

ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT

THIS AGREEMENT dated25.06....., 2024 is made

AMONG:

PRESCOTT FAMILY FOUNDATION, a foundation formed under the laws of Panama, whose registered address is at Plaza Comercial San Fernando, First Floor, Office 41, Via Espana, Urb. La Loma, Pueblo Nuevo, Panama city, Republic of Panama, duly represented by its member Veronika Prescott, with Swiss passport number X9417452.

(the “**Foundation**”)

AND:

SCOPE AI CORP., (formerly called Puffin Capital Corp.), a company incorporated under the laws of Province of British Columbia, with its registered office located at 595 Howe Street, Suite 704, Vancouver, British Columbia V6C 2T5, Canada.

(“**Scope**”)

AND:

OVRYDE LTD., a Cyprus stock corporation, registered under Registration No. 452120, whose registered office is at 1 Konstantinou Skokou CAPITAL CHAMBERS, 5th floor, 1061 Agios Antonios, Nicosia, Cyprus, duly represented by M P H LAW MANAGERS LIMITED, Reg. Number: 392588, 1 Constantinou Skokou, Capital Chambers, 5th floor, 1061 Agios Antonios, Nicosia, Cyprus as authorised signatory for Ovryde Ltd, Reg. No. 452120.

(“**Ovryde**”)

WHEREAS:


- A. Scope (formerly Puffin Capital Corp.) and the Foundation entered into a technology acquisition agreement dated February 15, 2022 (the “**Technology Acquisition Agreement**”) whereby Scope acquired the exclusive right to use and exploit the Image Recognition Technology in the Territory in accordance with the terms of the Technology Acquisition Agreement.
- B. Pursuant to an assignment and assumption agreement dated25.06....., 2024 (the “**Assignment Agreement**”), the Foundation has assigned to Ovryde all of its rights, interest and obligations in the Image Recognition Technology and Ovryde assumed and agreed to be bound by, fulfill, perform and discharge the Assumed Obligations in accordance with the terms of the Assignment Agreement



- C. As part the Assignment Agreement, the Foundation and Ovryde have agreed that on the Closing Date, they will, inter alia, deliver a duly executed assignment, assumption and novation agreement (this Agreement) among the Assignor (the Foundation), the Assignee (Ovryde) and Scop which shall novate the Assumed Obligations in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to them in the Assignment Agreement.
2. **Novation.** The parties hereto intend that this Agreement evidence the novation of the Assumed Obligations and that Ovryde be substituted for the Foundation in respect of all obligations arising out of the Assumed Obligations. Scop recognizes Ovryde as the Foundation's successor-in-interest in and to the Technology Acquisition Agreement in respect of the Assumed Obligations. Ovryde by this Agreement becomes entitled to all right, title and interest of the Foundation in and to the Technology Acquisition Agreement in respect of the Assumed Obligations in as much as Ovryde is the substituted party to the Technology Acquisition Agreement in respect of Assumed Obligations as of the date hereof. Ovryde shall be bound by the Technology Acquisition Agreement in relation to the Assumed Obligations in every way as if Ovryde was named in the Technology Acquisition Agreement in place of the Foundation as a party thereto.
3. **Miscellaneous.**
 - (a) **Further Assurances.** Each of the Parties shall execute and deliver such further documents and do such further acts and things as may be reasonably required from time to time, to carry out the full intent and meaning of this Agreement.
 - (b) **Gender and Number.** Words in this Agreement which import the singular connotation shall be interpreted as plural, and vice versa, and words which import the masculine gender shall be interpreted as the feminine or neuter gender, and vice versa, each as the identity of the parties or objects referred to may require.
 - (c) **Headings.** The headings in this Agreement are inserted for convenience of reference only and do not affect the interpretation of this Agreement.
 - (d) **Costs and Expenses.** Except where otherwise expressly provided in this Agreement, each Party will pay its own costs and expenses in relation to the preparation, execution, completion and implementation of this Agreement.
 - (e) **Assignment.** Each of the Parties shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance,

under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 6.(e) is void.

- (f) **Enurement.** The provisions of this Agreement shall be binding upon, and enure to the benefit of each of the Parties and their respective permitted successors and assigns.
 - (g) **Amendments and Modifications.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties, except as provided for in this Agreement.
 - (h) **No Waiver.** No waiver by either Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
 - (i) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement, is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable.
 - (j) **Entire Agreement.** Entire Agreement. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, whether written or oral, with respect to such subject matter.
 - (k) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
4. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Supreme Court of British Columbia (Vancouver registry) and the federal laws of




Canada applicable therein over any claim or matter arising under or in connection with this Agreement.


[Signature page follows]

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized, cursive 'J' or 'K' followed by a vertical line. The second signature is a more complex cursive script, possibly 'JP' or similar.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the day and year first written above.

PRESCOTT FAMILY FOUNDATION

Per:
Veronika Prescott


Authorized signatory

OVRYDE LTD.

Per: _____
M P H LAW MANAGERS LIMITED



Loucas Haniatas
Name:
Title: Director

SCOPE AI CORP.

Per: _____
Name:
Title: James Young, CEO



