoffrey C. Dietrich, Esq., JD LL.M  
**Solidaris Capital LLC**

Founder & CEO  
M: 214.687.8437



## **EXHIBIT 5**

**Subject:** FW: A message from the CEO of Head Genetics  
**Attachments:** FM Investor Letter.pdf

----- Forwarded message -----

From: **Mark Bianchi** <[mbianchi@caritainvestments.com](mailto:mbianchi@caritainvestments.com)>  
Date: Tue, Nov 19, 2024, 8:49 PM

Subject: A message from the CEO of Head Genetics  
To: Mark Bianchi <[mbianchi@caritainvestments.com](mailto:mbianchi@caritainvestments.com)>

**Important Clarification Regarding Recent Communication**

Dear Valued Clients,

I was recently made aware of an email you may have received that is inaccurate and misstates key facts. Please see the attached letter from the CEO of Head Genetics for clarity on the situation.

I am dedicated to continuing to work with you and provide the level of service you have come to expect.

Thank you for your continued trust.

Sincerely,

Mark



## EXTERNAL MEMO

### Re: Exciting Updates and Opportunities

Dear Valued Investors,

I hope this message finds you well. I wanted to take this opportunity to provide clarity about the caliber of the new and independent offering.

Recently, **Head Genetics, Inc. ("HG")**, the owner, manufacturer, and personal IP holder of the groundbreaking *Concussion Recover Protocol Kits* ("CRP Kits") made the strategic decision to cordially conclude its licensing agreement with Solidaris Capital LLC. This decision was reached collaboratively and with mutual understanding.

By concluding this licensing agreement, HG now has the independence to bring this new offering in-house, allowing HG to materially streamline the offering structure to provide you, our Valued Investors, more secured positions to rely on and receive the benefits of choosing to donate your CRP Kits to HG's qualified, nationally recognized 501(c)(3) partnering organizations.

The new offering also directly brings into HG the vast majority of the offering's revenue helping HG to continue delivering its first-in-class, science-driven solutions. HG is excited to independently drive this offering initiative forward in complete alignment with HG's aspirational goals and long-term vision.

On a personal level, I want to affirm that any suggestion of impropriety relating to the conclusion of any licensing deal involving HG is wholly inaccurate, roundly rejected, and in opposition to the professional and mutually respectful nature in which HG cleared title to its innovative CRP Kits. Transparency, integrity, and a commitment to excellence remain central to HG's operations and values.

If you have any questions or would like further details about the new HG offerings, please don't hesitate to reach out to our team or personally to me.

Warm regards,

*Fabian MacLaren*  
/s/

**FABIAN MACLAREN,**  
**CEO, HEAD GENETICS, INC.**

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