

## **BONUS AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (ONTARIO)**

**THIS AGREEMENT** is made as of the 12th day of December, 2025.

### **BETWEEN:**

**Hay Communications Co-operative Limited**

a corporation incorporated under the laws of the Province of Ontario  
(the "Company")

### **AND:**

**Marcel Gelinas** of the Municipality of Bluewater, Ontario  
(the "Employee")

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### **1. Purpose of Agreement**

The Company wishes to provide the Employee with a bonus payment in exchange for the assignment of all rights, title, and interest in certain software and related intellectual property created by the Employee during the course of their employment in Ontario.

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### **2. Bonus Payment**

2.1 The Company wishes to pay the Employee a one-time bonus in the amount of **\$5,000.00** (the "Bonus").

2.2 The Bonus will be paid prior to December 31, 2025.

2.3 The Bonus is subject to all required statutory deductions in accordance with the *Income Tax Act (Canada)* and the *Employment Standards Act, 2000 (Ontario)* ("ESA").

2.4 The Employee acknowledges that the Bonus is not considered wages under the ESA once paid in full and does not create any entitlement to future bonuses or compensation.

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### **3. Ownership and Assignment of Intellectual Property**

3.1 The Employee acknowledges and agrees that all software, source code, executable code, designs, scripts, documentation, algorithms, databases, and other work product (collectively, the "Software") created or developed during working hours, using Company resources, or within the scope of the Employee's employment are the exclusive property of the Company.

3.2 To the extent any intellectual property rights in the Software do not automatically vest in the Company under common law or the *Copyright Act (Canada)*, the Employee hereby irrevocably assigns to the Company all rights, title, and interest in the Software, including all moral rights to the fullest extent permitted by Canadian law.

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#### **4. Transfer of Code, Documentation, and Access**

4.1 The Employee is in the process of transferring all code and related documents to Company owned servers. By December 31, 2025 the Employee shall provide to the Company:

- All source code and executable code for the Software;
- All design, technical, and architectural documentation;
- All development notes, instructions, and support materials;
- All passwords, repository links, access credentials, and build/deployment tools;
- All third-party components, libraries, and licensing details used in the Software.

4.2 The Company and the Employee acknowledge that this code and related information is still in the development stage and will continue to be updated over the course of the coming months. Future updates and supporting documents will be stored on Company designated facilities.

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#### **5. Cooperation and Transition Support**

5.1 The Employee agrees to provide reasonable cooperation following the transfer to assist with clarification or technical questions regarding the Software.

5.2 Where the Employee becomes no longer employed at the Company, such cooperation shall be compensated at a mutually agreed rate and is not considered unpaid labour under the ESA.

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#### **6. Confidentiality**

6.1 The Employee acknowledges that all Company information is confidential and agrees not to use or disclose such information except as authorized. This obligation continues following the end of employment, consistent with common law duties of loyalty and confidence.

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## 7. Confidentiality of Bonus and Software

7.1 The Employee agrees that the payment of a bonus, the Bonus amount, and all terms of this Agreement are strictly confidential and may not be disclosed except:

- as required by law;
- to the Employee's legal or financial advisors (who must also keep the information confidential); or
- with prior written consent from the Company.

7.2 The Employee agrees that all aspects of the Software, including architecture, code, documentation, structure, and proprietary concepts, are confidential and shall not be disclosed or used for any purpose other than fulfilling this Agreement.


7.3 These confidentiality obligations survive termination of this Agreement and termination of employment.

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## 8. No Further Compensation

The Employee acknowledges that the Bonus is full and final consideration for the assignment of intellectual property rights in the Software, and no additional compensation, royalties, or claims shall arise from the Software's use or commercialization.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

<b>Marcel Gelinas</b>  Signature: _____  Date: _____	<b>Hay Communications Co-operative Limited</b>  Per:  Name: Angela M. Lawrence Title: General Manager Date: December 12, 2025
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## **SCHEDULE A – DESCRIPTION OF SOFTWARE**

The Software assigned to the Company consists of all components, code, documentation, and materials related to the **ACS (Auto Configuration Server) Platform for Provisioning and Configuration**, including:

### **1. Overview**

A server-based management system that provisions, configures, monitors, and automates deployment and lifecycle management of customer-premises equipment (CPE).

### **2. Core Components**

- Provisioning engine for device activation and deployment
- Remote configuration management tools
- TR-069 or other supported communication protocol implementations
- Monitoring and reporting dashboards
- Automation scripts and workflow logic
- Administrative user interface and/or API endpoints
- Database schemas and data storage structures

### **3. Included Materials**

- Source code and compiled binaries
- All design, architectural, and technical documentation
- Access credentials, repositories, and development environments
- Third-party components and licensing information

### **4. Intended Use**

Internal Company use for provisioning, configuration, and monitoring of network equipment. Nothing shall prohibit the company from selling access to this system to third parties without added compensation to the employee.

### **5. Confirmation**

The Employee confirms that this schedule accurately describes the Software being assigned.

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