

IARSA LICENSE AGREEMENT

MASTER INTERCOMPANY INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Master Intercompany Intellectual Property License Agreement (the "Agreement") is entered into effective as of August 11, 2026, by and among the following separate and independent legal entities:

INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS AND ADMINISTRATORS INCORPORATED TRUSTEES, a separate, distinct legal entity organized and existing under the laws of the Federal Republic of Nigeria, with its registered office at 3, Oduyemi Street, Anifowoshe, Ikeja, Lagos, Nigeria ("Licensor");

INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS & ADMINISTRATORS, INC., a distinct non-profit corporation organized and existing under the laws of the State of Delaware, United States of America, with its registered office at 1013 Center Road, Suite 403-A, Wilmington, DE 19805, United States ("Licensee United States"); and

INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS AND ADMINISTRATORS LIMITED BY GUARANTEE, a separate, distinct corporate entity organized and existing under the laws of the Republic of Ghana, with its registered office at UNN HSE, Champion Street, Near Filling Station, Fetteh Kakraba, Kasoa, Awutu-Senya East, Central, Ghana ("Licensee Ghana").

(Licensor, Licensee United States, and Licensee Ghana are collectively referred to as the "Parties" and individually as a "Party.")

RECITALS

WHEREAS, Licensor (IARSA Nigeria) is an independent entity that owns all global rights, title, and interest in the "International Association of Research Scholars & Administrators" name, brand, acronym "IARSA," logos, educational curricula, certification systems, and research frameworks (the "Licensed IP");

WHEREAS, Licensee United States and Licensee Ghana are entirely separate legal entities incorporated locally within their respective jurisdictions, operating with independent boards, assets, and regulatory obligations; and

WHEREAS, Licensee United States and Licensee Ghana desire to obtain a formal license to utilize the Licensed IP to operate as separate national bodies of the association within their respective national borders, and Licensor agrees to grant such rights subject to the strict quality control and arm's-length terms detailed below.

NOW, THEREFORE, the Parties agree as follows:

LICENSE GRANT & BOUNDARIES

1.1 Separate Grants. Licensor grants a non-exclusive, revocable, non-transferable license to Licensee United States within the territory of the United States, and a separate non-exclusive, revocable, non-transferable license to Licensee Ghana within the territory of Ghana

1.2 Scope of Use. Licensees may use the Licensed IP solely to recruit local members, host academic conferences, issue approved professional certifications, and distribute research journals.

1.3 No Sublicensing. As separate corporate bodies, neither Licensee has the power to sub-license, assign, or transfer these rights to any third-party entity without the express written consent of Licensor.

CORPORATE SEPARATION AND NO LIABILITY

2.1 Independent Status. The Parties expressly agree that they are independent contractors. This Agreement does not create a partnership, joint venture, agency, or parent-subsidiary corporate relationship.

2.2 Structural Isolation. Each Party is solely responsible for its own debts, operations, employment contracts, and legal liabilities. No Party has the legal authority to bind or obligate another Party.

2.3 Local Governance. Licensee United States and Licensee Ghana shall maintain their own separate bank accounts, financial ledgers, and governing boards in compliance with their respective national laws.

CONSIDERATION AND FEES

3.1 Royalty Fees. To satisfy international transfer pricing and arm's-length standards, each separate Licensee shall pay Licensor an annual license fee equal to \$500 or 5% of local membership revenue for the use of the brand and curricula.

3.2 Tax Responsibility. Each regional entity is solely responsible for its own local tax filings. Any cross-border withholding tax (WHT) required by the Internal Revenue Service (IRS) in United States or the Ghana Revenue Authority (GRA) shall be deducted by the respective Licensee, paid to the local government, and the official tax receipt sent to Licensor.

BRAND QUALITY CONTROL

4.1 Uniform Standards. To protect the global reputation of the IARSA brand, both Licensees agree to strictly adhere to the academic and operational guidelines issued by Licensor.

4.2 Modifications. Neither Licensee shall alter the IARSA logo, modify certification criteria, or change curriculum guidelines without prior written authorization from Licensor.

TERM AND TERMINATION

5.1 Term. This Agreement remains valid for a period of 10 years from the Effective Date and may be renewed upon mutual written agreement.

5.2 Separate Termination. Licensor may terminate the license of any single Licensee for cause: unpaid fees, breach of quality standards, or local insolvency, without affecting the status or agreement of the other remaining Licensee.

5.3 Cessation of Use. Upon termination of its respective license, the affected separate entity shall immediately cease using the name "IARSA," stop issuing certifications under that name, and remove all related branding from its local websites and materials.

GOVERNING LAW AND JURISDICTION

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, Republic of Ghana, and the State of Delaware, United States.

6.2 Arbitration. Any dispute arising between these separate entities that cannot be resolved amicably shall be settled by final and binding arbitration under the Rules of the International Chamber of Commerce (ICC). The seat of arbitration shall be London, United Kingdom, and the proceedings shall be conducted in English.

IN WITNESS WHEREOF, the separate legal entities have caused this Agreement to be executed by their respective duly authorized officers.

For: INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS AND ADMINISTRATORS (NIGERIA)

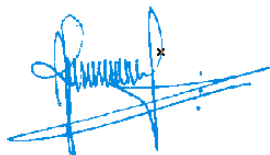


PROF. OGUNSAKIN-AKIN BOSEDE

GLOBAL PRESIDENT

By: _____ Title: _____

For: INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS & ADMINISTRATORS, INC. (UNITED STATES)



PROF. EMEKA JOHN UHUKA

PRESIDENT

By: _____ Title: _____

For: INTERNATIONAL ASSOCIATION OF RESEARCH SCHOLARS AND ADMINISTRATORS LTD/GTE (GHANA)



FRED BORTEY

ASSISTANT SECRETARY

By: _____ Title: _____