

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** (hereinafter referred to as the "Agreement") is made on ____ day of _____, 20____ (hereinafter referred to as the "Effective Date"), by and between:

Matthias Fiedler, an individual, of **Level 1, 6 Johnsonville Road, Johnsonville, Wellington 6037, New Zealand**; Email: onboarding@realestatematching24.com (here simply referred as the "Assignee");

AND

_____, an individual, residing at _____; Email: _____ (hereinafter referred to as "Assignor")

BACKGROUND

- A. The Assignee operates a real estate and digital marketing business and may, from time to time, engage the Assignor in the capacity of a freelancer, contractor, employee, or consultant to perform creative, technical, or professional services, including but not limited to the design, development, or creation of websites, applications, marketing materials, written content, or other deliverables.
- B. In the course of such engagement, the Assignor may create or contribute to works, materials, or deliverables that embody intellectual property, including written, graphic, digital, or technical content.
- C. The Assignee desires to ensure that it owns all intellectual property rights, title, and interest in and to all such Works created or developed by the Assignor for or on behalf of the Assignee, including any and all future Works produced during the term of the Assignor's engagement, and the Assignor is willing to assign such rights to the Assignee on the terms set forth herein.
- D. The Parties acknowledge that this Agreement sets out the terms and conditions under which the Assignor assigns, transfers, and conveys all intellectual property rights in and to the Works to the Assignee, ensuring that the Assignee is and remains the sole and exclusive owner of such rights.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:

1. DEFINITIONS

- A. **Definitions:** For the purposes of this Agreement, the following terms will have the meanings set out below:
 - i. **Agreement:** Means this Intellectual Property (IP) Assignment Agreement, including all amendments or addenda executed in writing between the Parties.
 - ii. **Assigned Rights:** Means all present and future rights, title, and interest in and to the Works, including all intellectual property rights, such as copyright, design rights, database rights, trade secrets, patents, trademarks, inventions, and all similar or equivalent rights anywhere in the world, whether registered or unregistered.
 - iii. **Assignor:** Means the individual or business entity identified in this Agreement as the party assigning its rights in and to the Works to the Assignee.
 - iv. **Assignee:** Means Matthias Fiedler, an individual, with address stated above, including his successors, assigns, and affiliates.
 - v. **Confidential Information:** Means any non-public information, materials, data, documents, records, or communications disclosed by the Assignee to the Assignor that relate to its business, operations, clients, partners, financial affairs, marketing, or technology, whether disclosed orally, in writing, electronically, or otherwise. For the avoidance of doubt, the definition of "**Confidential Information**" shall include, and be consistent with, the meaning assigned to that term in the **Non-Disclosure Agreement (NDA)** executed or to be executed between the Parties, and all obligations of confidentiality under that NDA shall continue to apply in full to this Agreement.
 - vi. **Engagement:** Means any form of professional, employment, freelance, or contractual arrangement between the Assignor and the Assignee, whether ongoing, project-based, part-time, or full-time, under which the Assignor performs services or creates Works for or on behalf of the Assignee.
 - vii. **Intellectual Property Rights:** Means all rights in and to inventions, patents, utility models, designs, trade and service marks, trade names, domain names, database rights, copyright, moral rights, trade secrets, know-how, and other intellectual or industrial property rights, whether registered or unregistered, and all applications for registration, renewals, or extensions of such rights anywhere in the world.
 - viii. **Moral Rights:** Means the rights of an author recognised under the Copyright Act 1994 (New Zealand), including the right to be identified as the author of a work, the right to object to derogatory treatment of the work, and the right not to have a work falsely attributed to another person, together with any equivalent or similar rights existing under the laws of any other jurisdiction.



- ix. **Parties:** Means collectively the Assignor and the Assignee as identified in this Agreement, and “Party” shall be construed accordingly.
- x. **Works:** Means all works, materials, deliverables, designs, documents, content, graphics, source code, software, databases, inventions, writings, creative materials, or other items created, developed, written, designed, or produced by the Assignor, whether alone or jointly with others, for or on behalf of the Assignee during the course of or in connection with the Engagement, including all drafts, updates, adaptations, and derivative works.
- xi. **Writing or Written:** Means any communication recorded in legible form, including by letter, email, or other electronic means.

B. Interpretation: The following rules of interpretation apply to this Agreement:

- i. **Headings:** Headings are for convenience only and do not affect the meaning or interpretation of this Agreement.
- ii. **Singular and plural:** Words in the singular include the plural and vice versa, and words indicating a gender include all genders.
- iii. **Including:** The word “including” means “including without limitation”.
- iv. **Contra Proferentem:** The rule of construction that any ambiguity in an agreement will be interpreted against the party who drafted it does not apply to this Agreement.

2. TERM

This Agreement shall commence on the Effective Date and shall continue for the duration of the Assignor’s engagement, employment, or contractual relationship with the Assignee, unless terminated earlier by mutual written agreement. The assignment of rights under this Agreement shall be irrevocable and shall survive the termination or expiry of the engagement. All rights, title, and interest in the Works assigned to the Assignee under this Agreement shall remain permanently vested in the Assignee, and no reversion or expiration of rights shall occur upon termination of this Agreement or the underlying engagement.

The provisions of this Agreement which by their nature are intended to survive termination, including clauses relating to assignment of rights, confidentiality, indemnity, warranties, and governing law, shall continue in full force and effect notwithstanding such termination.

3. ASSIGNMENT OF RIGHTS

- a) **Consideration:** In consideration of the fees, payments, or other valuable consideration provided by the Assignee to the Assignor under this Agreement or in connection with their engagement, the Assignor hereby irrevocably assigns, transfers, and conveys to the Assignee, with full title guarantee and free from all encumbrances, all present and future rights, title, and interest in and to the Works, including all Intellectual Property Rights subsisting in them, whether created before or after the Effective Date, and whether completed or in progress.
- b) **Scope of Assignment:** This assignment extends to all drafts, versions, updates, enhancements, adaptations, and derivative works of the Works, regardless of their form or medium. The rights assigned include all rights of reproduction, distribution, communication to the public, display, performance, adaptation, translation, and any right to register, claim authorship, or ownership of the Works, together with all rights to bring, defend, or settle legal proceedings concerning infringement or misuse of such rights.
- c) **Future Works:** To the extent that any Works are not yet in existence at the Effective Date, this clause shall operate as a present agreement to assign such rights to the Assignee, which assignment shall automatically take effect immediately upon the creation of each such Work. The assignment applies to all Works that the Assignor may create, develop, design, or produce for or on behalf of the Assignee during the term of their engagement, employment, or contractual relationship, without the need for any further act, deed, or documentation. For the avoidance of doubt, this clause shall operate as an immediate assignment of existing Works and as a present agreement to assign future Works.
- d) **Ownership and Control:** From the moment of creation, all Works shall be deemed the sole and exclusive property of the Assignee. The Assignor acknowledges that they shall have no further rights, title, or interest in or to any Work created for the Assignee, and that all rights therein shall vest absolutely in the Assignee. The Assignee shall have the unrestricted right to use, reproduce, modify, adapt, publish, distribute, license, sell, or otherwise exploit the Works, in whole or in part, anywhere in the world, in any form, and by any means, now known or later developed.
- e) **Definition of Works:** For the purposes of this Agreement, Works shall include all materials created during the course of the Assignor’s engagement that relate to, arise from, or are capable of use in the Assignee’s business, activities, or projects, whether created at the Assignee’s request or on the Assignor’s own initiative.
- f) **No Reversion or Termination:** The Assignor agrees that the rights assigned under this Agreement are absolute and irrevocable and shall not revert to the Assignor under any circumstances, including termination or expiry of the Assignor’s engagement, employment, or relationship with the Assignee.
- g) **Residual Rights:** Nothing in this Agreement shall prevent the Assignor from using their general professional skills, experience, and know-how gained during the course of engagement with the



Assignee, provided that such use does not involve the disclosure or use of the Assignee's Confidential Information or any part of the Works. For the avoidance of doubt, the Assignor shall not claim ownership of, or reuse, any specific material, design, software, or deliverable created for the Assignee.

h) Non-Use and Non-Exploitation: The Assignor shall not, without the prior written consent of the Assignee, use, reproduce, adapt, modify, distribute, disclose, sell, license, or otherwise exploit any of the Works, or any part thereof, for their own benefit or for the benefit of any third party. The Assignor further agrees not to create or develop any materials, products, or services that are substantially similar to or derived from the Works or that may compete, directly or indirectly, with the Assignee's business or projects. Any unauthorised use of the Works by the Assignor shall constitute a material breach of this Agreement and an infringement of the Assignee's intellectual property rights.

4. MORAL RIGHTS WAIVER

The Assignor irrevocably waives, to the fullest extent permitted by law, all moral rights that they may have in connection with the Works, including without limitation the right to be identified as the author of any Work and the right to object to any derogatory treatment, amendment, modification, adaptation, or use of the Works. The Assignor further agrees not to assert any moral rights in the Works against the Assignee or any of its licensees, assigns, or successors in title, and consents to the Assignee's full and unrestricted use, modification, and exploitation of the Works in any form and for any purpose, whether or not such use constitutes alteration or distortion of the original Work.

5. FURTHER ASSURANCE

The Assignor must, at the request and expense of the Assignee, promptly execute and deliver all such documents and perform all such acts as the Assignee may reasonably require to confirm, perfect, or record the assignment of rights under this Agreement, including assisting in the registration, renewal, or enforcement of any Intellectual Property Rights in any jurisdiction. This obligation shall continue even after the termination or expiry of the Assignor's engagement with the Assignee.

6. WARRANTIES AND REPRESENTATIONS

- a) Ownership and Authority:** The Assignor warrants that they are the sole creator, author, and owner of the Works and that they have full right, power, and authority to enter into this Agreement and to assign the rights granted herein to the Assignee without violating any other agreement or obligation.
- b) Originality of Works:** The Assignor warrants that all Works created for or on behalf of the Assignee are original and have not been copied, wholly or in part, from any third party or preexisting work unless such material is lawfully licensed or authorised for use and assignment to the Assignee.
- c) No Infringement:** The Assignor warrants that the creation, use, publication, reproduction, or exploitation of the Works by the Assignee will not infringe any copyright, patent, trade mark, design, database right, confidentiality obligation, or other intellectual property or proprietary right of any third party.
- d) No Encumbrances:** The Assignor warrants that the Works are free from any liens, charges, encumbrances, or third-party claims and that no licence, consent, or approval from any third party is required for the Assignee to exercise its rights under this Agreement.
- e) Pre-Existing Materials:** If any part of the Works incorporates pre-existing materials owned by the Assignor or licensed from a third party, the Assignor must clearly identify such materials in writing before use and must grant, or procure the grant of, to the Assignee a perpetual, worldwide, royalty-free licence to use, modify, and sub-license such materials as part of the Works.
- f) Continuing Obligation:** These warranties and representations shall survive the termination or expiry of this Agreement and shall remain in full force and effect thereafter.

7. INJUNCTIVE RELIEF

The Assignor acknowledges that any breach of this Agreement may cause irreparable harm to the Assignee for which monetary damages would be inadequate. Accordingly, the Assignee shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law.

8. INDEMNITY

The Assignor shall indemnify and hold harmless the Assignee and their agents, representatives, and advisers from and against all losses, damages, liabilities, costs, and expenses (including all legal, professional, and enforcement costs and expenses incurred in investigating, defending, or settling any such claim or enforcing this indemnity) arising out of or in connection with any breach of this Agreement, any inaccuracy in the Assignor's warranties or representations, or any claim by a third party alleging that the Works, or the Assignee's reproduction, adaptation, modification, storage, transmission, distribution, licensing, or commercial exploitation of the Works, infringe any intellectual property or other proprietary rights. This indemnity shall apply to all acts or omissions occurring during the term of the Assignor's engagement, regardless of when any claim is made or loss is suffered, and shall be in addition to, and shall not limit, any other rights or remedies available to the Assignee under law, equity, or contract. This indemnity shall survive the termination or expiry of this Agreement in perpetuity.

9. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of **New Zealand**. The Parties irrevocably agree that the courts of **Wellington, New Zealand**, shall have exclusive jurisdiction to hear and determine any dispute, claim, or matter arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination. Each Party waives any objection to the jurisdiction of such courts on the grounds of venue or forum non conveniens.

10. NOTICE

Any notice or other communication under this Agreement must be in writing and shall be deemed duly given when delivered personally, sent by pre-paid recorded delivery post, reputable courier service, or by email (with confirmation of transmission). A notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if sent by recorded delivery post or courier, at 9:00 a.m. on the second Business Day after posting; and (c) if sent by email, at the time of transmission, provided that such transmission occurs between 9:00 a.m. and 5:00 p.m. (local time at the recipient's place of business) on a Business Day, failing which it shall be deemed received at 9:00 a.m. on the next Business Day. The Parties agree and consent, for the purposes of any applicable civil law or procedural rule, that service of notices and communications by email shall be valid and effective.

- **To Assignee:** Notices to the Assignee shall be sent to its business address at **Level 1, 6 Johnsonville Road, Johnsonville, Wellington 6037, New Zealand**, or by email to onboarding@realestatematching24.com, or to such other address or email as may be notified in writing from time to time.
- **To Assignor:** Notices to the Assignor shall be sent to their address or email specified in this Agreement, or to such other address or email as may be notified in writing from time to time.

For the purpose of this clause, 'Business Day' means any day other than a Saturday, Sunday, or public holiday in New Zealand when banks in Wellington are open for business.

11. RELATIONSHIP

Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, employment, or fiduciary relationship between the Assignee and the Assignor, unless otherwise agreed in writing.

12. NO THIRD-PARTY RIGHTS:

This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns. No person or entity other than the Parties shall have any rights, benefits, or remedies under or in connection with this Agreement, whether pursuant to the Contract and Commercial Law Act 2017 (New Zealand) or otherwise.

13. BINDING EFFECT AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Assignee and the Assignor, as well as their respective successors, assigns, heirs, and legal representatives. The Assignor may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee. Any attempted assignment or transfer without such consent shall be null and void. The Assignee reserves the right to assign its rights and obligations under this Agreement without restriction.

14. WAIVER

No failure, delay, or omission by the Assignee in exercising any right, power, or remedy under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power, or remedy prevent any further exercise of it or the exercise of any other right, power, or remedy. Any waiver must be in writing and signed by the Assignee to be effective, and such waiver shall apply only to the specific instance and purpose for which it is given.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court or competent authority, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted without affecting the validity and enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, understandings, or agreements, whether written or oral, relating to the same subject. No modification, amendment, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and signed by both Parties. Each Party acknowledges that they have not relied on any statement, promise, or representation made or given by or on behalf of the other Party that is not expressly set out in this Agreement.

17. COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including scanned copies, PDF, or through secure digital signature platforms, shall be deemed valid and binding as if they were original handwritten signatures, and the Parties expressly consent to the use of such digital execution methods.

18. INDEPENDENT LEGAL ADVICE

The Assignor acknowledges that they have had the opportunity to seek and obtain independent legal advice before signing this Agreement. The Assignor confirms that they fully understand the terms, conditions, and restrictions contained herein, that they are entering into this Agreement voluntarily, and that no representations or promises have been made to them other than those expressly set out in this Agreement. The Assignor further acknowledges that any failure to obtain independent legal advice shall not be used as a ground to challenge the validity or enforceability of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED:

Executed as an Agreement

For the Assignee

SIGNATURE: _____

Name: Matthias Fiedler **Title:**

Date:

By the Assignor

SIGNATURE: _____ **Name:**

Date: