

CONFIRMATORY DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

[< Insert Name of Individual >, ID: -----] (the “Assignor”) [is the founder of / is a shareholder and employee of] XYZ (Pty) Ltd, including all successors in title (“XYZ” or the “Company”), which in an online marketplace for learners to find tutors for online or in-person one-on-one tutoring as well as workshop settings (the “Business”).

1. For purposes of this deed of assignment, “intellectual property rights” means (i) all patents and inventions (whether patentable or un-patentable) and all improvements thereto, (ii) the name “XYZ” and all other all trade-marks, service marks, trade dress, logos, trade names and corporate names (including all domain names, internet and intranet names, addresses, icons, handles and other designations useful to identify or locate the Company online or on social media), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all works capable of copyright, all copyright, and all applications, registrations and renewals in connection therewith, (iv) all trade secrets and business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supply lists, pricing and cost information, and business and marketing plans and proposals), (v) all computer software (including data and related documentation), and (vi) all copies and tangible embodiments of the foregoing, in each instance in whatever form or medium, used by the Company in conducting its Business from time to time.
2. The Assignor hereby assigns to the Company all right, title and interest in any and all intellectual property rights, past, present or in future, created, made, conceived, invented, developed, discovered or reduced to practice by the Assignor pertaining to the Business, including all modifications, improvements and derivative works related thereto or contained therein (the “Developments”), including but not limited to any Developments or intellectual property rights pertaining to the Business and created prior to the signature of this agreement. The Company accepts such assignment.
3. The Assignor hereby waives in favour of the Company any moral rights to claim authorship of the Developments, or to object to any distortion, or modification of the Developments.
4. The Assignor hereby undertakes to sign any document and do all things as may be necessary to record or perfect this assignment or to file any patent, trade mark, or design application relating to such assignment in the name of the Company, including in order to ensure that any Developments or intellectual property rights currently registered in the name of the Assignor are assigned to the Company.

5. Within seven calendar days from the date of receipt of a written request by the Company to do so, the Assignor shall deliver to the Company all such material in whatever form or format required by the Company in order for the Company to enjoy the intellectual property rights assigned to it in terms hereof and to prove its ownership of the intellectual property rights in the name of the Company at any time in the future.

6. The Assignor records that it has accounted for the costs that it has or will incur in the development and creation of the intellectual property rights and that the consideration that it has received in respect of the assignment of its rights to the Company have been accounted for.

7. The Assignor warrants that (i) none of the intellectual property rights are encumbered in any way and no third party holds any rights of any nature whatsoever in and to the intellectual property rights or Developments, and (ii) the Developments do not infringe the intellectual property rights of any third person.

8. This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof and supersedes and replaces all and any prior oral or written agreements or arrangements with respect to the subject matter of this agreement. No addition to or variation or deletion of all or any clauses or provisions of this agreement, nor any agreed cancellation of this agreement, will be of any force or effect unless in writing and signed by the parties.

This assignment shall take effect from the date of signature hereof.

For: **The Company**

Signature: _____
who warrants that he is duly authorised thereto

Name: _____

Capacity: _____

Date: _____

Place: _____

For: **The Assignor**

Signature: _____
who warrants that he is duly authorised thereto

Name: _____

Capacity: _____

Date: _____

Place: _____