

Intellectual Property Rights and Confidentiality Agreement for the K̄ waxw̄lawadi, Echo Bay Logo Design Competition

THIS AGREEMENT IS ENTERED INTO AS OF THE EFFECTIVE DATE INDICATED BELOW, BY AND BETWEEN THE ECHO BAY DEVELOPMENT LTD., (HEREIN REFERRED TO AS THE “ECHO BAY MARINA & LODGE”), THE ENTRANT DEFINED BELOW (HEREIN REFERRED TO AS THE “ENTRANT”) AND THE DESIGNER(S) DEFINED BELOW (HEREIN REFERRED TO AS THE “DESIGNERS”).

IN CONSIDERATION OF the Echo Bay Marina & Lodge permitting the Entrant to submit the design identified below (the “Design”), created by the individual designer(s) identified below (each a “Designer”), as an entry in the K̄ waxw̄lawadi, Echo Bay Logo Design Competition (the “Competition”) in accordance with Competition Rules issued December 16, 2020 (the “Rules”), and in consideration of such Design submission having an opportunity to be selected as the winning Design which includes a prize of three thousand dollars (\$3,000.00 CDN), and in consideration of the Entrant and the Designer(s) providing logo designs to the Echo Bay Development Ltd. for its consideration, the Echo Bay Marina & Lodge, the Entrant and the Designer(s) each

HEREBY UNCONDITIONALLY AND IRREVOCABLY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. **Ownership and Use of Design:** The Design that is selected to be the winning logo (the “Winning Logo”) submitted in the Competition and all proprietary interests and intellectual property and copyright therein: (a) shall become and remain in perpetuity the sole and exclusive property of the Echo Bay Marina & Lodge and its successors and assigns; (b) shall not be returned to the Entrant or to the Designers.
2. **Entrant and Designer Rights:** After selection of the Winning Logo, the Entrant and Designers of the Winning Logo, shall have no further right, title or interest in the Design, and will not use or exploit, or authorize any other person other than Echo Bay Marina & Lodge to use or exploit, the Design or any portion of it in any manner or for any purpose whatsoever. Nothing herein shall obligate Echo Bay Marina & Lodge to select the Design as the Winning Logo or to use the Design for any purpose whatsoever once it is selected.
3. **Assignment and Waiver:** The Entrant and each Designer of the Winning Logo in the Competition hereby irrevocably and unconditionally: (a) assign and transfer to Echo Bay Marina & Lodge all right, title and interest (including, without limitation, copyright, ownership and all other intangible, intellectual, industrial, and proprietary rights) throughout the world in, to and associated with the Design, free and clear of any and all liens, encumbrances, charges and interests whatsoever of the Entrant and each Designer or of any third party; and (b) waives in favour of Echo Bay Marina & Lodge and its successors, assigns and licensees any and all non-transferrable rights (including without limitation any and all moral rights and rights of authorship) they have throughout the world in, to or associated with the Design. If and to the extent that the foregoing assignment, transfer and waiver are not effective for any reason, the Entrant and each Designer: (a) will hold all right, title and interest in, to and associated with the Design, that are not hereby assigned, in trust for the sole benefit of Echo Bay Marina & Lodge; and (b) hereby grant to Echo Bay Marina & Lodge an exclusive, irrevocable, perpetual, indefinite, world-wide, fully transferable, fully sub-licensable, royalty-free, fully paid-up license to use and exploit (including modify and alter) the Design for any and all purposes whatsoever in Echo Bay Marina & Lodge’s full discretion.
4. **Representations and Warranties:** The Entrant and each Designer, jointly and severally, represent, warrant and covenant to Echo Bay Marina & Lodge as follows:
 - a) **Authority and Capacity:** the Entrant and the Designers each have all requisite power, right, capacity and authority to enter into, execute, deliver and perform their obligations under this Agreement;
 - b) **Accurate Information:** all information set forth in this Agreement and in the Entry Form applicable to the Design is true, accurate and complete;
 - c) **Originality:** the Design: (i) is an original work created solely by the Designer(s), without any advice, assistance or contribution from any person other than the Entrant; (ii) does not incorporate, and is not based upon or derived from, any other design, work, information or material (except as expressly permitted by the Rules); and (iii) to the knowledge and belief of

the Entrant and the Designer(s) is not confusingly similar to, or likely to be mistaken for, any other logos or designs currently or previously used by any other person;

- d) **No Employment or Tools:** the Design was not created or contributed to by the Designer(s) during the course of their employment with any person other than the Entrant, or using any information, materials or tools provided by any person other than the Entrant and the Designer(s);
- e) **No Third Party Interests:** no person other than the Entrant and the Designer(s) has any right, title or interest (including without limitation copyright or any other intangible, intellectual, industrial and proprietary rights) in, to or associated with the Design; and
- f) **Non-Infringement:** the use and exploitation of the Design by Echo Bay Marina & Lodge and its successors, assigns and licensees, for any and all commercial or non-commercial purposes whatsoever and by means of any and all forms of media and technologies now known or hereafter developed, will not infringe the rights (including copyright and other intangible, intellectual, industrial and proprietary rights) of any other person.

5. **Compensation Acknowledgement:** The Entrant and the Designers each acknowledge and agree that the opportunity to participate in the Competition, and the opportunity of having the Design selected to be the Winning Logo, is adequate and sufficient compensation for their creation and submission of the Design and the performance of their obligations under this Agreement, the Entry Form and the Rules. Unless the Design is selected to be the Winning Logo (in which case the Entrant will receive the prize referenced in this Agreement and in the Rules), the Entrant and the Designers each acknowledge and agree that they are not entitled to receive any remuneration, royalties, fees, expenses or other compensation whatsoever arising from, connected with, or relating to their participation in the Competition, their creation and submission of the Design, or the performance of their obligations under this Agreement, the Entry Form and the Rules.

6. **Acknowledgement of Other Designs:** The Entrant and the Designer(s) each acknowledge that the Design or portions of it may be similar to or identical to other designs submitted by other Entrants in the Competition or may otherwise be created by or for Echo Bay Marina & Lodge without reference to the Design. The Entrant and the Designer(s), jointly and severally, agree that they are not entitled to receive any compensation or credit whatsoever in connection with the creation, use or exploitation of such other designs, whether as the Winning Logo or otherwise, by Echo Bay Marina & Lodge and its successors, assigns and licensees.

7. **Confidentiality:** The Entrant and the Designer(s) of the Winning Logo and all other Entrants and Designers acknowledge their obligation to maintain the strict confidentiality of the Design and all information regarding the Design, both during the creation of the Design and until publicly announced. The Entrant and the Designer(s) of the Winning Logo, and all other Entrants and Designers, jointly and severally, represent, warrant and covenant to Echo Bay Marina & Lodge that, other than as expressly permitted by Echo Bay Marina & Lodge in writing, they have not disclosed, and will not in the future disclose the Design or any information regarding the Design or any communications with Echo Bay Marina & Lodge regarding the Design or the Competition to any person other than Echo Bay Marina & Lodge, and will maintain the strict confidentiality of the Design and all such information and communications, using the same degree of care as they afford to their own confidential information of a similar nature which they desire not to be published or disseminated, and in no event less than reasonable care, to prevent unauthorized use or disclosure. Nothing in this provision will prevent the Entrant and the Designer(s) from making such disclosures of information as may be required by law, provided that they give prior reasonable notice of such potential disclosures of information to Echo Bay Marina & Lodge and reasonably assist Echo Bay Marina & Lodge to lawfully prevent or restrict such disclosures of information. Nothing in this provision will prevent Echo Bay Marina & Lodge from exercising its discretion to disclose information regarding the Design of the Winning Logo after it has selected the Winning Logo.

8. **Release and Indemnity:** The Entrant and the Designers, jointly and severally, hereby irrevocably and absolutely: (a) release, remise and forever discharge Echo Bay Marina & Lodge and its Representatives (as defined below) from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities and obligations of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist that are in any way connected with, or which arise directly or indirectly from or relate to, the Competition and the Design; and (b) agree to indemnify, defend and hold harmless each of Echo Bay Marina & Lodge and its Representatives from and against any and all losses, damages, claims, demands, actions,

proceedings, liabilities, expenses and costs (including without limitation, reasonable legal fees and expenses) of any nature and kind whatsoever, that are in any way connected with, or which arise directly or indirectly from or relate to, the Entrant's or the Designers' participation in the Competition or any negligence, misconduct or breach of this Agreement by any of the Entrant or the Designers. "**Representatives**" means directors, officers, employees, agents, personal representatives, successors, assigns and licensees.

9. **Further Documents and Assistance:** Upon request by Echo Bay Marina & Lodge in its discretion, each of the Entrant and the Designer(s) will, at their sole cost, provide such information and documents, do such additional things, and sign such further documents as are reasonably required to confirm their compliance with the Rules and to perfect and protect Echo Bay Marina & Lodge's ownership of and rights to use and exploit the Design that is chosen to be the Winning Logo. Without limiting the generality of the foregoing, if the Design is selected to be the Winning Logo, the Entrant and the Designer(s) will each execute and deliver to Echo Bay Marina & Lodge: (a) a certificate accepting the prize awarded to the Entrant; (b) a consent to the announcement of their names and the use of their personal information by Echo Bay Marina & Lodge in connection with the use and promotion of the Winning Logo; (c) a declaration confirming compliance with the Rules; and (d) a confirmatory intellectual property rights assignment and waiver, release and indemnity agreement. If any of the Designers are unable for any reason whatsoever to comply with their obligations set forth above, each Designer hereby irrevocably designates and appoints the Entrant (or the Entrant's successors and permitted assigns) and the Entrant's duly authorized officers and representatives as the Designer's agents and attorneys-in-fact to act for and on the Designer's behalf and instead of the Designer to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Designer.
10. **Notice and Responsibility:** The Entrant and the Designers acknowledge the fundamental importance to Echo Bay Marina & Lodge of the representations and warranties set forth in Section 4, and will immediately give notice to Echo Bay Marina & Lodge if they know or have any reason to believe or suspect that any of those representations or warranties are or may be untrue. In that event, upon request by Echo Bay Marina & Lodge, the Entrant will withdraw the Design from the Competition. The Entrant is fully responsible and liable for any and all negligence, misconduct or breach of this Agreement by the Entrant and by any of the Designers.
11. **Governing Law and Disputes:** This Agreement is governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to this Agreement or any related matters (collectively, "**Disputes**") will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and the Entrant and the Designers each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all claims regarding the Disputes shall be time-barred and without any legal or equitable force and effect.
12. **General:** This Agreement together with the Entry Form signed by the Entrant and the Designers and the Rules are incorporated into this Agreement by reference, and constitute the entire agreement between the parties regarding the subject matter of this Agreement, and may be modified only by a written instrument signed by the parties or their successors or permitted assigns. This Agreement, the Entry Form and the Rules are to be enforced and interpreted in the English language only. This Agreement is binding upon Echo Bay Marina & Lodge, the Entrant and the Designers and their respective heirs, executors, successors, permitted assigns, and personal representatives. Echo Bay Marina & Lodge may in its discretion assign this Agreement to any successor company taking over Echo Bay Marina & Lodge's business. The Entrant and the Designers may not assign this Agreement without Echo Bay Marina & Lodge's written consent, which may be withheld by Echo Bay Marina & Lodge in its discretion. Nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, sponsorship, or other similar relationship between the parties. In this Agreement, references to Echo Bay Marina & Lodge's assigns and licensees include the Echo Bay Marina & Lodge Logo Selection Panel.

In WITNESS WHEREOF, the Echo Bay Marina & Lodge, the Entrant and each Designer have SIGNED, AND DELIVERED this Agreement as of the Effective Date indicated below.

The Design (Insert the Design Name as per Entry Form)	
Effective Date (Insert the date on which the Entry Form was completed)	

Entrant Name	
Authorized Signature	_____
Authorized Signer Name & Title (printed)	

Designer(s)

_____	_____
Signature	Signature
_____	_____
Name (printed)	Name (printed)

Note: If there are more than 2 Designers, please attach a separate page to this Agreement listing the additional Designers and bearing the signature of the Entrant and ALL Designers using the same format set forth above.

ECHO BAY MARINA & LODGE

Authorized Signatory
Name:
Title: