

# INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement (the “**Agreement**”) is entered into as of the effective date of engagement or first contribution (the “**Effective Date**”),

## **BETWEEN:**

**Credium Group Inc.**, a corporation incorporated under the laws of Canada, having its principal place of business at **9131 Keele St, Suite A4, Vaughan, Ontario, Canada L4K 0G7** (the “**Company**”);

## **AND**

The individual or legal entity providing or contributing services, content, deliverables, or intellectual property to the Company, including but not limited to a contractor, consultant, collaborator, service provider, or client (the “**Contributor**”).

The Company and the Contributor may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

## **RECITALS**

**WHEREAS**, the Company operates a digital education, marketing, consulting, and content-based business that relies upon proprietary platforms, systems, methodologies, educational materials, digital assets, branding elements, software, and confidential business processes, all of which constitute valuable intellectual property and trade assets of the Company;

**WHEREAS**, in the course of providing services, collaborating, or otherwise engaging with the Company, the Contributor may create, develop, author, modify, enhance, adapt, or otherwise contribute materials, content, software, designs, concepts, strategies, data, documentation, or other intellectual property, whether independently or jointly with others, and whether at the direction of the Company or otherwise;

**WHEREAS**, the Company requires clear, exclusive, perpetual, and legally enforceable ownership of all intellectual property created or contributed in connection with its business activities, in order to protect its commercial interests, ensure continuity of operations, and prevent future disputes regarding ownership, use, or exploitation of such intellectual property;

**NOW, THEREFORE**, in consideration of the mutual covenants, undertakings, 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. PURPOSE AND SCOPE**

This Agreement governs, defines, and allocates the **ownership, assignment, protection, control, and permissible use** of all intellectual property, work product, materials, deliverables, and related rights created, developed, authored, conceived, contributed, reduced to practice, or otherwise produced by the Contributor **in connection with or arising out of** the Company's services, platforms, content, operations, products, or business activities.

This Agreement applies **without limitation** to all Work Product created:

- during the term of engagement or relationship with the Company;
- whether created independently or collaboratively;
- whether created remotely, digitally, on-site, or otherwise;
- whether created using Company resources, third-party tools, or the Contributor's own equipment; and
- regardless of the form, medium, format, or stage of completion in which such Work Product exists.

The Parties expressly acknowledge that this Agreement is intended to provide the Company with **maximum legal certainty and protection** regarding ownership and control of intellectual property.

## **2. DEFINITIONS AND INTERPRETATION**

### **2.1 Intellectual Property**

**“Intellectual Property”** means all intellectual and proprietary rights recognized under applicable law anywhere in the world, whether existing now or arising in the future, whether registered or unregistered, including without limitation:

- all copyrights and related rights, moral rights, neighboring rights, and rights of authorship;
- trademarks, service marks, trade names, business names, domain names, logos, slogans, and branding elements;
- software of any kind, including source code, object code, scripts, APIs, databases, algorithms, automations, workflows, and system architectures;
- educational and informational materials, including courses, videos, PDFs, templates, recordings, manuals, documents, written content, and training resources;

- marketing and commercial materials, including campaigns, funnels, advertisements, creatives, analytics, performance data, and audience insights;
- business methods, systems, processes, methodologies, operational frameworks, concepts, strategies, and know-how;
- inventions, discoveries, improvements, enhancements, derivative works, adaptations, and modifications of any of the foregoing.

## **2.2 Work Product**

**“Work Product”** means **any and all Intellectual Property**, whether complete or incomplete, created, authored, developed, contributed, delivered, or reduced to practice by the Contributor, **in whole or in part**, directly or indirectly, in connection with the Company’s business or the Contributor’s engagement with the Company, whether alone or jointly with others.

Work Product includes, without limitation, drafts, prototypes, concepts, notes, revisions, enhancements, updates, and derivative works.

## **2.3 Separate Agreement**

**“Separate Agreement”** means a written agreement executed by both Parties that **expressly addresses intellectual property ownership** and **explicitly states** that it prevails over this Agreement in the event of a conflict.

# **3. OWNERSHIP OF WORK PRODUCT**

## **3.1 Work Made for Hire**

To the fullest extent permitted by applicable law, all Work Product shall be deemed a “**work made for hire**” for the benefit of the Company, and the Company shall be deemed the sole author, creator, and exclusive owner of such Work Product from the moment of creation.

The Contributor expressly acknowledges that all rights vest in the Company immediately upon creation, without the need for further action.

### **3.2 Assignment of Rights**

To the extent that any Work Product does not qualify as a work made for hire under applicable law, the Contributor hereby **irrevocably, absolutely, and perpetually assigns, transfers, and conveys** to the Company all right, title, and interest in and to such Work Product, worldwide, including all intellectual property rights and all rights to sue for past, present, or future infringement.

This assignment:

- is effective automatically upon creation of the Work Product;
- is granted without additional consideration beyond that already provided; and
- includes all renewals, extensions, adaptations, derivative works, and related rights.

### **3.3 Further Assurances**

The Contributor shall, upon reasonable request and at the Company’s expense, execute, deliver, and assist with any documents, instruments, or actions reasonably

necessary or desirable to confirm, perfect, register, record, or enforce the Company's ownership rights in the Work Product, including before courts, registries, or intellectual property offices worldwide.

#### **4. WAIVER OF MORAL RIGHTS**

To the **maximum extent permitted by applicable law**, the Contributor hereby **irrevocably, unconditionally, and perpetually waives** in favor of the Company, and agrees never to assert, any and all **moral rights**, authors' rights, attribution rights, integrity rights, or similar rights (however described) in and to the Work Product.

Without limitation, this waiver includes:

- the right to be identified as the author, creator, or contributor of the Work Product;
- the right to object to any modification, adaptation, translation, distortion, mutilation, or other change to the Work Product;
- the right to object to any use, reproduction, publication, distribution, commercialization, or exploitation of the Work Product by or on behalf of the Company.

The Contributor expressly acknowledges and agrees that the Company may use, modify, adapt, combine, exploit, or discontinue the Work Product **in any manner, for any purpose, and without attribution**, and that no approval, notice, or compensation shall be required in connection therewith.

Where a waiver of moral rights is not legally enforceable in a particular jurisdiction, the Contributor agrees to **irrevocably consent** to all acts or omissions

by the Company that would otherwise infringe such moral rights, to the fullest extent permitted by law.

## **5. PRE-EXISTING INTELLECTUAL PROPERTY**

### **5.1 Disclosure Obligation**

The Contributor represents and warrants that **any intellectual property owned, controlled, or licensed by the Contributor prior to the commencement of the engagement** or created independently outside the scope of the Company's business ("**Pre-Existing IP**") shall be **fully, accurately, and expressly disclosed in writing** to the Company **prior to** any use, incorporation, or delivery of such Pre-Existing IP in connection with the Work Product.

Such disclosure must identify:

- the nature of the Pre-Existing IP;
- the scope of ownership or rights held by the Contributor; and
- any third-party restrictions or licenses applicable thereto.

### **5.2 Presumption of Ownership**

**Failure to disclose Pre-Existing IP** in accordance with this Agreement shall give rise to a **rebuttable presumption** that any such materials form part of the Work Product and are **exclusively owned by the Company**, free of any third-party claims or restrictions.

### **5.3 License to Approved Pre-Existing IP**

To the extent the Company expressly approves, in writing, the incorporation of disclosed Pre-Existing IP into the Work Product, the Contributor hereby grants to the Company a **perpetual, irrevocable, royalty-free, fully paid-up, transferable, sublicensable, worldwide license** to use, reproduce, modify, adapt, distribute, publicly display, perform, commercialize, and otherwise exploit such Pre-Existing IP **solely as incorporated into or in connection with the Work Product**.

Such license shall survive termination of this Agreement and shall not be subject to revocation.

## **6. NO IMPLIED LICENSE OR RETAINED RIGHTS**

Except as **expressly and specifically authorized in a written agreement signed by the Company**, the Contributor retains **no rights whatsoever** in or to the Work Product, whether by implication, estoppel, course of dealing, or otherwise.

Without limitation:

- no implied license, residual right, reuse right, portfolio right, or attribution right is granted;
- the Contributor shall not reproduce, reuse, adapt, disclose, distribute, publish, commercialize, or otherwise exploit any Work Product, in whole or in part, for any purpose;
- the Contributor shall not display or reference the Work Product for marketing, promotional, portfolio, or demonstration purposes.

Any unauthorized use of the Work Product constitutes a **material breach** of this Agreement and may result in immediate injunctive relief, damages, and all other remedies available at law or in equity.



## 7. CONFIDENTIALITY AND NON-USE

All **Intellectual Property, Work Product, and related materials**, whether completed or in progress, tangible or intangible, shall be deemed **Confidential Information** of the Company.

Accordingly, such Intellectual Property and Work Product shall be subject to:

- the Company's **Non-Disclosure Agreement**, if executed; and/or
- any confidentiality obligations imposed by this Agreement or any Separate Agreement, whether incorporated by reference or implied by the nature of the relationship.

The Contributor shall:

- maintain all Intellectual Property and Work Product in **strict confidence**;
- use such materials **solely for the benefit of the Company and solely for authorized purposes**;
- refrain from disclosing, transmitting, or making available such materials to any third party without the Company's prior written consent.

These confidentiality and non-use obligations apply **during and after** the term of the engagement and shall **survive termination** of this Agreement or any related business relationship, without limitation in time, to the fullest extent permitted by law.

## 8. REMEDIES

The Contributor acknowledges and agrees that any **unauthorized use, disclosure, reproduction, infringement, misappropriation, or exploitation** of the

Intellectual Property or Work Product constitutes a **material breach** of this Agreement and may result in **irreparable harm** to the Company for which monetary damages alone may be inadequate.

Accordingly, the Company shall be entitled, **without prejudice to any other rights or remedies**, to seek and obtain:

- immediate **injunctive relief** (temporary, interlocutory, and permanent);
- **equitable relief**, including specific performance;
- **monetary damages**, including compensatory and consequential damages;
- an **accounting and disgorgement of profits** derived from unauthorized use;
- recovery of **costs, legal fees, and expenses** to the fullest extent permitted by law.

The Contributor expressly agrees that the Company shall **not be required to post any bond or security** as a condition to obtaining injunctive or equitable relief.

## **9. SEPARATE AGREEMENTS PREVAIL**

Where a **Separate Agreement** exists between the Parties that:

1. is executed in writing by both Parties; and
2. **expressly states** that it prevails over this Agreement with respect to intellectual property ownership,

such Separate Agreement shall govern **only to the extent of the specific and direct inconsistency**.

In all other respects, including but not limited to:

- ownership principles not expressly addressed;
- confidentiality obligations;
- moral rights waivers;
- remedies and enforcement provisions,

this Agreement shall remain **fully valid, binding, and enforceable**.

No Separate Agreement shall be deemed to override this Agreement by implication, silence, or course of dealing.

## **10. GOVERNING LAW AND EXCLUSIVE JURISDICTION**

This Agreement, including its formation, interpretation, performance, enforcement, and any dispute, claim, or controversy arising out of or relating to this Agreement, the subject matter hereof, or the Parties' relationship (whether sounding in contract, tort, equity, statute, or otherwise), shall be **governed exclusively by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict-of-laws, choice-of-law, or private international law principles** that would result in the application of the laws of any other jurisdiction.

The Parties hereby **irrevocably and unconditionally attorn to the exclusive jurisdiction** of the courts of the Province of Ontario, sitting in **Toronto, Ontario**, and **waive any objection** based on lack of jurisdiction, improper venue, forum non conveniens, or any similar doctrine.

Each Party further agrees that:

- no proceeding relating to this Agreement shall be commenced in any other jurisdiction; and

- any judgment rendered by the courts of Ontario may be **enforced in any jurisdiction**, to the fullest extent permitted by law.

## 11. LANGUAGE

The Parties expressly agree that the **English language version of this Agreement shall be the sole, official, and legally binding version** for all purposes, including interpretation, enforcement, dispute resolution, and legal proceedings.

Any translation of this Agreement into another language is provided **solely for convenience and informational purposes** and shall have **no legal force or effect**. In the event of any inconsistency, discrepancy, or conflict between the English version and any translated version, the **English version shall prevail conclusively**.

The Parties further confirm that they have either:

- sufficient proficiency in the English language to understand the terms of this Agreement; or
- obtained independent advice or translation prior to execution,

and **waive any right** to challenge the validity or enforceability of this Agreement on the basis of language or comprehension.