MEMORANDUM OF UNDERSTANDING

between

OSCAR (Open Source tools for Climate Adaptation & Resilience)

and

Stichting OSCAR

This Memorandum of Understanding (this "***MOU***") is entered into as of September 28, 2026, between OSCAR (as defined below) and Stichting OSCAR (as defined below).

BACKGROUND

A. Open Source tools for Climate Adaptation & Resilience (OSCAR) ("***OSCAR***"), EIN 42-3495268, is a U.S. nonprofit corporation organized under the North Carolina Nonprofit Corporation Act that has applied for recognition of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

B. Stichting OSCAR Open Source tools for Climate Adaptation & Resilience (OSCAR) ("***Stichting OSCAR***") is a Dutch foundation (*stichting*) organized under the laws of the Netherlands (Book 2, Dutch Civil Code), with its registered seat in Rotterdam, the Netherlands. Stichting OSCAR has applied for Dutch public benefit organization (*Algemeen Nut Beogende Instelling* or *ANBI*) status with the Dutch Tax Authorities (*Belastingdienst*). Its mission is substantially similar to OSCAR's.

C. OSCAR and Stichting OSCAR (each a "***Party***" and together the "***Parties***") share a common charitable mission but are legally separate and independent entities. Their mission is to help under-resourced governments around the world protect their people, infrastructure, other real assets, and nature from climate- and extreme weather-related disasters by developing, maintaining, and providing a free, non-profit, open-source platform of high-quality software tools for risk analysis, planning, and financing of climate adaptation, resilience, and transition. This MOU documents the relationship between the Parties and the terms under which they will coordinate their activities and any transfer of funds between them.

1. Identification of the Parties

1.1 OSCAR is a U.S. nonprofit corporation organized under the North Carolina Nonprofit Corporation Act, with EIN 42-3495268. It has applied for recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. OSCAR's purpose is to develop and provide free, open-source AI-assisted tools for climate adaptation and resilience to under-resourced governments and supporting organizations worldwide.

1.2 Stichting OSCAR is a Dutch charitable foundation (*stichting*) incorporated by way of the execution of Dutch notarial deed (in accordance with Book 2 of the Dutch Civil Code), with its registered seat in the municipality of Rotterdam, the Netherlands. It pursues substantially the same charitable mission as OSCAR, with a particular focus on European and international activities.

1.3 The Parties are separate legal entities with independent governance. Neither entity is under the ownership or control of the other.

2. Relationship Between the Parties

2.1 The Parties share a common charitable mission.

2.2 Each entity is independently organized and governed by its own board of directors. Each board exercises independent judgment and fiduciary duties under its own governing law.

2.3 Neither entity is an agent, subsidiary, partner, joint venture, or legal representative of the other. Neither has the authority to bind or create obligations on behalf of the other.

2.4 The Parties intend that some board members and officers may serve both organizations, to ensure consistent strategy and facilitate coordination between the organizations; however,

each individual owes fiduciary duties to the entity on whose board he or she serves and must exercise independent judgment in that capacity. Each individual who serves on the boards of both organizations must disclose such dual service and recuse themselves from voting on any matter in which the interests of one entity may conflict with the interests of the other.

2.5 The Parties coordinate their activities to advance their shared mission as described in Section 3.

3. Shared Mission and Coordination of Activities

3.1 Both Parties are dedicated to developing and providing free, open-source tools for climate adaptation, resilience, and transition to under-resourced governments and supporting organizations worldwide.

3.2 The Parties intend that Stichting OSCAR will be the primary operating entity in support of the shared mission, and that OSCAR will function primarily to enable fundraising to support the shared mission.

3.3 The Parties intend that all grants to support the mission will be made to Stichting OSCAR, and that any contracts for performance of mission-related activities be made between the contracting government agency or other contracting entity and Stichting OSCAR.

3.4 The Parties intend for all work related to developing, maintaining, and providing OSCAR software, as well as all the functions of general management, product and project management, branding and marketing, finance including management of grants and contracts, legal and compliance, human resources, and operations in support of the mission take place through Stichting OSCAR.

3.5 The Parties intend that the purpose and function of OSCAR will be limited primarily to enabling Stichting OSCAR to qualify for U.S. public projects on climate adaptation and resilience, and for grants that are are limited to U.S. organizations.

3.6 The Parties acknowledge that, notwithstanding their intent that all grants and contracts in support of the mission be directed to Stichting OSCAR, instances may arise in which a donor is unwilling to make a contribution to Stichting OSCAR but is willing to support the mission with a contribution to OSCAR, or in which a U.S. government agency requires that funding be provided to a U.S. organization. In such cases, OSCAR may accept such revenue.

3.7 If OSCAR receives funds under Section 3.6, OSCAR will transfer such funds to Stichting OSCAR, to be used in strict accordance with the purposes and conditions set forth by the funder(s), subject to the oversight and reporting requirements of Section 4. If, however, one or more funders require that work supported by their funding be undertaken and managed by OSCAR, Stichting OSCAR may second staff and consultants to OSCAR to support these activities, in accordance with Section 5.6.

3.8 The Parties acknowledge that, if OSCAR accepts revenue under the circumstances described in Section 3.6, OSCAR's gross receipts in fiscal years 2026-2028 may exceed $50,000.

3.9 The public can distinguish between the two entities by their separate legal names and communications. Each Party will clearly identify itself in all public-facing materials, including a website and social media accounts shared by the entities, and will not represent that it is the other Party or that the two entities are a single organization. Notwithstanding the foregoing, in public communications including the website and the Parties may collectively describe OSCAR as being based in the United States and the Netherlands, provided that each Party maintains its own separate legal identity for all legal, regulatory, and tax purposes.

4. Transfers of Funds

4.1 **Transfers from OSCAR to Stichting OSCAR.** Consistent with Revenue Ruling 68-489 and applicable IRS guidance, OSCAR will retain full discretion and control over the use of any funds it transfers to Stichting OSCAR. Any such transfer will be subject to the following conditions:

(a) Each transfer will be limited to a specific project or activity that furthers OSCAR's exempt purposes under Section 501(c)(3). Before making any transfer, OSCAR's Board of Directors will approve the specific project or activity to be funded, the amount, and the expected timeline.

(b) Stichting OSCAR will use any funds received from OSCAR solely for the approved purpose and will not redirect such funds to any other purpose without OSCAR's prior written approval.

(c) Stichting OSCAR will provide OSCAR with periodic written reports (at least annually, and upon request) on the use of transferred funds, including: (i) a description of the activities carried out; (ii) an accounting of how the funds were spent, and (iii) confirmation that the funds were used exclusively for the approved charitable purpose.

(d) Stichting OSCAR will maintain books, records, and documentation related to any funds received from OSCAR and will make them available for inspection by OSCAR or its representatives upon reasonable request.

(e) Any portion of transferred funds not used for the approved purpose will be returned to OSCAR.

(f) OSCAR will maintain records documenting that all transferred funds were used for Section 501(c)(3) purposes. Such records will include, at a minimum, copies of all transfer authorizations, correspondence with Stichting OSCAR regarding the use of funds, receipts, financial statements, and any reports received under Section 4.1(c), and will make them available for inspection by the U.S. Internal Revenue Service upon request.

4.2 **Transfers from Stichting OSCAR to OSCAR.** Any transfer of funds from Stichting OSCAR to OSCAR will be limited to furthering Stichting OSCAR's charitable purposes, will comply with Dutch law and applicable ANBI requirements (including the 90% public-benefit requirement and restrictions on asset distribution) will be used for specific projects which are subject to a clear process of monitoring and evaluation, and will be subject to approval by Stichting OSCAR's board. Stichting OSCAR will maintain records of all such transfers and will make them available for inspection by the Dutch Tax Authorities (*Belastingdienst*) upon request.

5. Governance, Oversight, and Compliance

5.1 Each Party will maintain its own independent board of directors with at least three (3) members.

5.2 Each Party will comply with all applicable laws and regulations of its jurisdiction. OSCAR will comply with U.S. federal tax law, including Section 501(c)(3) and applicable IRS guidance on international activities. Stichting OSCAR will comply with Dutch law, including ANBI requirements (at least 90% public-benefit activities, no private control over assets, publication obligations, and dissolution surplus directed to an ANBI with a similar purpose).

5.3 Stichting OSCAR will comply with reporting requirements associated with its bank accounts in the Netherlands, including those related to the General Banking Terms and Conditions 2017 (*Algemene Bankvoorwaarden*) and the Dutch Charity Regulator (*Centraal Bureau Fondsenwerving*). OSCAR will comply with any such similar requirements associated with its bank accounts in the U.S. Each Party agrees to provide to the other Party any information required for compliance with these requirements.

5.4 Before making any transfer of funds, each Party will check the OFAC Specially Designated Nationals and Blocked Persons List (SDN List) and applicable sanctions lists to confirm that the recipient and any relevant individuals are not listed. Stichting OSCAR will also check applicable EU and Dutch sanctions lists maintained under the Sanctiewet 1977, including lists implemented pursuant to EU Council Regulations, and will confirm that the recipient and any relevant individuals or entities are not subject to sanctions or asset-freezing measures under Dutch or EU law.

5.5 Each Party will maintain and follow a conflict-of-interest policy.

5.6 Each Party is solely responsible for its own tax filings, obligations, and liabilities.

5.7 Either Party may second staff or consultants to the other Party to support activities that further the shared mission. Any such secondment will be documented in a written agreement between the Parties that specifies: (a) the scope and duration of the secondment, (b) the responsibilities of the seconded personnel, (c) which Party will be responsible for compensation, benefits, and applicable employment taxes, (d) that the seconding Party remains the employer of record unless otherwise agreed, and (e) that the receiving Party will supervise the day-to-day activities of the seconded personnel. All secondment arrangements will comply with applicable U.S. and Dutch employment, tax, and immigration laws.

6. Intellectual Property

6.1 Open-source software developed under this collaboration will be released under applicable open-source licenses (e.g., Apache 2.0 or similar). Each Party may use the shared "OSCAR" name and branding in connection with the shared mission, subject to any separate trademark or license agreements the Parties may enter into.

7. Term and Termination

7.1 This MOU is effective upon execution by both Parties and will continue in effect until terminated by either Party upon ninety (90) days' written notice to the other Party.

7.2 Upon termination, each Party retains its own assets and obligations. Any funds previously transferred by OSCAR to Stichting OSCAR that have not yet been expended for the approved purpose must be returned to OSCAR or redirected to activities that further Section 501(c)(3) purposes, as approved by OSCAR's Board of Directors.

8. General Provisions

8.1 **Independent Entities.** Nothing in this MOU creates a partnership, joint venture, agency, or employment relationship between the Parties.

8.2 **Amendment.** This MOU may be amended only by a written instrument signed by both Parties.

8.3 **Governing Law.** The rights and obligations of OSCAR under this MOU are governed by the laws of the State of North Carolina. Stichting OSCAR is governed by the laws of the Netherlands. The MOU itself is governed by the laws of the State of North Carolina.

8.4 **Notices.** All notices under this MOU will be in writing and delivered by mail, courier, or email to the addresses set forth on the signature page.

8.5 **Entire Agreement.** This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.

8.6 **Counterparts.** This MOU may be executed in counterparts, each of which will be deemed an original.

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IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

OSCAR

By: _____

Name: Truman Thomas Semans

Title: Chief Executive Officer

Date: 28 September, 2026

Address: 1514 Hermitage Court, Durham, NC 27707, USA

Email: ttsemansjr@gmail.com

STICHTING OPEN SOURCE TOOLS FOR CLIMATE ADAPTATION & RESILIENCE (OSCAR)

By: _____

Name: Sophie Sabine Punte

Title: non-executive board member

Date: 28 September, 2026

Address: Boompjes 40, 3011XB Rotterdam, Netherlands

Email: puntesophie@gmail.com

By: _____

Name: Truman Thomas Semans Jr.

Title: executive-board member

Date: 25 September, 2026

Address: 1514 Hermitage Court, Durham, NC 27707, USA

Email:ttsemansjr@gmail.com