

ConsumerGenius

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "**Agreement**") is dated as of **February 3, 2025** (the "**Effective Date**").

BETWEEN:

Consumer Genius USA Inc. a corporation incorporated under the laws of the Province of Alberta (the "**Corporation**")

- and -

Antonio Pedro De Faro Carneiro, a person residing at 158, Rio de Janeiro, Brazil, 22451-030 (the "**Contractor**").

WHEREAS

- A. The Company is in the business of acquiring customers for the Company's partners through lead forms, click to call forms, funnels and websites (owned and operated and external) in the following industries: Financial Services (including but not limited to mortgage loans, personal loans, payday loans, debt consolidation, , car loans, Insurance (including but not limited to car, life, pet, health and insurance) Legal Mass Tort , (together, the "Business")
- B. The Corporation wishes to engage the Contractor to provide certain consulting services to the Corporation and the Contractor wishes to provide such consulting services to the Corporation;
- C. The Corporation and the Contractor wish to enter into this Agreement to confirm the definitive terms of the engagement of the Contractor by the Corporation;

IN CONSIDERATION OF the covenants and agreements contained in this Agreement, the Corporation and the Contractor agree as follows:

ARTICLE 1 **CONTRACTOR'S SERVICES**

- 1.1 The Contractor agrees to provide the consulting services as outlined in **Schedule "A"** hereto (the "**Services**"), and such other incidental services as may be required by the Corporation and assigned to the Contractor from time to time, in accordance with this Agreement. The Contractor represents and warrants to the Corporation that the Contractor has and will have the required skills and experience to perform the Services. The Contractor will not assign the performance of the Services to any other person without the Corporation's prior written consent.

- 1.2 The Contractor shall determine the manner or means by which the Contractor performs the Services for the Corporation under this Agreement, at all times in accordance with the terms of this Agreement.
- 1.3 The Contractor shall provide at the Contractor's own risk and expense all equipment and tools that may be required to perform the Services. The Contractor warrants that all such equipment and tools will be in good repair and appropriate to perform the Services.
- 1.4 The Contractor shall register for coverage with the applicable workers' compensation board and shall be responsible for obtaining and maintaining all necessary licenses and permits and for complying with all applicable laws, codes and regulations in connection with the provision of the Services. The Contractor shall provide the Corporation with adequate evidence of the Contractor's compliance with this requirement if requested by the Corporation.
- 1.5 The Contractor shall pay for and maintain appropriate insurance concerning the operations and liabilities of the Contractor relevant to this Agreement. The Contractor shall furnish the Corporation with satisfactory confirmation of the above and/or copies of the insurance policies upon the Corporation's request. The Contractor agrees that the Contractor and/or anyone claiming, by, through, under or on behalf of the Contractor shall have no claim, right of action or right of subrogation against the Corporation based on any loss or liability insured under the above insurance.

ARTICLE 2

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 2.1 The Contractor represents and warrants that:
 - (a) the Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully the Contractor's obligations in this Agreement;
 - (b) the Contractor's performance of the terms of this Agreement and the engagement of the Contractor with the Corporation do not and will not breach any confidentiality, non-competition, non-solicitation, proprietary rights or other agreement entered into by the Contractor with any third party;
 - (c) the Contractor has the required skill, experience and qualifications to perform the Services;
 - (d) the Contractor shall perform the Service in a professional manner in accordance with best industry standards for similar services, and in compliance with all applicable laws, codes and regulations;
 - (e) the Contractor shall devote such time, attention and energy as is necessary to implement and comply with its obligations under this Agreement.

ARTICLE 3

TERM

- 3.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party pursuant to Article 9 below (the "**Term**").

ARTICLE 4 **REMUNERATION**

- 4.1 The Company will pay the Contractor a base salary of \$36,000.00USD per annum (the "**Base Salary**"), less deductions and withholdings, payable in accordance with the Company's usual payroll practices.
- 4.2 In addition to the Base Salary, the Company shall pay the Contractor a commission-based consulting fee. That commission at the outset will be 6% of the NET profit of the Company based on a net profit generated directly by the Contractor through the Contractor's direct efforts on leads sold, resulting in a net profit for the Company, (the "**Consulting Fee**"). The commission amount may be amended from time to time upon mutual agreement.
- 4.3 The Base Salary and Consulting Fee will be adjusted once the Contractor achieves a NET profit of \$30,000 per month. Upon reaching this threshold, the Contractor's compensation will transition to a commission-only structure, with the Contractor receiving 10% of the NET profit of the Company based on a net profit generated directly by the Contractor through the Contractor's direct efforts on leads sold, resulting in a net profit for the Company, Example (IE) if the Contractor sells 200K in leads, and 100K in net profit is generated after the sale of those lead(s) to the company's buyer(s), after (post) refunds or replacements and all associate expenses, then the Contractor will be paid \$10,000 (10% of 100K) This compensation will be paid in the currency of the vertical that the leads were sold within. Furthermore, it is understood that this % commission is calculated on the first event of the generation of the lead and not on any subsequent event or duplicate event on revenues generated by such lead. If any revenue is generated by the company for the life of the lead this does not apply to the Contractor's commissions or compensation.
- 4.4 The Contractor shall be responsible for all expenses incurred in providing the Services to the Corporation.
- 4.5 The Corporation will pay the Contractor the Consulting Fee on a semi-monthly basis. The Contractor must submit to the Corporation an invoice for the Services.

ARTICLE 5 **INDEPENDENT CONTRACTOR**

- 5.1 The Contractor represents to the Corporation that the Contractor is in business for itself and is an independent contractor for the purposes of the *Income Tax Act* (Canada).
- 5.2 Nothing in this Agreement shall be regarded or construed as creating any relationship, whether employer/employee, joint venture, agency, association, partnership or otherwise, between the Contractor and the Corporation, other than an independent contractor relationship as set out in this Agreement. The Contractor is not an employee of the Corporation and shall not be entitled to receive from the Corporation any employment related benefits whatsoever. The Contractor agrees that the Contractor is not entitled to the rights and benefits afforded to the Corporation's employees, including but not limited to participation in any of the Corporation's group insurance plans, vacation pay, overtime pay, termination pay, severance pay or reasonable notice of termination. The Contractor expressly acknowledges and agrees that the Corporation shall not, under any circumstances, be required to provide any notice or compensation or damages in lieu of notice of termination of the Services beyond that provided for under Article 9 below.

- 5.3 In the performance of this Agreement, the Contractor will at all times act in the Contractor's own capacity and right as an independent contractor. The Corporation is not be required to pay for or maintain any employee benefits, including workers' compensation insurance, Canada Pension Plan, employment insurance and other similar levies, nor to make withholdings and remittances for income tax in respect of any remuneration payable by the Corporation to the Contractor pursuant to this Agreement or otherwise. The Contractor will be solely responsible for making all such contributions, premium payments and income tax remittances in conformity with any applicable statutory requirements on the Contractor's own behalf.
- 5.4 Subject to Article 1, Article 2, Article 10, Article 11, and Article 12, nothing herein shall preclude the Contractor from acting in a similar or any other capacity for any other person, firm or Corporation, so long as such activities do not prevent the Contractor from fulfilling all of the Contractor's obligations to the to the Corporation under this Agreement, create a conflict of interest with the performance of the Services under this Agreement, or cause a breach of the Contractor's obligations under this Agreement, and the Contractor does nothing in connection with such outside activities that adversely affects the interests of the Corporation, or could objectively be seen to adversely affect the interests of the Corporation.
- 5.5 Except where expressly authorized in writing by the Corporation, the Contractor shall not have the authority to make any statements, representations or commitments of any kind or take any action that shall be binding on the Corporation. The Contractor shall not act nor purport to be acting as the legal agent of the Corporation, and the Contractor shall not enter or purport to enter into any agreements on behalf of the Corporation or otherwise bind or purport to bind the Corporation.
- 5.6 The Contractor shall be solely responsible for the payment of any and all applicable taxes, assessments and deductions in respect of amounts paid to the Contractor by the Corporation under this Agreement, together with making all appropriate and applicable remittances, withholdings and deductions required, including, without limitation, income tax, unemployment insurance, pension plan contributions, workers' compensation deductions and all other remittances, withholdings and deductions required by law.

ARTICLE 6

INDEMNITY FOR TAXES

- 6.1 In the event that the Canada Revenue Agency, IRS or other applicable foreign or domestic government department or agency seeks any taxes, penalties or interest from the Corporation in relation to payment of the Consulting Fee or any other amounts under this Agreement, the Contractor agrees to indemnify and save the Corporation harmless from any such taxes (including applicable interest and penalties) within 30 days of a claim for indemnity by the Corporation.

ARTICLE 7

GENERAL INDEMNITY

- 7.1 The Contractor shall defend, indemnify and hold harmless the Corporation and any related or associated companies, and their respective boards of directors, officers, employees, agents, successors, assigns and insurers from and against all claims, actions, demands, suits, liabilities, losses, penalties, fines, deficiencies, judgments, interests, awards expenses, costs or damages or every nature and kind whatsoever which the Corporation, or any related or associated companies, and their respective boards of directors, officers, employees or agents, may have or suffer arising out of this Agreement, including arising from the performance or non-performance of the Services

provided under this Agreement, and the Contractor's breach of any representation, warranty or obligation under this Agreement.

- 7.2 The Corporation may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Corporation.

ARTICLE 8

LIMITATION OF LIABILITY

- 8.1 The Contractor hereby agrees that it shall be solely responsible for any injury or accident suffered by the Contractor in relation to the performance of any Services, or by any permitted subcontractor and its employees and agents, and that the Corporation and any related or associated companies, and their respective boards of directors, officers, employees, agents, successors, assigns and insurers shall have no liability for any such accident or injury.

ARTICLE 9

TERMINATION

- 9.1 This Agreement and the provision of the Services hereunder may be terminated by either the Corporation or the Contractor at any time and for any reason upon the giving of thirty (30) calendar days' written notice to the other party.
- 9.2 Notwithstanding Section 9.1, the Corporation may terminate this Agreement immediately, without notice or damages in lieu of notice, in the event of the failure of the Contractor to comply with any provisions of this Agreement. The Corporation may terminate this Agreement for any reason and at any time upon 5 days' written advance notice to the other party.
- 9.3 Upon the termination of this Agreement for any reason, the Corporation will provide the Contractor with only the Consulting Fees accrued and owing to the Contractor up to and including the effective termination date, as applicable. The Contractor acknowledges and agrees that the Contractor shall have no further entitlements (including to pay in lieu of Consulting Fees or damages), whether under contract, statute, common law or otherwise, upon the termination of this Agreement for any reason.
- 9.4 Upon the termination of this Agreement for any reason, or at any other time upon the Corporation's written request, the Contractor shall promptly:
- (a) deliver to the Corporation all Corporation Property and information (including Confidential Information) that may be in the Contractor's possession or control;
 - (b) permanently erase all of the Corporation's Confidential Information from the Contractor's computer systems, mobile phone and any other medium on which Confidential Information may be stored; and
 - (c) certify in writing to the Corporation that the Contractor has complied with the requirements of this Section.

ARTICLE 10
CONFIDENTIALITY, CORPORATION PROPERTY AND INTELLECTUAL PROPERTY

- 10.1 The Contractor acknowledges that as a contractor of the Corporation, the Contractor will have access to, create and acquire confidential and proprietary information of the Corporation and Business (defined above). The Contractor acknowledges that irreparable damage would occur if any Confidential Information were accessed by, disclosed to or utilized by or on behalf of any other Person. For the purposes of this Agreement "**Confidential Information**" shall mean any non-public information pertaining to or concerning the Business or otherwise concerning the Corporation, or its respective affiliates, including all budgets, forecasts, analyses, financial results, costs, processes, drawings, blueprints, margins, personal information, wages and salaries, bids, tenders, proposals, bid or tender packages, business opportunities and other business activities, all supplier, customer and lead lists, price lists, all non-public intellectual property including trade secrets, unfiled patents, technical expertise and know-how (to the extent acquired, created, or learned in the course of the engagement with the Corporation or the Business), documentation including standard terms and agreements and all other information which, by its nature, or by the nature of the circumstances surrounding its disclosure, ought in good faith to be treated as confidential. Confidential Information further includes any of the foregoing, and any other information that the Corporation has agreed or is otherwise required to keep confidential.
- 10.2 Except as may be specifically required in the normal course of business in performing the Services, the Contractor will not directly or indirectly use or disclose to any third party the Confidential Information at any time either during or after the Term, without the prior written consent of the Corporation, which consent may be withheld at the Corporation's discretion. Under no circumstances will the Contractor use or disclose the Confidential Information for their own purposes, or for any purposes other than those of the Corporation. Upon termination of this Agreement for any reason, the Contractor will forthwith return any such Confidential Information and will not, without the Corporation's prior written consent, retain or take with them any Confidential Information, or use such Confidential Information for any purpose. The Contractor shall, upon the Corporation's request, certify in writing that the Contractor has complied with the foregoing.
- 10.3 Despite Section 10.1 of this Agreement, the obligation to maintain the confidentiality of Confidential Information will not apply to the extent that disclosure of such information is required to be made pursuant to applicable laws provided that, in such case, the Contractor shall:
- (a) first provide the Corporation with prompt notice of such request or requirement (unless such notice is prohibited by law) in order to enable the Corporation to seek an appropriate protective order or other remedy;
 - (b) assist the Corporation as may reasonably be required in connection with any action by the Corporation to seek such a protective order or other remedy; and
 - (c) at all times use reasonable efforts to ensure that the disclosure will be afforded confidential treatment.

Notwithstanding any disclosure of Confidential Information as permitted by this Section, the Confidential Information disclosed will, for all other purposes, continue to be treated as Confidential Information under this Agreement.

- 10.4 The Contractor will execute such further and other agreements concerning the confidentiality of the affairs of the Corporation and the Business as the Corporation may reasonably request, and such obligation will be binding on the Contractor's assigns, executors, administrators or other legal representative of the Contractor.
- 10.5 The obligation under Section 10.1 will not apply with respect to information which:
 - (a) at the time of its disclosure to the Contractor was (through no act on the part of the Contractor) readily available to the public;
 - (b) was rightfully in the Contractor's possession prior to the disclosure of such Confidential Information to the Contractor; or
 - (c) is received by the Contractor from a third party (other than the Corporation) legally entitled to give such information to the Contractor on a non-confidential basis.
- 10.6 Upon any termination of this Agreement, the Contractor shall at once deliver, or cause to be delivered, to the Corporation all Confidential Information and all books, documents, devices, records, data, notes, reports, proposals, lists, sketches, correspondence, materials, effects, money, securities and all other property prepared by or belonging to the Corporation (or any affiliate of the Corporation), or for which the Corporation (or any affiliate of the Corporation) is liable to others, and any copies or reproductions of any of the foregoing which are in the possession, charge, care, control or custody of the Contractor.
- 10.7 All right, title and interest in and to any information, documents, drawings, plans, models, works, trade secrets, inventions, discoveries, methods, improvements, research materials, software and databases, including all Confidential Information and including all intellectual property rights associated therewith, that relates to the Business, as it may be conducted from time to time, and is made or conceived directly or indirectly by the Contractor during the Contractor's engagement with the Corporation, whether or not conceived or made during the Contractor's regular working hours and whether or not the Contractor is specifically instructed to make or develop the same and whether made solely, jointly or in combination with others (collectively the "**Property**"), will be for the benefit of the Corporation and will be considered to have been made under and by virtue of this Agreement and will immediately become the property of the Corporation.
- 10.8 The Contractor hereby assigns, sets over and transfers to the Corporation all right, title and interest in and to any and all of the Property and to all letters patent, design patents, industrial designs, copyright, trade-marks, trade secret rights, and all other intellectual property rights, and all applications therefore, and the right to claim priority from any of the foregoing, which may be or may have been filed on the Property by the Contractor or for the Contractor or in the Contractor's name, or which may have been issued to the Contractor or for the Contractor's benefit, whether filed or issued in Canada, the United States or any other jurisdiction whatsoever. Without limiting the generality of the foregoing and the other confidential information and intellectual property provisions contained herein, the Contractor further agrees to the Intellectual Property Assignment Agreement attached hereto as Schedule "B".
- 10.9 The Contractor forever waives and releases in favor of the Corporation any right, title or interest the Contractor has or may have in and to the Property including, without limitation, any right to claim authorship or anonymity, any right to restrain or claim damages for any modification, alteration or deletion of the Property or any part thereof, any right to restrain the use or reproduction of the Property, and any right to use or reproduce the Property, in each case, in any context and in

connection with any product, service, cause or institution, and any right or benefit in law known as "moral" rights or any similar law anywhere in the world.

ARTICLE 11

RESTRICTIVE COVENANTS

- 11.1 Except in connection with the provision of the Services to the Corporation under this Agreement, during the Term and for a period of 12 months following the termination of this Agreement for any reason, within the Provinces and States that the Corporation does business within, the Contractor covenants and agrees that the Contractor will not, directly or indirectly, in any capacity, participate in, provide assistance to, or have a financial or other interest, or be involved in any activity or other enterprise which competes with the Business (as defined above). The ownership (as a passive investor) of less than a five per cent (5%) interest in a corporation or other entity whose securities are traded on a recognized stock exchange or traded in the over-the-counter market, even though that corporation or other entity may be a competitor of the Business, shall not be deemed financial participation in a competitor for the purposes of this Agreement.
- 11.2 For the purposes of this Agreement, the following activities shall be deemed as a list of activities which are competitive with the Business: (i) accepting employment by any person that directly or indirectly engages in the Business; (ii) agreeing to provide consulting services to any person that directly or indirectly engages in the Business; (iii) making preparations to directly or indirectly engage in the Business; (iv) forming a business which directly or indirectly engages in the Business, or (v) serving as a director, officer, shareholder (other than as a passive investor owning less than a five per cent (5%) interest), consultant, partner, member, agent, lender, guarantor, shareholder, or representative of a business which engages in the Business.
- 11.3 Non-Solicitation of Customer
- (a) Except in connection with the provision of the Services to the Corporation, the Contractor agrees that during the Term and for a period of 12 months following the termination of this Agreement for any reason, the Contractor will not, directly or indirectly, in any capacity:
- (i) contact or solicit any Customer (defined below) for the purpose of providing products or services that compete with those offered by the Business; or
 - (ii) induce, solicit, request or advise any Customer of the Business to cease, withdraw, curtail or cancel any of its business or relations with the Corporation.
- For the purposes of this Section 11.3, "**Customer**" means any person located in Canada or the USA that has purchased products or services from the Corporation during the twelve-month period immediately preceding the termination of this Agreement.
- 11.4 **Non-Solicitation Employees and Consultants.** The Contractor agrees that during the Term, and for a period of 12 months following the termination of the Contractor's engagement under this Agreement for any reason, the Contractor will not, directly or indirectly, in any capacity, induce, or solicit or attempt to adduce or solicit any employee, consultant, supplier or vendor of the Company to terminate his, her or their relationship or breach any agreement with the Company, provided however, that the publication of general solicitations not targeted at an individual employee or consultant of the Company or primarily to employees or consultants of the Company shall not constitute inducement for the purposes of this clause 11.4.

- 11.5 The Contractor agrees not to, directly or indirectly, verbally or in writing, criticize, disparage, speak negatively of, or make harmful statements about the Corporation, or its respective employees, officers, directors, products or services (including without limitation on any social media) either during the Term of this Agreement or subsequent to the termination of this Agreement, for any reason.

ARTICLE 12
RESTRICTIONS REASONABLE

- 12.1 The Contractor acknowledges and agrees that:
- (a) They agree to be bound by the covenants contained in Article 10 and Article 11 of this Agreement in consideration of the Corporation's entering into this Agreement and the payment specified in Section 4.2, and that the Corporation would not have entered into this Agreement in the absence of the covenants contained in Article 10 and Article 11 of this Agreement.
 - (b) Due to the nature of the Contractor's engagement with the Corporation, the Corporation is especially vulnerable to competition and/or solicitation of customers by the Contractor following the termination of this Agreement;
 - (c) They have had a reasonable opportunity to obtain independent legal advice prior to entering into this Agreement, and they fully understand the duties and obligations of this entire Agreement, including Article 10 and Article 11;
 - (d) The restrictions contained in Article 10 and Article 11 of this Agreement are reasonable, valid and required due to the nature of the Contractor's engagement with the Corporation;
 - (e) Any breach of Article 10 and/or Article 11 of this Agreement will constitute grounds for immediate termination of this Agreement, without notice.
- 12.2 The Contractor acknowledges and agrees that the applicability of the restrictions in Article 10 and Article 11 is reasonable and necessary to protect the essential and legitimate business interests of the Corporation.
- 12.3 The Contractor acknowledges that the Corporation will suffer irreparable harm if the provisions of Article 10 and/or Article 11 are not specifically enforced, and the Contractor waives all defenses to the strict enforcement thereof by the Corporation. The Contractor acknowledges and agrees that the Corporation will be entitled to any appropriate legal, equitable, or other remedy, including injunctive relief, in respect of any failure or continuing failure on the Contractor's part to comply with Article 10 and/or Article 11 of this Agreement.

ARTICLE 13
NOTICE

- 13.1 Any notice or other communication required or permitted under this Agreement to be provided by a party to the other party shall be in writing and shall be effectively provided if it is delivered personally or sent by prepaid courier, registered mail or email to the following addresses:

To the Corporation:

Consumer Genius USA Inc
4500 Bankers Hall East, 855 2 Street SW, Calgary, AB
Attention: Paul Hadzoglou
Email: paul@consumergenius.com

To the Contractor:

Address: 158, Rio de Janeiro, Brazil, 22451-030

Attention: Antonio Pedro De Faro Carneiro

Email: apfcarneiro@gmail.com

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted.

- 13.2 Either party may change its address for service by providing the other party with notice thereof in accordance with Section 13.1.

ARTICLE 14 **GENERAL**

- 14.1 The Recitals in this Agreement form part of the terms of this Agreement.
- 14.2 Unless otherwise specified, all references to amounts in or contemplated by this Agreement are to the lawful currency of Canada.
- 14.3 Notwithstanding the termination of this Agreement for any reason whatsoever, the provisions of Article 10 and Article 11 inclusive, and any other provision of this Agreement necessary to give efficacy thereto, shall continue in full force and effect following such termination.
- 14.4 Time will be of the essence in this Agreement.
- 14.5 This Agreement and the Schedules hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof, and cancels and supersedes all prior agreements, negotiations, and understandings between the parties hereto, with respect to the subject matter hereof. In the event of any conflict between this Agreement and its Schedules, this Agreement shall prevail to the extent of such conflict.
- 14.6 No modification or amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto. No waiver or any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 14.7 If any provision of this Agreement is deemed to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision of this Agreement, and each and every section, subsection and provision of this Agreement is hereby declared and agreed to be severable from each other and every other section, subsection or provision hereof and to

constitute separate and distinct covenants. The Contractor hereby agrees that all restrictions herein are reasonable and valid.

- 14.8 This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta, and the parties irrevocably attorn to the jurisdiction of the Courts of Alberta.
- 14.9 Neither party may assign their rights under this Agreement without the prior written consent of the other party, provided however, that the Corporation may assign this Agreement to an affiliate (as defined in the *Business Corporations Act* (Alberta)) without the prior written consent of the Contractor.
- 14.10 Except as specifically altered in this Agreement, nothing in this Agreement shall detract from, alter, modify or amend any obligations or duties owed by the Contractor to the Corporation pursuant to any statute, law or regulation or at common law or equity.
- 14.11 Nothing in this Agreement shall be construed as to limit or negate any other remedies available to the Corporation at law or equity with respect to the protection of the Corporation's rights under this Agreement.
- 14.12 The Parties will execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.
- 14.13 This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

CONSUMER GENIUS USA INC.

Per: _____
 Name: Paul Hadzoglou
 Title: President

Per: _____

 Per: Antonio Pedro De Faro Carneiro

SCHEDULE "A" SERVICES

We are seeking a highly skilled and results-oriented Digital Media Buyer to join our performance marketing agency. As a Digital Media Buyer, you will be responsible for planning, executing, and optimizing online advertising campaigns across various platforms, including Google Ads, Facebook Ads, TikTok Ads, native advertising platforms (such as Taboola), and YouTube Ads. Your expertise in these channels will play a crucial role in driving high-quality leads and calls for our lead buyers, including law firms, insurance firms, and other financial sectors. The ideal candidate should possess a deep understanding of digital advertising strategies, excellent analytical skills, and the ability to manage multiple campaigns simultaneously.

Responsibilities:

- Develop and execute digital advertising strategies across multiple platforms, including Google Ads, Facebook Ads, TikTok Ads, native advertising platforms (such as Taboola), and YouTube Ads.
- Conduct market research to identify target audiences and optimize campaign performance.
- Create and manage ad campaigns, including ad copy, targeting, budget allocation, and bidding strategies.
- Monitor and analyze campaign performance metrics, such as CTR, conversion rate, CPA, and ROI, and make data-driven adjustments to optimize campaign performance.
- Conduct A/B testing to continually improve ad creatives, landing pages, and other campaign elements.
- Collaborate with internal teams, including lead buyers and creative teams, to ensure campaigns align with client objectives and brand guidelines.
- Stay up-to-date with industry trends, emerging platforms, and best practices in digital advertising.
- Provide regular reports and insights on campaign performance to internal stakeholders and clients.
- Proactively identify opportunities for campaign expansion, audience targeting, and performance improvement.

SCHEDULE B - INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**") is made as of **February 3, 2025** ("**Effective Date**")

BETWEEN:

Antonio Pedro De Faro Carneiro, a person residing at 158, Rio de Janeiro, Brazil, 22451-030 ("**Assignor**")

- and -

CONSUMER GENIUS USA INC., a corporation organized under the laws of Alberta, having an office at 4500 Bankers Hall East, 855 2 Street SW, Calgary, AB T2P 4K7 ("**Assignee**")

(each a "**Party**" and together the "**Parties**")

WHEREAS:

- A. Assignee seeks to retain the Assignor, and Assignor wishes to be retained by Assignee, in a position of trust and confidence for the purpose of creating, developing, and inventing intellectual property, as further set out in an Independent Contractor Agreement between the Parties dated February 3, 2025;
- B. Assignor wishes to convey, transfer and assign to Assignee, and Assignee wishes to accept, certain intellectual property rights of Assignor, and
- C. The Parties wish to execute and deliver this Agreement for registration with governmental authorities including, but not limited to, the Canadian Intellectual Property Office ("**CIPO**"), the United States Patent and Trademark Office ("**USPTO**"), and any other similar authorities of any other jurisdictions.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the Independent Contractor Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Definition

In this Agreement, "**Intellectual Property Rights**" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, performance or moral rights law, trade secret law, industrial design law, confidential information law (including breach of confidence), integrated circuit topography, trade-mark law, trade-name law, passing off, unfair competition law or other similar laws, including legislation by competent governmental authorities and judicial decisions under common law or equity, including all creative works, inventions, and proprietary information claimed or described therein, and for greater certainty includes all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, all foreign counterparts thereto, the right to file any applications, and the right to claim for the same priority rights derived from any applications filed under any treaty, convention, or any domestic laws of a country in which a prior application is filed.

2. **Assignment and Disclosure**

Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Intellectual Property Rights that Assignor conceives, develops, invents, authors, creates or contributes to the creation of, in whole or in part, during the term of or in connection with or as a result of Assignor's Independent Contractor Agreement. Assignor agrees to immediately disclose to Assignee all such assigned Intellectual Property Rights.

3. **Waiver of Moral Rights**

Assignor hereby waives all of Assignor's moral rights in and to works subject to the Intellectual Property Rights assigned hereby, and Assignor represents and warrants that Assignor has caused all third party moral rights to be waived in respect of same.

4. **Registration and Further Assurances**

At all times, each Party, at its expense, shall promptly execute and deliver all such documents including additional conveyances, instruments, transfers, consents and other assurances, and do all such other acts and things as the other Parties, acting reasonably, may from time to time request be executed or done in order to better evidence, perfect or give effect to any provision of this Agreement or other document delivered pursuant to this Agreement or any of the respective obligations created or intended to be created by this Agreement. For greater certainty, and without limiting the generality of the previous sentence, Assignor authorizes and requests the CIPO, the USPTO, and any other governmental officials to record and register this Agreement upon request by Assignee.

5. **Survival**

Assignor's obligations and Assignee's rights set out under this Agreement shall survive and remain in effect, notwithstanding any termination or changes to the terms of Assignor's contractual relationship with Assignee.

6. **Miscellaneous**


- (a) This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors, permitted assigns, heirs and legal representatives.
- (b) Assignor's rights and obligations under this Agreement may not be assigned or transferred without the prior written consent of Assignee. Assignee's rights and obligations under this Agreement may be assigned or transferred without the consent of, or notice to, Assignor.
- (c) No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.
- (d) This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. Each of the Parties attorns to the jurisdiction of any court within the Province of Alberta having subject matter jurisdiction over this Agreement.
- (e) If any arbitrator or court of competent jurisdiction determines any provision of this Agreement or portion thereof to be illegal, invalid or unenforceable, that provision or portion thereof will be severed from this Agreement without affecting the remaining

provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

- (f) In this Agreement, the headings are for convenience of reference only, do not form a part of this Agreement, and are not to be considered in the interpretation of this Agreement. In this Agreement, the use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision to such person(s) or circumstance(s) as the context otherwise permits.
- (g) This Agreement may be executed and delivered in counterparts and may be delivered in original or electronic form, each of which when so executed and delivered will be deemed to be an original and when taken together, will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed and delivered as of the date first written above.

ANTONIO PEDRO DE FARO CARNEIRO

DocuSigned by:

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Name: Antonio Pedro De Faro Carneiro

CONSUMER GENIUS USA INC

Per:

Name: Paul Hadzoglou

Title: President