MERIT-POINT-BASED-SYSTEM COLLABORATION AGREEMENT (MPBSCA)

Parties:
Company: LOVAITHOPE STUDIOS CORP. (hereinafter referred to as "the Company"), a corporation organised and existing under the laws of British Columbia, Canada.

Collaborator & Nature of Collaboration:
The parties agree that the relationship established by this agreement is one of collaboration. The Collaborator acknowledges that they are not employees of the Company, but rather entirely separate entities entering into a collaborative arrangement. It is expressly understood that this collaboration does not constitute an employment relationship, and the Collaborator shall not be entitled to employee benefits, compensation, or any rights typically associated with employment. The Company and the Collaborator affirm their mutual understanding that this Agreement governs a collaborative partnership for the development of interactive entertainment products.

Company Background:
The Company is engaged in the business of developing and publishing interactive entertainment, including video games, mobile applications, and digital media content. Additionally, the Company offers various entertainment-related products and services, such as merchandise sales, digital downloads, and event organisation, and the Collaborator is desirous of providing services to the Company on the terms and conditions set forth herein.

Agreement:
Section 1. Engagement:
The Company hereby engages the Collaborator, and the Collaborator accepts engagement, to perform services for the Company, subject to the terms and conditions of this Agreement.

Initials: ________

Section 2. Merit-Based Task Allocation:
The Company shall allocate tasks to the Collaborator based on a merit-point-based-system. Each task assigned to the Collaborator shall have a specified number of merit points assigned to it. These points shall be awarded upon completion of the task and signed off by the Director. The merit points accumulated by the Collaborator shall determine the number of shares allotted to them.

Section 3. Task Acceptance and Completion:
“Acceptance”: The Collaborator shall have the option to accept or decline tasks assigned to them. Upon acceptance of a task, the Collaborator shall be responsible for its completion.

“Drop”: If the Collaborator finds that they cannot complete a task for any reason, they may drop the task, and no merit points shall be awarded.

“Completion”: Once a task is completed by the Collaborator and signed off by the Director, the Collaborator shall be awarded the corresponding merit points.

“Imported”: Upon completion and sign off, the Collaborator's completed tasks, including task code, files, art, design, effects, legality-related information, or any other form of change to what is being developed, shall be imported into the Company's database for future reference and complete Company ownership and rights to the works created by Collaborators.

Section 4. Shares Allocation (Merit-Point-Based-System)
4.1 Merit-Point-Based-System (MPBS):
The Company shall implement a Merit-Point-Based-System (MPBS) for task allocation, wherein tasks assigned to Collaborators shall accrue merit points upon successful completion and be signed off by the Director.

Initials: ________

4.2 Competitive Allocation of product or service shares:
Collaborators shall engage in a competitive field to earn merit points through the MPBS. The total shares allotted to Collaborators, constituting up to 49% of the shares of the product or service, shall be distributed based on the competitive accumulation of merit points. The MPBS shall allow for the redistribution of shares among Collaborators, ensuring that shares are taken from those with lower relative performance and allocated to those with higher relative performance. For instance, if Collaborator A earns 15 points for task completion and Collaborator B earns 16 points, the allocation of shares within the 49% set aside for Collaborators shall favour Collaborator B, with a higher share allocation due to their superior competitive performance and points earned. This redistribution ensures that Collaborators are incentivised to outperform their peers, leading to a dynamic and competitive work environment.

4.3 Flexibility in Share Allocation:
The Company will retain a fixed majority ownership of 51% in all products or services. The remaining 49% allocated to Collaborators may be adjusted (e.g., to 40%) only through mutual agreement between the Company and the Collaborators. Any adjustments to collaborator shares will be made in good faith and with the full consent of all parties involved.

4.4 Dynamic Updating of Shares:
The shares allocated to Collaborators and shall be regularly updated, whether on a daily, weekly, monthly, or yearly basis, to ensure that the distribution reflects the most current performance under the Merit-Point-Based-System (MPBS). This dynamic updating mechanism provides Collaborators with a visual representation of their stake in the ongoing success of the product or service shares, thereby maximising their potential profit from the shares.

Initials: ________

Section 4.5 – Merit-Point-Based System (DTICR)
To ensure fairness and transparency in the distribution of profits, all collaborators will be evaluated using the DTICR merit-based point system. Points are awarded based on five key criteria:

- **D – Task Difficulty:** Points based on the complexity and challenge level of the task.
- **T – Time Invested:** Points reflecting the total hours or effort put into completing the task.
- **I – Impact:** Points awarded based on the significance and influence of the work on the overall project.
- **C – Creativity:** Points given for originality, innovation, and problem-solving in the task execution.
- **R – Reliability:** Points reflecting consistency, meeting deadlines, and quality of deliverables.

Each completed task will be recorded in a contributor profile that includes:

- Collaborator Name and Role
- Task Title and Status (Assigned / Under Review / Completed / Rejected)
- Date Assigned and Deadline
- DTICR breakdown with corresponding points
- Total Merit Points Earned
- Number of Completed and Pending Tasks

All collaborators will have access to their personal DTICR records, which will serve as the basis for annual profit-sharing calculations (see Section 12). Merit point totals are cumulative and remain tied to the contributor even after exiting the project, unless disqualified due to breach of contract.

The DTICR system may be reviewed and revised if necessary, but any changes must be made in good faith, with **mutual agreement between the Company and at least 51% of active collaborators**, as determined through an official poll. This ensures the system remains fair, scalable, and aligned with the evolving needs of the project.

Section 5. Ownership Structure:
The Company shall hold 100% of the shares. Collaborators shall have the opportunity to earn up to 49% of the shares through the merit-point-based-system.

Initials: ________

Section 6. Confidentiality and Non-Disclosure Agreement:
The Collaborator agrees to maintain the confidentiality of all proprietary information, trade secrets, and other confidential materials disclosed by the Company, including but not limited to

1. Animation concepts, storylines, and plot details.
2. Source code, software, algorithms, and technical specifications.
3. Artwork, graphics, animations, and character designs.
4. Sound effects, music compositions, and voice recordings.
5. Marketing strategies, sales data, and customer information.
6. Financial records, budgets, and investment plans.
7. Customer surveys, feedback forms, and market research data.
8. Quality assurance reports, bug tracking logs, and testing procedures.
9. Product development roadmaps, feature prioritisation, and release schedules.
10. User interface designs, wireframes, and user experience prototypes.
11. Training modules, instructional videos, and educational materials.
12. Regulatory compliance manuals, industry standards, and certification documents.
13. Supplier agreements, service level agreements, and vendor performance metrics.
14. Social media strategies, engagement metrics, and community management plans.
15. Customer service protocols, escalation procedures, and support ticket logs.
16. Risk assessments, threat analyses, and vulnerability reports.
17. Intellectual property portfolio, including patents, trademarks, and copyrights.
18. Business plans, strategic initiatives, and competitive analyses.
19. Research and development projects, experiments, and findings.
20. Software tools, proprietary methodologies, and proprietary algorithms.
21. Project management methodologies, progress reports, and milestone schedules.
22. Employee records, personnel files, and HR policies.
23. Contractual agreements, partnership arrangements, and licensing terms.

Initials: ________

24. Corporate governance documents, board meeting minutes, and shareholder communications.
25. Trade secrets, know-how, and confidential processes.
26. Technology infrastructure, network architecture, and IT security measures.
27. Legal opinions, attorney-client communications, and litigation strategies.
28. Trade show presentations, demonstration scripts, and pitch decks.
29. Prototypes, samples, and physical product designs.
30. Non-public communications, emails, and internal memos.
31. Organizational charts, team structures, and reporting hierarchies.
32. Market forecasts, trend analyses, and future projections.
33. Incident reports, security breaches, and breach response plans.
34. Expansion plans, mergers, acquisitions, and divestitures.
35. Software licenses, subscriptions, and proprietary tools.
36. Environmental impact assessments, sustainability plans, and green initiatives.
37. Disaster recovery plans, business continuity strategies, and emergency protocols.
38. Data analytics, business intelligence reports, and performance metrics.
39. Strategic partnerships, joint ventures, and collaborative agreements.
40. Any other information designated by the Company as confidential.

The Collaborator shall use the Confidential Information solely to fulfil their obligations under this Agreement and shall take all reasonable precautions to prevent unauthorised disclosure, unauthorised access, or misuse of the Confidential Information, including implementing appropriate security measures, encryption protocols, access controls, and collaborator training programs.

Initials: ________

Section 7. Dispute Resolution Mechanisms, Severability Clause, Force Majeure Clause, Non-Solicitation Agreement, Indemnification Clause, Intellectual Property Rights, Confidentiality Obligations:

7.1 Dispute Resolution Mechanisms:
In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to mediation administered by a mutually agreed-upon mediator. If mediation is unsuccessful in resolving the dispute, either party may initiate arbitration by the rules of the Arbitration Act of British Columbia, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7.2 Severability Clause:
If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely achieves the original intent of the Agreement.

7.3 Force Majeure Clause:
Neither party shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is caused by events beyond their reasonable control, including but not limited to acts of God, war, terrorism, pandemics, government actions, natural disasters, labour disputes, or power failures. In such an event, the affected party shall promptly notify the other party and take reasonable steps to mitigate the effects of the force majeure event.

7.4 Non-Solicitation Agreement:
During the term of this Agreement and for seven months following its termination, or until the completion of ongoing updates of the product or service after its release, whichever comes later, the Collaborator agrees not to directly or indirectly solicit or attempt to solicit, hire, or engage any collaborators, clients, or customers of the Company for any purpose whatsoever, whether on behalf of themselves or any third party.

Initials: ________

7.5 Indemnification Clause:
Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party") from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement by the Indemnifying Party or the negligence or willful misconduct of the Indemnifying Party.

7.6 Intellectual Property Rights:
All intellectual property rights—including copyrights, trademarks, trade secrets, and patents—for any work created by the Collaborator under this Agreement shall belong exclusively to the Company. The Collaborator assigns all rights, title, and interest in such work to the Company and agrees to sign any documents needed to formalize this assignment.

Collaborators are permitted to showcase their contributions in personal portfolios and publicly identify themselves as the creators of their work. However, this right becomes effective only after the official release of the product or service to prevent early leaks or any impact on the Company's launch and profits. Both the Company and Collaborator hold exclusive rights to the work post-release.

7.7 Confidentiality Obligations:
The Collaborator acknowledges and agrees that all confidential Information disclosed by the Company is proprietary and confidential, and shall not be disclosed to any third party without the prior written consent of the Company. The Collaborator shall use the confidential Information solely to fulfil their obligations under this Agreement and shall take all reasonable precautions to prevent unauthorised disclosure.

Section 8: Termination
8.1 Termination by the Company:
The Company reserves the right to terminate this Agreement at any time, for any reason, by providing two weeks written notice to the Collaborator.

Initials: ________

8.2 Consequences of Termination:

Upon termination, the Collaborator's participation in the Merit-Point-Based-System will cease, and they will no longer be an active Collaborator, thus unable to earn additional merit points. However, the Collaborator will retain their current merit points even after termination. Additionally, for any reason, the Collaborator shall promptly return any Company property, documents, or materials in their possession and cease all use of Confidential Information belonging to the Company. Terminated collaborators will immediately lose access to all company systems and development tools.

8.3 Termination Due to Breach of Contract:

In the event of a material breach of this Agreement by the Collaborator, including but not limited to the violation of the Non-Disclosure Agreement (NDA) outlined in Section 6, the Company reserves the right to terminate this Agreement with immediate effect upon two weeks' written notice to the Collaborator.

Consequences of Breach Termination:

Upon termination due to breach of contract, the Collaborator shall forfeit any accrued merit points and shares and shall be ineligible to earn any further merit points under the Merit-Point-Based System. Additionally, the Collaborator shall promptly return any Company property, documents, or materials in their possession and cease all use of Confidential Information belonging to the Company, as outlined in Section 8.2.

No Further Participation in Merit Point-Based System:

Furthermore, the Collaborator shall be barred from participating in any future merit-point-based-systems implemented by the Company, including but not limited to any successor systems or programs.

Remedy for Breach:

The Company reserves the right to pursue any legal remedies available under applicable law for damages resulting from the breach of this Agreement by the Collaborator.

Initials: ________

8.4 Survival:
Sections 6 (Confidentiality and Non-Disclosure), 7 (Dispute Resolution Mechanisms and Severability Clause), and 8.2 (Consequences of Termination) shall survive the termination of this Agreement.

8.5 Knowledge and Asset Transfer:
Upon termination of this Agreement, the Collaborator agrees to facilitate a seamless transition of knowledge, including but not limited to code, files, and experience, to existing team members or designated individuals within the Company. The Collaborator shall provide necessary documentation and assistance to ensure the continuity of ongoing projects and operations. Failure to comply with this requirement may result in legal action by the Company to recover damages caused by the disruption of production of products or services.

Section 9: Jurisdiction and Compliance:
The parties agree that any disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts of the Province of British Columbia, Canada. The parties further acknowledge and agree to comply with all applicable laws of British Columbia in relation to this Agreement. In the event of translation of this Agreement into any other language, the English version shall prevail for legal interpretation and enforcement purposes.

Section 10: Definitions & Interpretation Addendum:
10.1 Definitions and Key Terms
For the purposes of this Agreement, the following terms shall have the meanings ascribed to them unless the context otherwise requires:

Collaborator: The individual entering into this Agreement, providing services to LOVAITHOPE STUDIOS CORP.
Company: Refers to LOVAITHOPE STUDIOS CORP., a legally registered entity under the laws of British Columbia, Canada, engaged in the development and distribution of interactive entertainment, including both products and services.
Task Allocation: The process through which tasks are assigned to the Collaborator based on the **Merit-Point-Based-System (MPBS)** and the **DTICR Task Generator**.

Initials: ________

Task Status Terms:
Assigned: The task has been allocated to the Collaborator or to all Collaborators.
Under Review: The task has been submitted and is awaiting evaluation by the Director or authorized signatory.
Completed: The task has been approved and signed off by the Director or authorized signatory.
Rejected: The task has been reviewed and determined not to meet requirements; no merit points are awarded.
Drop: The Collaborator voluntarily declines or discontinues a task; no merit points are awarded.

Collaborator's Signature / Acknowledgment: The Collaborator's agreement to the terms and conditions outlined in this Agreement, whether via electronic acknowledgment, digital signature, checkbox, typed name, or other form of consent.
Merit-Point-Based-System (MPBS): A system wherein tasks assigned to Collaborators accrue merit points upon successful completion and sign-off by the Director or authorized signatory.
DTICR Task Generator: An automated system used by the Company to assign tasks, determine task type, calculate DTICR points, and track task completion status.
Intellectual Property Rights: All rights associated with intellectual property created by the Collaborator during the term of the Agreement, which are exclusively assigned to the Company.
Confidential Information: Proprietary information, trade secrets, and other confidential materials disclosed by the Company to the Collaborator, including the S.I.M. Production Pipeline, DTICR systems, and any related internal processes.
Shares Allocation: Refers to the distribution of shares of products or services among Collaborators based on performance within the MPBS.
Non-Solicitation Agreement: The Collaborator agrees not to directly or indirectly solicit or attempt to solicit, hire, or engage any employees, clients, or customers of the Company during the term of the Agreement and for a specified period following its termination.
Dispute Resolution Mechanisms: Procedures to resolve disputes arising out of or relating to the Agreement, including negotiation, mediation, and arbitration.
Severability Clause: If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.

Initials: ________

Force Majeure Clause: Neither party shall be liable for failure or delay in performing obligations due to unforeseen circumstances beyond their control.
Indemnification Clause: Each party shall indemnify, defend, and hold harmless the other party from claims, liabilities, damages, losses, costs, and expenses arising from any breach of the Agreement or negligence.
Use of Separate Identification for Formalities Strengthening: The Collaborator shall provide valid identification, such as a government-issued ID or passport, to strengthen the formal execution of this Agreement.
Authorized Signatory: An individual authorized by the Company to sign and execute contracts on its behalf.

10.2 Interpretation of Foreign Laws

Furthermore, in cases where the laws of a foreign country differ from those of British Columbia, Canada, the Collaborator agrees that the foreign laws will be interpreted in a manner that aligns with the principles and intentions of this Agreement as understood within the legal framework of British Columbia, Canada.

Section 11: Company Ownership of Intellectual Property
11.1 Company Ownership:

The Collaborator acknowledges and agrees that all files, data, art, code, designs, effects, and any other work product created by the Collaborator during the term of this Agreement shall be the exclusive property of the Company. This includes but is not limited to:

1. code and scripts.
2. Art assets, including 2D and 3D graphics.
3. Design documents, including game mechanics and level layouts.
4. Sound effects, music compositions, and voice recordings.
5. Legal documents and compliance-related information.
6. Marketing materials and promotional content.
7. User interface designs and wireframes.
8. Training materials and instructional videos.
9. Intellectual property rights, including patents, trademarks, and copyrights.
10. Any other work product produced by the Collaborator in return for merit points and shares.

Initials: ________

11.2 Use of Company-Owned Materials:
The Collaborator agrees to use the Company-owned materials solely to fulfil their obligations under this Agreement. The Collaborator shall not reproduce, distribute, or disclose the Company-owned materials to any third party without the prior written consent of the Company.

11.3 Transfer of Ownership:
Upon completion and sign-off of any work product by the Director, the Collaborator hereby assigns to the Company all rights, title, and interest in and to the Company-owned materials. The Collaborator agrees to execute any documents necessary to effectuate such assignment, including but not limited to copyright assignments, patent assignments, or any other legal documents required by the Company.

11.4 Compensation:
In exchange for the creation of company-owned materials, the Collaborator shall earn merit points as outlined in Section 4 of this Agreement. The merit points accrued by the Collaborator shall determine the number of shares allotted to them, as per the Merit-Point-Based-System (MPBS) described in Section 4.

Section 12: Distribution of Profits
12.1 Timing of Distribution:
Profits will be distributed once per year (at the 1-year mark) for up to 10 years, starting one year after the product or service is released. Each collaborator will receive a share based on their accrued merit points, as outlined in Section 4.1 of the Merit-Point-Based System (MPBS).

Initials: ________

12.2 Distribution Until 1-Year Mark:
Until the 1-year mark from the product or service release, profits generated from sales, downloads, or other revenue streams shall not be distributed among Collaborators unless otherwise agreed upon by both parties in a separate document. Instead, Collaborators' entitlement to profits shall be deferred until the 1-year mark. At the 1-year mark from the product or service release, profits shall be distributed among Collaborators based on their merit points and shares earned during the development phases. The Company shall retain the right to allocate funds as necessary for updates, bug fixes, and patches to ensure the ongoing quality and performance of the product or service. These allocations shall be made in a manner consistent with the Company's discretion. Collaborators acknowledge that their entitlement to profits may be affected by such allocations, as deemed necessary by the Company for the ongoing maintenance and improvement of the product or service.

12.3 Profits Beyond 10-Year Mark:
After the 10-year mark and distribution of profits from the product or service release, all future profits generated from sales, downloads, and other revenue streams shall be retained by

the Company. Collaborators shall not be entitled to further distributions of profits beyond this point.

12.4 Adjustment of Distribution:
The Company reserves the right to adjust the distribution of profits as necessary to account for changes in the Merit-Point-Based-System (MPBS), updates to the share allocation, or other relevant factors that may affect the distribution process. Any adjustments shall be made fairly and in good faith.

12.5 Collaboration Continuation:
Collaborators acknowledge and agree that their participation in the distribution of profits is contingent upon their adherence to the terms and conditions of this Agreement, including but not limited to confidentiality obligations, non-solicitation agreements, and compliance with Company policies and procedures.

Initials: ________

Section 13: Continuation of Obligations Upon Departure

13.1 Continuation of Agreement Terms:

Even upon the Collaborator's decision to leave or discontinue collaboration with the Company while retaining merit points and shares, the Collaborator hereby agrees to uphold all remaining terms and conditions as specified within this Agreement. Failure to comply with these terms may disrupt the Company's production continuity and may result in legal action by the Company to enforce the contract and seek damages.

13.2 Knowledge and Asset Transfer:

Furthermore, the Collaborator agrees that in the event of their departure, whether voluntary or involuntary, they will continue to facilitate a seamless transfer of knowledge, including but not limited to code, files, and experience, to existing team members or designated individuals within the Company. This transfer shall be conducted by the guidelines outlined in Section 8.5 of this Agreement.

13.3 Non-Adherence Consequences:

Failure to comply with the continuation of obligations outlined in this section may result in legal action by the Company to enforce the terms of the agreement and recover damages caused by disruptions in production or services.

13.4 Documentation of Departure:

In the event of the Collaborator's departure from the Company, whether voluntary or involuntary, the Collaborator agrees to provide written notification to the Company indicating the reasons for their departure and the effective date thereof. This written notification shall be submitted to the Company's designated representative no later than three (3) weeks before the intended departure date. Failure to provide such written notification may result in additional consequences as determined by the Company either in loss of the collaborators merit points accumulated or legal action.

Initials: ________

Section 13.5 Confidentiality of Departure Details:

The Collaborator agrees to maintain the confidentiality of any details about their departure from the Company, including but not limited to the reasons for departure, discussions surrounding the termination of this Agreement, and any internal matters disclosed during exit interviews. This confidentiality obligation extends indefinitely and survives the termination of this Agreement. Violation of this confidentiality provision may result in legal action by the Company to enforce confidentiality and recover damages arising from unauthorised disclosure.

Section 13.6 Transition Process and Cooperation Obligation:

The Collaborator shall make themselves reasonably available for meetings, consultations, or any other necessary interactions with the Company or its designated representatives to ensure an efficient transition process. Additionally, the Collaborator agrees to promptly return any Company property, documents, or materials in their possession and to provide all necessary assistance in transferring relevant information or assets to the Company or its appointed successors. Failure to fulfil these cooperation obligations may result in the forfeiture of any remaining benefits or entitlements such as merit points or shares under this Agreement and may also lead to legal action to enforce compliance.

Section 14: Tax Responsibility

Each Collaborator acknowledges and agrees that they are solely responsible for reporting and paying any applicable income taxes, self-employment taxes, or other similar obligations arising from any merit points, profit shares, or other forms of compensation received under this Agreement. The Company shall not withhold taxes on behalf of the Collaborator and shall not be held liable for any tax obligations incurred by the Collaborator in connection with their participation in the Merit-Point-Based System (MPBS). Collaborators are encouraged to seek independent tax advice to ensure compliance with local, provincial, and federal tax laws.

Initials: ________

Section 15: Securities Disclaimer

The merit points awarded under this Agreement are intended solely as a method of tracking and recognizing each Collaborator's contribution to the project and determining their share of future profits, if any. These merit points do not constitute shares, stock options, or any other form of security as defined under applicable provincial or federal securities laws. Nothing in this Agreement shall be construed as an offer or sale of securities, and the Company makes no representation that merit points confer any ownership interest, voting rights, or equity in the Company or its projects. If the Company, at its sole discretion, offers actual equity or securities in the future, such issuance shall be subject to separate agreements and full compliance with applicable securities regulations.

Section 16: No Wages, Employment Entitlements, or Guaranteed Payment

The Collaborator understands and agrees that their participation in the project does not create an employee-employer relationship with the Company. The Company is not obligated to provide wages, salary, benefits, or any other typical employee entitlements. All contributions are voluntary, and the Collaborator will earn merit points based on their work. If the project succeeds, the Company will make reasonable efforts, in good faith, to compensate collaborators based on their merit points and share in the project's profits. However, there is no guarantee that the project will succeed or that any financial compensation will be paid.

Section 17: NDA and Confidentiality for MPBS, DTICR, and Production Pipeline

17.1 Confidentiality Obligation:

The Collaborator acknowledges that all information related to the Merit-Point-Based System (MPBS), the DTICR Task Generator, and the S.I.M. Animated Series (2D) Production Pipeline (collectively, "Confidential Systems and Pipeline") is highly sensitive and proprietary to the Company. The Collaborator agrees **never to disclose, discuss, or share** any part of the Confidential Systems and Pipeline, including task assignments, processes, methodologies, or internal documentation, with any third party, whether directly or indirectly, during or after the term of this Agreement.

17.2 Permitted Use:

The Collaborator may access information related to the Confidential Systems and Pipeline **solely for the purpose of completing assigned tasks within the Company**. Use of such information for personal gain, external projects, or any other unauthorized purpose is strictly prohibited.

Initials: ________

17.3 DTICR Task Generator Compliance:
All tasks generated by the DTICR Task Generator are subject to this NDA. Collaborators must not replicate, distribute, or publicly disclose task templates, merit point allocations, task status, or workflow structures. All tasks are considered confidential information, regardless of assignment status.
17.4 Pipeline Security:
The S.I.M. Animated Series (2D) Production Pipeline and all related documentation (including files such as the "S.I.M. Animated Series (2D) Production Pipeline documents") must be kept secure. Access is limited to authorized collaborators, and no portion of the pipeline may be shared outside the Company, including online, with third-party contractors, or in personal records.
17.5 Consequences of Breach:
Any unauthorized disclosure, use, or dissemination of Confidential Systems and Pipeline information will be considered a material breach of this Agreement. The Company may pursue legal action to enforce confidentiality and recover damages, including but not limited to loss of merit points, termination of participation in the MPBS, or other remedies available under law.
17.6 Survival of NDA:
The obligations under this Section 18 survive the termination of this Agreement indefinitely, regardless of the reason for termination.

Section 18: Revision and Update Clause:
The parties acknowledge that this MERIT-POINT-BASED-SYSTEM COLLABORATION AGREEMENT may require revisions and updates over time to accurately reflect the evolving needs and interests of both parties. Any revisions or updates to this agreement shall be made in good faith. Upon updated agreements, any prior references to agreements become null and void, and the revised document takes effect.

Section 19: Execution, Acknowledgment, and Acceptance of MPBSCA
19.2 Collaborator Acknowledgment:
By electronically acknowledging this Agreement—via selecting the "I agree" checkbox, providing a digital signature, typing their name, or any other accepted digital or physical acknowledgment—the Collaborator confirms that they have read, understood, and agreed to all terms of this Agreement, including those related to the Merit-Point-Based-System (MPBS), the DTICR Task Generator, and the S.I.M. Animated Series Production Pipeline.

Initials: ________

19.3 Company Authorization:

The Agreement shall be deemed fully executed upon acknowledgment by an authorized signatory of LOVAITHOPE STUDIOS CORP., acting on behalf of the Company. The authorized signatory's execution confirms the Company's agreement to all terms, including task allocation, merit points, intellectual property assignment, and confidentiality obligations.

19.4 Recordkeeping and Access:

The fully executed Agreement shall be securely stored and made accessible to the Collaborator via [secure website, company portal, or private Discord channel]. Access to the Agreement in this manner constitutes legal delivery and receipt, and the Collaborator's continued participation in Company tasks shall indicate ongoing acceptance of the Agreement's terms.

19.5 Merit-Point-Based-System & DTICR Task Generator Compliance:

Collaborators acknowledge that all tasks assigned via the DTICR Task Generator and merit points awarded under the MPBS are subject to the terms of this Agreement, including task completion standards, confidentiality, and intellectual property rights. The Collaborator agrees that all outputs, completed tasks, and contributions generated under the DTICR Task Generator are exclusively owned by LOVAITHOPE STUDIOS CORP. and may be stored in the Company's systems for recordkeeping and future use.

19.6 Entire Agreement:

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, arrangements, or understandings, whether written or oral, related to the same. Any modifications or amendments must be in writing and executed by both the Collaborator and an authorized signatory of the Company.

19.7 Legal Validity of Electronic Signatures:

Electronic signatures, acknowledgments, or consents provided in accordance with this Agreement shall have the same legal effect as handwritten signatures under the laws of the Province of British Columbia, Canada.

Initials: ________

Use of Separate Identification for Formalities Strengthening:
The Collaborator acknowledges and agrees that, in addition to the execution of this Agreement, they shall provide a valid form of identification, such as but not limited to a government-issued ID or passport, to further strengthen the formalities of this contract. The Company reserves the right to request and verify the Collaborator's identification at any time during the term of this Agreement. The Collaborator understands that the provision of identification is intended to enhance the authenticity and enforceability of this Agreement.

Acknowledgment and Agreement
I hereby confirm that I have read, understood, and agree to the entirety of the MERIT-POINT-BASED-SYSTEM COLLABORATION AGREEMENT (MPBSCA). I acknowledge that my participation in the EXOCELLEX Collaboration Division is voluntary, governed by the DTICR merit point-based system, and is under the legal authority of LOVAITHOPE STUDIOS CORP..

Printed Name: ____________________________________

Collaborator Signature:_______________________________________

Date: __________________

Email: ____

Phone #: ____

For LOVAITHOPE STUDIOS CORP. - EXOCELLEX Collaborators, do not fill out the section below.

CEO Signature: _________________________ **Date:** ____________

Printed Name: [Jeremia Cercel]

Title: Chief Executive Officer (CEO), **LOVAITHOPE STUDIOS CORP. - EXOCELLEX**

Final Instructions to Complete the Agreement

To finalize your agreement with us, please follow these three simple steps:

1. **Initial each page** of the agreement using your **first and last initials** in the bottom corner.

2. **Sign and print your name** on the last page where indicated along with the **date signed** and provide your **email, phone number, or both.**

3. **Email the completed agreement along with a valid government-issued photo ID** to: exocellex@gmail.com.
   If you've already submitted your ID through the Collaboration Division Application Form (CDAF), there's no need to send it again.

   This information is required to formalize the agreement and will be used solely for verification and recordkeeping purposes.

   (**The agreement will be considered incomplete until all of the following steps have been completed.)**

   The CEO will review the document and provide the official company acknowledgment, completing the agreement between the collaborator and the company.