

**Ultimate Branding Course Inc.**  
**Member and Affiliate Agreement**

among

**Ultimate Branding Course Inc.**  
**Ultimate Branding Course LLC**

and

**PARTIES PURCHASING THE PRODUCTS**

dated as of March 6,

2025

## MEMBER & AFFILIATE AGREEMENT

This Member & Affiliate Agreement (the "**Agreement**"), dated March 6, 2025, is entered into by and among;

**Ultimate Branding Course Inc.,**  
**Ultimate Branding Course LLC, and**  
and any additional entities formally added to this agreement  
(Collectively referred to in this Agreement as the "**Supplier**")

and the customer, member and/or affiliate party identified as such in each purchase email, (collectively referred to in this agreement as the "**Reseller**"); together with the Supplier may be referred to as the "**Parties**", and each, a "**Party**".

**WHEREAS**, Supplier is in the business of selling and marketing the Products (as defined below); and

**WHEREAS**, Reseller is in the business of marketing and reselling the Products;  
and

**WHEREAS**, Reseller wishes to purchase the Products from Supplier and resell these Products to End Users (as defined below), subject to the terms and conditions of this Agreement; and

**WHEREAS**, Supplier wishes to sell the Products to Reseller and appoint Reseller as a non-exclusive reseller under the terms and conditions of this Agreement.

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

### ARTICLE I Definitions

Capitalized terms have the meanings set out in this ARTICLE I, or in the Section in which they first appear in this Agreement.

**"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory, or other, whether at law, in equity or otherwise.

**"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, this Person.

**"Claim"** means any Action made or brought against a Person entitled to indemnification under ARTICLE XV.

**"Confidential Information"** has the meaning set out in Section 13.01.

**"Control"** (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, regarding any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership or voting securities, by contract or otherwise.

**"Course"** means the Ultimate Branding Course.

**"Effective Date"** means the date first set out above.

**"End User"** means the final purchaser that (a) has acquired a Product from Reseller for (i) its own [and its [Affiliates']] internal use and for possible resale, remarketing or distribution or (ii) incorporation into its own products.

**"Governmental Authority"** means any federal, provincial, territorial, local or foreign government or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non- governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of this organization or authority have the force of Law), or

**"HST"** means harmonized sales tax, or goods and services tax, imposed under the HST Act (or any provincial or territorial legislation imposing sales tax, harmonized sales tax or goods and services tax.

**"HST Act"** means Part IX of the Excise Tax Act (Canada).

**"Intellectual Property Rights"** means all industrial and other intellectual property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) industrial designs and industrial design registrations; (f) Trade Secrets and (g) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction in any part of the world.

**"Law"** means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

**"Notify"** means to give Notice.

**"Patents"** means all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates and patent utility models).

**"Person"** means any individual, partnership, corporation, trust, unlimited liability company, unincorporated organization, association, Governmental Authority, or any other entity.

**"Personnel"** means agents, employees, or subcontractors engaged or appointed by Supplier or Reseller.

**"Products"** means the Ultimate Branding Course or any other courses or products which Supplier makes available to Reseller to resell to End Users.

**"Representatives"** means a Party's Affiliates, employees, officers, directors, partners, shareholders, agents, counsel, third-party advisors, successors, and permitted assigns.

**"Reseller"** means any individual who has purchased access to the Products, regardless of whether they participate in the affiliate program. This includes general Members, Affiliates, and anyone who engages with the the Products. For the purposes of this Agreement, all such individuals are subject to the same terms, rules, and responsibilities outlined herein.

**"Reseller Contract"** means any [material] contract or agreement to which Reseller is a party or to which any of its material assets are bound.

**"Supplier"** means **Ultimate Branding Course Inc., Ultimate Branding Course LLC**, and any additional corporate entities that are expressly listed in this Agreement by formal amendment and authorized in writing to act on behalf of the Ultimate Branding Course brand. No other company or entity shall be deemed a Supplier unless specifically named.

**"Supplier's Intellectual Property Rights"** means all Intellectual Property Rights owned by or licensed to Supplier.

**"Supplier's Trademarks"** means all Trademarks owned by or licensed to Supplier.

**"Taxes"** means any commodity tax, including sales, use, excise, value-added, HST, consumption or other similar tax, including penalties or interest, imposed, levied, or assessed by any Governmental Authority.

**"Trademarks"** means all rights in and to Canadian and foreign trademarks, service marks, trade dress, trade names, business names, brand names, logos, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world.

**"Trade Secrets"** means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.

## **ARTICLE II**

### **Appointment as Reseller**

**Section 2.01 Non-Exclusive Appointment.** Supplier appoints Reseller, and Reseller accepts the appointment, to act as a non-exclusive reseller of Products to End Users in accordance with the terms and conditions of this Agreement. Supplier may in its sole discretion sell the Products to any other Person, including resellers, retailers and End Users subject to the terms and conditions hereof.

**Section 2.02 Removal of Reseller.** Supplier reserves the right to remove or ban any Reseller from the course, community, or affiliated platforms at its sole discretion. Grounds for removal include, but are not limited to:

- (a) Violating rules or guidelines set by Supplier;
- (b) Engaging in disrespectful, defamatory, or disruptive behavior;
- (c) Promotion within the community of a Reseller's or any other products, services, or external websites;
- (d) Post personal links or solicit sales within the community.
- (e) Collect, scrape, or harvest email addresses or personal data from other members.
- (f) Engage in any form of spam, self-promotion, or unauthorized solicitation.
- (g) Making negative, misleading, or harmful statements about the Supplier, the course, or its community; or
- (h) Any other behavior deemed inappropriate by Supplier;

## **ARTICLE III**

### **No Franchise Agreement, No Guarantee**

**Section 3.01 No Franchise.** The Parties are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Supplier and Reseller. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions

of their Personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, Canada Pension Plan contributions, employment insurance premiums, disability benefits, or the manner and means through which the work under this Agreement will be accomplished. Except as provided otherwise in this Agreement, Reseller has the sole discretion to determine Reseller's methods of operation, Reseller's accounting practices, the types and amounts of insurance Reseller carries, Reseller's Personnel practices, Reseller's advertising and promotion, Reseller's customers and Reseller's service areas and methods. The relationship created hereby between the Parties is solely that of supplier and reseller.

**Section 3.02 No Guarantees.** The Parties acknowledge and accept that while the Product may provide the opportunity to generate income, the Supplier makes no guarantees regarding financial success that any Reseller or End User may achieve using the Product. Individual success may vary and depends on various factors, including skill, effort, market conditions, and the demand for the Product. Any testimonials or examples of income displayed on websites or other promotional materials are exceptional cases and do not represent a guarantee of future earnings.

**Section 3.03 Business Risk.** Engaging in any business, including the sale of the Product, involves inherent risks. Supplier makes no guarantee as to financial results or that the Product will generate profits of any kind. Parties acknowledge that there are risks associated with running a business, and assume full responsibility for any outcomes or losses resulting from use or sale of the Product.

**Section 3.04 Income Potential.** The income potential associated with the Product is highly subjective and can vary significantly from person to person. Success depends on various factors, such as marketing strategies, target audience, competition, and economic conditions. Supplier cannot predict or guarantee your individual results.

## **ARTICLE IV**

### **This Agreement**

**Section 4.01 New Rules & Guidelines:** Supplier may introduce new rules, restrictions, or policies at any time, without updating the legal agreement, by posting announcements or updating guidelines in the course. It is the responsibility of the Reseller to stay informed of such updates. Failure to read or acknowledge posted updates does not exempt the Reseller from compliance.

**Section 4.02 Terms of the Agreement** Supplier may modify the terms of this agreement at any time unilaterally at its own discretion without the consent of any other party. When such modifications occur, such as legal terms, pricing, affiliate percentages, payout time, structure, course contents, or any other modification, Supplier shall notify Reseller by posting announcements in the course.

**Section 4.03 Terms of Agreement Prevail.** This Agreement is expressly limited to the terms of this Agreement. The terms of this Agreement prevail over any terms or conditions contained in

any other documentation related to the subject matter of this Agreement and expressly exclude any of the Reseller's general terms and conditions issued by Reseller.

**Section 4.04 Termination by Supplier.** Supplier reserves the right to suspend or terminate any Reseller's access to the course, community, affiliate program, or any related services at any time, with or without cause, and without notice. This includes but is not limited to cases of policy violations, disruptive behaviour, or at the Supplier's sole discretion.

## **ARTICLE V**

### **General Reseller Performance Obligations**

**Section 5.01 Marketing and Reselling Products.** Reseller shall, in good faith and at its own expense:

- (i) market, advertise, promote, and resell the Products to End Users in accordance with good business practice;
- (j) Develop and execute a marketing plan sufficient to fulfil its obligations under this Agreement;
- (k) observe all of Supplier's reasonable directions and instructions in relation to the marketing, advertising and promotion of the Products;
- (l) market, advertise, promote, and resell Products and conduct business in a manner that at all times reflects favourably on Products and the good name, goodwill, and reputation of Supplier;
- (m) only resell any software or accessories sold, bundled or packaged with any Product on those terms and conditions as Supplier may, from time to time, require.

**Section 5.02 Authority to Perform Under this Agreement.** Reseller shall, at its own expense, obtain and maintain required certifications, credentials, licences, and permits necessary to conduct business in accordance with this Agreement.

**Section 5.03 Limited End User Support.** Following the sale of a Product to any End User, Reseller shall, at its own expense:

- (a) respond to the End Users regarding the general operation and use of the Product, including:
  - (i) acting as a liaison between the End User and Supplier in matters requiring Supplier's participation;
  - (ii) providing general Product information and configuration support on standard protocols and features; and

Except as explicitly authorized in this Agreement or in a separate written agreement with Supplier, Reseller may not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products it sells to End Users.

**Section 5.04 Prohibited Acts.** Notwithstanding anything to the contrary in this Agreement, neither Reseller nor Reseller Personnel shall:

- (a) make any representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments:
  - (i) actually, apparently or ostensibly on behalf of Supplier, or
  - (ii) to any End User regarding the Products, which representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then- existing representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by Supplier to Reseller;
- (b) engage in any unfair, competitive, misleading or deceptive practices respecting Supplier, Supplier's Trademarks or the Products, including, but not limited to, the following:
  - (i) offering the Product as part of disparagement or "bait-and-switch" practice;
  - (ii) Offering any rebates or cashback offers to incentivize purchase of the Product;
  - (iii) Offering any discounts to the Product;
  - (iv) Offering any incentives or bundled offerings of the Product, including, but not limited to, add on products, "sneak peaks" or "template" offerings;
  - (v) Offering any modified version of the Product;
  - (vi) Use or sell this product in a dime sale event;
  - (vii) Offer for sale, the Product on an auction site (such as eBay.com);
- (c) sell, either directly or indirectly, or assign or transfer, any Products to any Person when Reseller knows or has reason to suspect that the Person may resell any or all of the Products to a third party where such third party may breach this Agreement.
- (d) Violate rules or guidelines set by Supplier;
- (e) Engage in disrespectful, defamatory, or disruptive behavior;



- (f) Make negative, misleading, or harmful statements about the Supplier, the course, or its community;
- (g) Engage in any other behavior deemed inappropriate by Supplier;
- (h) Promote within the community of a Reseller's or any other products, services, or external websites;
- (i) Post personal links or solicit sales within the community;
- (j) Collect, scrape, or harvest email addresses or personal data from other members;
- (k) Engage in any form of spam, self-promotion, or unauthorized solicitation;
- (l) Failing to reimburse Supplier for any chargebacks;
- (m) Engage in any other behavior deemed inappropriate by Supplier;
- (n) Making any misleading claims to anybody about income earned as a Reseller, or which may be earned in the future as a Reseller.

**Section 5.05 – Ethical Marketing & Income Claims.** Reseller must engage in ethical, transparent, and legally compliant marketing practices at all times. This includes, but is not limited to:

- (a) Not making misleading or exaggerated income claims. Resellers may not imply or state that typical users will achieve specific financial results (e.g., “make \$10K/month” or “quit your job in 30 days”) unless such claims are true, provable, and accompanied by clear disclaimers.
- (b) Including a disclaimer that results vary and depend on individual effort, experience, and external factors when discussing any income potential.
- (c) Using only truthful testimonials that accurately reflect real experiences. Testimonials must not be cherry-picked to mislead and must disclose if the person giving the testimonial received compensation (including affiliate commissions).
- (d) Complying with all advertising and disclosure laws, including those of the Federal Trade Commission (FTC), the Competition Bureau of Canada, and any other relevant regulatory bodies.

Supplier reserves the right to immediately remove any Reseller found violating this policy from the course, affiliate program, and community, with no refund, at its sole discretion.

**Section 5.06 – Non-Circumvention.** Resellers agree not to circumvent or attempt to replicate the Supplier’s products, systems, course structure, or business model for commercial purposes. Resellers also agree not to directly solicit other members, affiliates, or community participants for unrelated or competing offers. Violation of this section is grounds for immediate removal without refund.

## **ARTICLE VI**

### **Supplier Performance Obligations**

**Section 6.01 Supplier Performance Obligations.** During the Term, the Supplier may:

- (a) provide any information and support that may be reasonably requested by Reseller regarding the marketing, advertising, promotion, and sale of Products sold to Reseller under this Agreement; and
- (b) offer updates, training, or general communication tools to assist Resellers in their efforts, although Supplier shall not be obligated to provide ongoing or individualized support beyond what is made generally available to all Resellers.

## **ARTICLE VII**

### **The Products**

**Section 7.01 Availability; Changes in Products.** Supplier may, in its sole discretion:

- (a) remove one or more Products without Notice to Reseller;
- (b) add to the Products without Notice to Reseller; and
- (c) without Notice to Reseller, effect changes to any Products,

in each case, without obligation to modify or change any Products previously delivered or to supply new Products meeting earlier specifications.

**Section 7.02 Product Termination / Discontinuation.** Supplier may, in its sole discretion:

- (a) close or discontinue the course at any time, without notice, for any reason;
- (b) without Notice to Reseller, effect changes to any Products,

in each case, without obligation to modify or change any Products previously delivered or to supply new Products meeting earlier specifications.

**Section 7.03 – Right to Modify a Product**

- (a) Supplier may at its sole discretion, modify, update, remove, or replace any aspect of any Product, including but not limited to course content, pricing, affiliate percentages, payout terms, structure, and features, without notice at any time for any reason.

## **ARTICLE VIII**

### **Order Procedure**

**Section 8.01 Purchase Request.** Once Reseller has sold a program to an End User, the Reseller shall provide invite link to the End User where End User requests access. In order to be approved, the End User may be required to forward their email receipt to **info@ubcteam.com**, complete a membership questionnaire (including but not limited to: who the course was purchased from, confirmation of receipt forwarding, and their email address), and/or provide any additional information required by Supplier to verify the purchase.

**Section 8.02 Supplier's Right to Accept or Reject Purchases.** Supplier may, in its sole discretion, accept or reject any purchase request. Supplier may accept any Purchase request by confirming the order or by making the Products available, whichever occurs first.

## **ARTICLE IX**

### **Price and Payment**

**Section 9.01 Terms of the Sale.** Supplier shall sell Products to Reseller at the Prices and on the terms and conditions set out in this Agreement, subject to change from time to time.

**Section 9.02 Price.** Reseller shall purchase the Product from Supplier and End User shall purchase the Products from Reseller at the prices set out in Supplier's reseller price list in effect as of the date hereof (the "**Prices**") and Reseller shall only list for sale the Products for the same price.

**Section 9.03 Resale Prices.** Reseller adopts the resale price set by the Supplier and terms of this Agreement regarding the Product provided, however, Supplier reserves the right to establish the minimum prices at which the Products may be resold and reserves the right to enforce compliance with this Agreement at its sole and absolute discretion.

**Section 9.04 Taxes.** The Prices are exclusive of all applicable Taxes (including HST and provincial sales tax). Each Party will be responsible for the payment of and will pay any applicable taxes, duties, and levies levied on that Party from time to time in relation to this Agreement.

**Section 9.05 – Final Sale.** All sales of the course and digital products are **final**. No refunds will be issued under any circumstances, including but not limited to:

- (a) Course discontinuation;
- (b) Changes in course content.
- (c) Dissatisfaction with the course.
- (d) Removal from the course.

## **Section 9.06 – Chargebacks & Reseller Responsibility**

**Affiliate Chargeback Responsibility:** If chargebacks occur on affiliate sales attributed to a Reseller, the Reseller is responsible for repaying the disputed amounts. Failure to repay chargeback amounts will result in immediate removal from the community and termination of participation in the affiliate program.

Resellers must maintain a financial buffer to account for potential chargebacks or disputed transactions. If a customer disputes a purchase, the Reseller is responsible for repaying the full commission earned from that sale.

Failure to repay chargeback amounts will result in loss of affiliate access and removal from the course. Resellers who are unable to maintain such a buffer are advised not to promote or resell the course.

## **ARTICLE X**

### **Legal Responsibilities for International Members**

**Section 10.01 Translation Requirement:** If the course is accessed in a language other than English, it is the responsibility of the Reseller and End Users to translate and fully understand the legal pages and terms before making a purchase or participating in the course.

## **ARTICLE XI**

### **Compliance with Laws**

**Section 11.01 General Compliance with Laws Representation and Warranty.** Reseller represents and warrants to Supplier that it is in compliance with all Laws and Reseller Contracts applicable to this Agreement, the Products, and the operation of its business.

**Section 11.02 General Compliance with Laws Covenant.** Reseller shall at all times comply with all applicable Laws in the country or countries in which they reside, operate, or conduct business, as well as all applicable Laws of Canada and the United States. It is the sole responsibility of the Reseller to ensure their compliance with local, regional, and international regulations, including but not limited to advertising, consumer protection, taxation, data privacy, and e-commerce laws. Supplier shall not be held liable for any legal actions, fines, or penalties incurred by the Reseller as a result of non-compliance with any such Laws.

## **ARTICLE XII**

### **Intellectual Property Rights**

**Section 12.01 Ownership.** Subject to the express rights and licences granted by Supplier in this Agreement, Reseller acknowledges and agrees that:

- (a) any and all Supplier's Intellectual Property Rights are the sole and exclusive property of Supplier or its licensors;

- (b) Reseller shall not acquire any ownership interest in any of Supplier's Intellectual Property Rights under this Agreement;
- (c) any goodwill derived from the use by Reseller of Supplier's Intellectual Property Rights enures to the benefit of Supplier or its licensors, as the case may be;
- (d) if Reseller acquires any Intellectual Property Rights in or relating to any product (including any Product) purchased under this Agreement (including any rights in any Trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Supplier or its licensors, as the case may be, without further action by either Party; and
- (e) Reseller shall use Supplier's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and only in accordance with this Agreement and the instructions of Supplier.
- (f) Resellers and End Users may not use the "UBC / Ultimate Branding Course" name, logo, or branding to create, promote, or sell their own products or services, including supplementary or complementary materials.

**Section 12.02 Supplier's Trademark Licence Grant.** This Agreement does not grant either Party the right to use the other Party's or their Affiliates' Trademarks except as set out under this Section 12.02. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Reseller a non-exclusive, non-transferable and non-sublicensable licence to use Supplier's Trademarks solely on or in connection with the promotion, advertising and resale of the Products in accordance with the terms and conditions of this Agreement. Reseller will promptly discontinue the display or use of any Trademark to change the manner in which a Trademark is displayed or used with regard to the Products when requested by Supplier. Other than the express licences granted by this Agreement, Supplier grants no right or licence to Reseller, by implication, estoppel or otherwise, to the Products or any Intellectual Property Rights of Supplier.

**Section 12.03 Prohibited Acts.** Reseller shall not:

- (a) take any action that interferes with any of Supplier's rights in or to Supplier's Intellectual Property Rights, including Supplier's ownership or exercise thereof;
- (b) challenge any right, title or interest of Supplier in or to Supplier's Intellectual Property Rights;
- (c) make any claim or take any action adverse to Supplier's ownership of Supplier's Intellectual Property Rights;
- (d) register or apply for registrations, anywhere in the world, for Supplier's Trademarks or any other Trademark that is similar to Supplier's Trademarks or that incorporates Supplier's Trademarks in whole or in confusingly similar part;

- (e) use any mark, anywhere, that is confusingly similar to Supplier's Trademarks;
- (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the products purchased under this Agreement (including Products) or any Supplier Trademark;
- (g) misappropriate any of Supplier's Trademarks for use as a domain name without prior written consent from Supplier; and
- (h) alter, obscure, or remove any of Supplier's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under this Agreement (including Products), marketing materials or other materials that Supplier may provide.
- (i) use the "UBC / Ultimate Branding Course" name, logo, or branding to create, promote, or sell their own products or services, including supplementary or complementary materials.

**Section 12.04 Supplier's Trademark Notices.** Reseller shall ensure that all Products sold by Reseller and all related quotations, specifications, and descriptive literature, and all other materials carrying Supplier's Trademark, are marked with the appropriate trademark notices.

#### **Section 12.04 Ownership of Contributed Materials**

By submitting, posting, or displaying any materials, including but not limited to videos, worksheets, marketing materials, or any other content (collectively, "Contributed Materials") to Supplier, whether as a member or non-member, you grant [Organization Name] a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute such Contributed Materials. This license exists for the full term of any rights that may exist in such material.

Furthermore, you expressly acknowledge and agree that once Contributed Materials are submitted to Supplier, they shall become the property of Supplier to use at its sole discretion, including but not limited to inclusion in its courses or marketing efforts. This ownership is irrevocable and you waive any rights to recall or withdraw any materials once they have been incorporated into the courses or used in connection with the activities of Supplier. If you do not agree to these terms, you should refrain from submitting any materials.

### **ARTICLE XIII**

#### **Confidentiality**

**Section 13.01 Protection of Confidential Information.** From time to time, Supplier (as "**Disclosing Party**") may disclose or make available to Reseller (as "**Receiving Party**") information about its business affairs, goods and services, confidential information and materials comprising or relating to Intellectual Property Rights, Trade Secrets, third-party confidential information, personal information of End Users and other sensitive or proprietary information;

such information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this ARTICLE XIII by Receiving Party or any of its Representatives;
- (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source; provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was known by or in the possession of Receiving Party or its Representatives before being disclosed by or on behalf of Disclosing Party;
- (d) was or is independently developed by Receiving Party without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information; or
- (e) must be disclosed under applicable Law. Receiving

Party shall of such Confidential Information:

- (i) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (ii) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (iii) not disclose any such Confidential Information to any Person, except to Receiving Party's Representatives who must know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

Receiving Party shall be responsible for any breach of this ARTICLE XIII caused by any of its Representatives. The provisions of this ARTICLE XIII shall survive termination or expiration of this Agreement for any reason for a period of one (1) year after such termination or expiration.

In the event of any conflict between the terms and provisions of this ARTICLE XIII and those of any other provision in this Agreement, the terms and provisions of this ARTICLE XIII will prevail.

**ARTICLE XIV**  
**Representations and Warranties**

**Section 14.01 Reseller's Representations and Warranties.** Reseller represents and warrants to Supplier that:

- (a) it is duly licensed or registered to carry on business in every jurisdiction in which such qualification is required for purposes of this Agreement;
- (b) it has all necessary power and capacity to enter into this Agreement, to grant the rights and licences granted under this Agreement and to perform its obligations under this Agreement;

**Section 14.02 Warranty Limitations.** Limited Warranties do not apply where the Product:

- (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Supplier;
- (b) has been reconstructed, repaired or altered by Persons other than Supplier or its authorized Representative; or
- (c) has been used with any Third-party Product, hardware or product that has not been previously approved in writing by Supplier.

**Section 14.03 Warranties Disclaimer; Non-Reliance.** EXCEPT FOR THE LIMITED EXPRESS WARRANTIES, (A) NEITHER SUPPLIER NOR ANY PERSON ON SUPPLIER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER, INCLUDING ANY CONDITIONS OR WARRANTIES OF: (i) MERCHANTABILITY; OR (ii) FITNESS FOR A PARTICULAR PURPOSE; OR (iii) TITLE; OR (iv) NON-INFRINGEMENT; OR (v) PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE END USER REQUIREMENTS OR EXPECTATIONS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND (B) RESELLER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY SUPPLIER, OR ANY OTHER PERSON ON SUPPLIER'S BEHALF.

**Section 14.04 Third-Party Products.** Reseller acknowledges and agrees that Products purchased by Reseller under this Agreement may not contain, nor be contained in, nor incorporated into, attached to or packaged together with the products manufactured by a third party (the "**Third-Party Products**"). Third-Party Products are not covered by the Limited Warranty. For the avoidance of doubt, Supplier makes no representations, conditions, or warranties regarding any Third-Party Products.



## **ARTICLE XV**

### **Indemnification**

**Section 15.01 Reseller General Indemnification.** Subject to the terms and conditions of this Agreement, Reseller (as "**Reseller Indemnifying Party**") shall indemnify, hold harmless, and defend Supplier and its parent, officers, directors, partners, shareholders, employees, agents, affiliates, successors and permitted assigns (collectively, "**Supplier Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, Actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, the "**Losses**"), arising out of or relating to any Claim of a third party:

- (a) relating to a breach or non-fulfilment of any representation, condition, warranty or covenant under/representation, condition or warranty set out in this Agreement by Reseller Indemnifying Party or Reseller Indemnifying Party's Personnel;
- (b) alleging or relating to any negligent act or omission of Reseller Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
- (c) relating to a purchase of a Product by any Person purchasing directly or indirectly through Reseller Indemnifying Party and not directly relating to a claim of Limited Warranty breach.

## **ARTICLE XVI**

### **Limitation of Liability**

**Section 16.01 No Liability for Consequential or Indirect Damages.** IN NO EVENT IS SUPPLIER OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT RESELLER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY

(CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**Section 16.02 Maximum Liability for Damages.** IN NO EVENT SHALL SUPPLIER'S LIABILITY FOR EACH CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIMES THE TOTAL OF THE AMOUNTS PAID TO SUPPLIER UNDER THIS AGREEMENT. THE FOREGOING

LIMITATIONS APPLY EVEN IF THE SUPPLIER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## **ARTICLE XVII**

### **Miscellaneous**

#### **Section 17.01     Entire Agreement.**

- (a) Subject to ARTICLE IV, this Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions and warranties, both written and oral, regarding such subject matter.

**Section 17.02     Notice.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at the email address last used by them.

**Section 17.03     Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means the agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means the statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set out verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian currency.

**Section 17.04     Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**Section 17.05     Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 17.06 Amendment and Modification.** The Supplier may amend or modify this Agreement in writing at any point in time at its sole and absolute discretion.

**Section 17.07 Waiver.**

- (a) No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.
- (b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.
- (c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
  - (i) any failure or delay in exercising any right, remedy, power or privilege, or in enforcing any condition under this Agreement; or
  - (ii) any act, omission, or course of dealing between the Parties.

**Section 17.08 Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at Law, in equity, in any other agreement between the Parties or otherwise.

**Section 17.09 Equitable Remedies.** Reseller acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under ARTICLE XIII would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Reseller of any of these obligations, Supplier shall, in addition to any and all other rights and remedies that may be available to Supplier at Law, at equity or otherwise in respect of this breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages do not afford an adequate remedy.

**Section 17.10 Assignment.** Reseller may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supplier.

**Section 17.11 Successors and Assigns.** This Agreement is binding on and enures to the benefit of the Parties and their respective permitted successors and permitted assigns.

**Section 17.12 No Third-Party Beneficiaries.**

- (a) This Agreement benefits solely the Parties and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers

on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 17.13 Governing Law.** This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto [and all matters arising out of or relating to this Agreement] are governed by and construed in accordance with the Laws of the Province of Ontario, and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the Province of Ontario. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**Section 17.14 Dispute Resolution and Arbitration Clause.** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through confidential binding arbitration in accordance with the rules of the applicable jurisdiction. Arbitration shall take place in Ontario, Canada, unless otherwise mutually agreed upon in writing. Each Party shall bear its own legal fees, costs, and expenses.

Reseller agrees to waive any right to participate in a class action, class arbitration, or other representative action against Supplier. All claims must be brought in an individual capacity only and may not be consolidated with any claims of other individuals.

This clause does not limit the Supplier's right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or to enforce compliance with this Agreement.

**Section 17.15 Survival of terms.** The provisions of this Agreement that by their nature should survive termination shall remain in effect, including but not limited to confidentiality, intellectual property, indemnification, limitations of liability, and dispute resolution.

**Section 17.16 Acceptance of Terms.**

By purchasing any product, enrolling in any program, or participating in any capacity as a **Reseller** (as defined in this Agreement) of **Ultimate Branding Course Inc.** and/or **Ultimate Branding Course LLC**, you acknowledge and agree that your participation constitutes automatic acceptance of the terms and conditions of this Agreement, regardless of whether you have signed it in writing.

This Agreement applies in full upon purchase and/or participation in any UBC-related course, community, or affiliate program. Your continued participation or use of our services confirms your agreement to be bound by all current and future terms herein. If you do not agree, you must cease all use and participation immediately.