ALPHA PEER ENGAGEMENT LETTER

This Alpha Peer Engagement Letter (the "<u>Engagement Letter</u>" or the "<u>Agreement</u>"), by and between Alpha Peer, LLC, a Delaware limited liability company, represented herein by its duly authorized founder and sole member, Brian LeBlanc ("<u>Client</u>"), and The Technifar Corporation, an Ontario, Canada corporation d/b/a Meristics, represented herein by its duly authorized officer and employee Fraser Gorrie ("<u>Developer</u>"), is entered into and effective as of the ___ day of December, 2025 (the "<u>Effective Date</u>"). Developer and Client are sometimes collectively called the "<u>Parties</u>." Capitalized terms used herein that are not otherwise defined herein shall have the meanings given to such terms in the Engagement Letter.

RECITALS

WHEREAS, Developer is engaged in the business of developing web applications and providing services related to web development;

WHEREAS, Client desires to retain Developer to provide certain consulting and web development services and/or deliverables (as more particularly described hereinbelow, the "<u>Services</u>" and the "<u>Deliverables</u>");

WHEREAS, all of the Deliverables shall be deemed "works for hire" and owned exclusively by Client as more particularly described herein;

WHEREAS, the Parties acknowledge and agree that (i) they may enter into one or more statements of work, purchase orders or similar arrangements in the future (each, a "<u>SOW</u>"), (ii) the terms of this Agreement shall apply to each such SOW, and (iii) in the event of any conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall govern and control.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual promises set forth herein, the Parties hereto hereby agree as follows:

1. **Definitions**.

(a)   "<u>Client Materials</u>" means all information, data, software, content, documentation, specifications, business plans, trade secrets, know-how and other materials provided or made available by Client to Developer, including all modifications, enhancements, or derivatives thereof.

(b)   "<u>Confidential Client Information</u>" means all confidential, proprietary and/or non-public information disclosed or made available by Client to Developer, directly or indirectly, whether orally or in writing, and whether before or after the Effective Date, including without limitation Client Materials, business plans, financial information, technical information, user data, product roadmaps, marketing plans, and the terms and existence of this Agreement.

(c)   "<u>Deliverables</u>" means all software (including source code and object code), documentation, designs, workflows, user interfaces, specifications, and other work product created, developed, or delivered by Developer, alone or with others, in the course of performing the Services, including, without limitation, any Deliverables described on <u>Exhibit A</u> attached hereto as well as any Deliverables described in any SOW.

(d)   "<u>Developer Background Technology</u>" means any software, tools, libraries, frameworks, code snippets, know-how or other materials that (a) were owned or controlled by Developer prior to the Effective Date

or (b) were developed by Developer independent of the Services and without use of Client Materials or Confidential Client Information.

(e) "Services" means all services provided by Developer to Client pursuant to this Agreement, including, without limitation, any Services described on Exhibit B attached hereto as well as any Services described in any SOW.

2. **Services and Deliverables**. Developer hereby agrees to provide the Services and the Deliverables to Client in accordance with the applicable terms of this Agreement and the timelines set forth in this Agreement, if applicable, and the applicable SOW. Unless otherwise agreed by Client, the Services and the Deliverables shall be provided personally by Fraser Gorrie and such other personnel of Developer, if any, as is reasonably acceptable to Client. All such Services and Deliverables shall be provided in a professional manner, in accordance with the applicable specifications, and to the reasonable satisfaction of Client. If not approved by Client, acting reasonably and in good faith, such Services and Deliverables shall be promptly revised and resubmitted by Developer for Client's review and approval. All such revisions shall become part of the current SOW and expend its block hours.

Each SOW shall set forth the Services and Deliverables for a defined block of prepaid hours. Upon execution of a new SOW, such SOW shall supersede all prior SOWs with respect to the scope of Services and Deliverables to be performed, except that all terms of this Agreement shall continue to apply. Work items from prior SOWs not completed may be carried forward into a new SOW by mutual agreement.

3. **Compensation**. [Parties to insert description of compensation terms/methodology; invoicing terms; etc.]

(a) Hourly Rate. Client shall compensate Developer at the rate of One Hundred Fifty U.S. Dollars ($150.00 USD) per hour for all Services performed.

(b) Prepaid Blocks. Services shall be performed in prepaid blocks of hours. Prior to the commencement of each block, the Parties shall mutually agree on the number of hours in the block, and Client shall prepay for such hours upon receipt of Developer's invoice. Each block shall be accompanied by a Statement of Workan SOW describing the intended scope of Services for that block.

(c) Payment Terms. All invoices are due and payable upon receipt. Payments shall be made in U.S. Dollars via Wise transfer to Developer's designated Wise account, or by such other method as the Parties may agree in writing.

(d) Expenses. Third-party services, hosting, software licenses, and similar project costs shall be identified by Developer in each SOW, if applicable, and shall be paid directly by Client. In the event Developer incurs any project-related expenses (such as API usage charges),, Developer shall notify Client and the Parties shall mutually determine responsibility for such costs. Any expenses to be reimbursed to Developer (e.g., any project-related expenses (such as API usage charges)) shall be identified by Developer in each SOW, if applicable, shall be invoiced separately and paid via Wise transfer.

(e) Rate Adjustment. Developer's hourly rate may be adjusted upon mutual written agreement of the Parties. Any rate adjustment shall apply to SOWs executed after the date of such agreement.

(f) Work Stoppage. If any prepaid block is exhausted and a new block has not been agreed upon and prepaid, Developer shall have no obligation to continue performing Services until a new block is established.

4. **Termination**.

(a)   Either Party may terminate this Agreement (or any individual SOW) upon ten (10) days' prior written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement (or such SOW) through no fault of the terminating Party; provided that such notice shall specify in reasonable detail the nature of such substantial failure of performance; and further provided that if during such ten (10) day period such other Party substantially remedies such performance, this Agreement (or such SOW) shall not be terminated. However, the non-performing Party shall not be relieved of the obligation to complete such performance or from liability for any damages caused to the other Party by such failure of performance. This Agreement (including any or all SOWs) may also be terminated by ~~Client~~ either Party for ~~its~~ such Party's convenience without penalty or termination fee, but only upon fifteen (15) days' prior written notice to ~~Developer the other Party~~the other Party; provided, however, Developer may not terminate any SOWs that are then in progress for convenience without Client's written agreement thereto.

(b)   Upon any termination or expiration of this Agreement:

(i) Client shall pay Developer for all Services performed and expenses incurred through the effective date of termination.

(ii) With respect to prepaid blocks: any unused prepaid hours shall be refunded to Client on a pro-rata basis.

(iii) Developer shall deliver to Client all completed Deliverables and work-in-progress as of the termination date.

(iv) Each Party shall return or destroy the other Party's Confidential Information in accordance with Section 6(c).

5.   **Ownership of Deliverables; Limited License of Developer Background Technology**.

(a)   <u>Work Made for Hire; Assignment</u>. As between Client and Developer, Client shall solely and exclusively own all right, title, and interest in and to the Deliverables, including all intellectual property rights therein. To the maximum extent permitted by applicable law, the Deliverables are "works made for hire" for Client. To the extent any Deliverable or portion thereof does not qualify as a work made for hire, Developer hereby irrevocably assigns, transfers, and conveys to Client all right, title, and interest in and to such Deliverables, including all copyrights, patent rights, trade secrets, and all other intellectual property and proprietary rights therein, without further consideration.

(b)   <u>Further Assurances</u>. Developer agrees to execute, and to cause its personnel (if applicable) to execute, such documents and take such actions as Client may reasonably request to perfect, maintain, or enforce Client's rights in the Deliverables. Client shall provide Developer with reasonable advance notice of any such request, and if such request is made more than six (6) months after termination of this Agreement, Client shall compensate Developer at Developer's then-current hourly rate for time spent responding to such request.

(c)   <u>Developer Background Technology</u>. Developer retains ownership of its Developer Background Technology. However, to the extent any Developer Background Technology is incorporated into, or necessary for the use of, any Deliverable, Developer hereby grants to Client a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferable, sublicensable license to use, reproduce, modify, distribute, display, perform, and otherwise exploit such Developer Background Technology solely as incorporated into or used with the Deliverables, in connection with Client's and its affiliates' business, including the operation and commercialization of Client's online educational platform.

(d)   No Use for Third Parties. Developer shall not use any Client Materials or Deliverables (including the structure, sequence, organization, or unique features thereof) to develop software or services for any third party, nor incorporate any Client Materials or Deliverables into products or services offered to third parties. For the avoidance of doubt, nothing in this Section 5(d) shall restrict Developer's use of general programming skills, knowledge, techniques, or experience gained during the performance of Services, provided that Developer does not use or disclose any Confidential Client Information or Client Materials.

(e)   Survival.   Developer's obligations pursuant to this Section 5 shall indefinitely survive the expiration or earlier termination of the Engagement Letter.

6.   **Confidentiality**.

(a)   Developer Obligations.   Developer shall: (a) use Confidential Client Information solely for the purpose of performing the Services; (b) not disclose Confidential Client Information to any third party except to its employees who have a need to know and are bound by written obligations of confidentiality at least as protective as those set forth herein; and (c) protect Confidential Client Information using at least the same degree of care Developer uses to protect its own information of similar importance, and in no event less than a reasonable degree of care.   Developer's obligations pursuant to this Section 6 shall survive the expiration or earlier termination of the Engagement Letter. for a period of three (3) years; provided, however, that obligations with respect to trade secrets shall survive for so long as such information remains a trade secret under applicable law.

(b)   Exclusions.   Developer's obligations pursuant to this Section 6 do not apply to Confidential Client Information that Developer can demonstrate: (a) is or becomes publicly available without breach of this Agreement; (b) is rightfully received from a third party without restriction; (c) was independently developed without use of or reference to Confidential Client Information or Client Materials; (d) is approved in writing for release by Client; or (e) Developer is required by law to disclose, provided Developer provides Client with prompt written notice thereof (to the extent legally permitted) and cooperates, at Client's expense, in any effort to obtain a protective order or other appropriate remedy.

(c)   Return and Destruction.   Upon expiration or termination of Developer's engagement for any reason, Developer shall promptly (a) deliver to Client all Deliverables (including any partially completed work) and Client Materials in Developer's possession or control, and (b) at Client's option, return or destroy all copies of Confidential Client Information and Client Materials, certifying such destruction in writing upon Client's request. Notwithstanding the foregoing, Developer may retain one (1) archival copy of Confidential Client Information solely for legal compliance and dispute resolution purposes, subject to Developer's ongoing confidentiality obligations.

(d)   Mutual Confidentiality. Client shall hold in confidence any confidential business information disclosed by Developer, including Developer's rates, business methods, and information about Developer's other clients. Client shall not disclose such information to third parties without Developer's prior written consent.

7.   **Representations and Warranties**.

(a)   Developer represents and warrants that: (i) it has and will have full power and authority to enter into this Engagement Letter and perform the Services; (ii) the Deliverables will be original to Developer, and will not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party; (iii) the Deliverables, when delivered, will materially conform to the specifications provided by Client; and (iv) Developer will perform the Services in a professional and workmanlike manner, in accordance with industry standards and all applicable laws.

(b)   Following Developer's delivery of the final Deliverable (or, if applicable, Client's written acceptance thereof), Developer shall correct any reproducible defect or nonconformity in the Deliverable reported by Client through a subsequent block of hours with an appropriate SOW.

(c)   Developer shall have no warranty obligations with respect to any Deliverable that Client has modified or permitted others to modify without Developer's written consent.

(d)   Client represents and warrants that: (i) it has full power and authority to enter into this Agreement; (ii) all Client Materials provided to Developer are owned by or properly licensed to Client, and do not infringe any third party's intellectual property rights; and (iii) Client will provide timely feedback, approvals, and decisions as reasonably necessary for Developer to perform the Services.

8.   **Intellectual Property Indemnity**.

(a)   Developer shall defend, indemnify, and hold harmless Client and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim that the Deliverables or the Services infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of a third party. Absent Developer's gross negligence or willful misconduct, Developer's aggregate liability under this Section 8 shall not exceed two (2) times the total amounts paid by Client to Developer under this Agreement.

(b)   In the event of such a claim, Developer may, at its sole expense and option: (i) procure for Client the right to continue using the affected Deliverables; (ii) modify the Deliverables so that they become non-infringing while providing substantially equivalent functionality; or (iii) replace the Deliverables with non-infringing alternatives of substantially equivalent functionality. If none of the foregoing options is commercially reasonable, Developer shall refund to Client all amounts paid for the affected Deliverables.

(c)   Developer shall have no obligation under this Section to the extent the claim results from: (i) Client's use of the Deliverables in combination with other products or services not provided or approved in writing by Developer, if the claim would not have arisen but for such combination; ~~or~~ (ii) Client's modification of the Deliverables not performed or authorized in writing by Developer, if the claim would not have arisen but for such modification; ~~or~~ (iii) ~~claims arising from~~Developer's utilization of third-party software, libraries, frameworks, or open source components not created by Developer, provided that Developer has used such components in accordance with their applicable licenses; or (iv) ~~claims arising from~~Developer's compliance with Client's specifications or requirements that necessarily result in infringement.

(d)   Developer's obligations pursuant to this Section 8 shall survive the expiration or earlier termination of the Engagement Letter for a period of three (3) years.

(e)   Client Indemnification. Client shall defend, indemnify, and hold harmless Developer from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any claim that Client Materials infringe any intellectual property right of a third party; or (ii) Client's use of the Deliverables in violation of applicable law~~, or (iii) Client's breach of this Agreement~~.

~~(f)   Indemnification Procedures. The indemnified Party shall: (i) promptly notify the indemnifying Party of any claim; (ii) give the indemnifying Party sole control of the defense and settlement; and (iii) provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party shall not settle any claim in a manner that admits liability or imposes obligations on the indemnified Party without such Party's prior written consent.~~

(f)   Indemnification Procedures. If either Party receives notice by a third party of the assertion of liability for which the Party receiving such notice claims a right to defense and/or indemnification under this Section 8, such indemnified Party shall give written notice to the indemnifying Party within five (5) business days after the indemnified Party becomes aware of the same. The indemnifying Party will be afforded the opportunity to undertake the defense of and to settle by compromise or other means any claim for which indemnification is available under such Section, however, the indemnifying Party will make no compromise or settlement of any claim without the prior written consent of the indemnified Party. If the indemnifying Party so assumes the defense of any claim, the indemnified Party shall have the right to approve legal counsel in any such action (such approval not to be unreasonably withheld, conditioned or delayed) and the fees and expenses of such counsel will be paid by the indemnifying Party. In addition, the indemnified Party shall have the right to employ separate legal counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel will be paid by such indemnified Party. If the indemnifying Party, within fifteen (15) business days after receipt of written notice of a claim and written demand for indemnity by the indemnified Party under this Section 8, has not assumed the defense thereof, the indemnified Party may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the indemnifying Party, with all reasonable costs and expenses of such defense to be paid by the indemnifying Party.

9.   **Limited Warranty**.   Except for the express representations and warranties stated in this agreement, Developer makes no warranties whatsoever. Developer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10.   **Limitation on Liability**.

(a)   Except as otherwise provided herein, the Services and the Deliverables of the Developer are sold "as is." Except for liability arising from (a) Developer's intellectual property indemnity obligations (which are subject to the cap set forth in the last sentence of Section 8(a) above), or (b) Developer's gross negligence or willful misconduct, the Developer's maximum liability to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the total amount paid by Client to Developer hereunder.

(b)   Except for liability arising from Developer's gross negligence or willful misconduct, in no event shall either Party be liable to the other for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Developer, even if Developer has been advised of the possibility of such damages.

(c)   Mutual Application. Except as specifically provided in Section 8 with respect to intellectual property indemnification, the limitations of liability set forth in this Section 10 shall apply equally to both Parties. InAbsent Developer's gross negligence or willful misconduct, in no event shall either Party's aggregate liability to the other Party exceed the total amounts paid or payable by Client to Developer under this Agreement.

11.   **Governing Law and Dispute Resolution.**

(a)   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to conflicts of law principles.

(b)   Informal Resolution. Before initiating any formal dispute resolution, the Parties agree to attempt in good faith to resolve any dispute through informal negotiation. Either Party may initiate informal negotiations

by providing written notice to the other Party describing the dispute. The Parties shall meet (in person or by video conference) within fourteen (14) days of such notice to attempt resolution.

(c) ~~Arbitration.~~ Exclusive Venue. Any dispute not resolved through informal negotiation within thirty (30) days shall be ~~resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties, or if the Parties cannot agree, selected by the AAA. The arbitration may be conducted remotely by video conference. The arbitrator's decision shall be final and binding, and judgment on the award may be entered~~heard in any court of competent jurisdiction~~.~~ situated in Baton Rouge, Louisiana.

(d) Costs. Each Party shall bear its own attorneys' fees and costs in any dispute resolution proceeding, and the Parties shall share equally the fees and expenses of the arbitrator.

(e) ~~Small Claims Exception.~~ Exceptions. Notwithstanding the foregoing, either Party may (i) bring an action in small claims court for disputes within the jurisdictional limits of such court, and (ii) bring an action for equitable or injunctive relief without first complying with the foregoing terms of this Section 11.

12. **General Provisions**.

(a) <u>Counterpart Execution</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned copies hereof and facsimile and electronically scanned signatures hereof shall be authorized and deemed effective.

(b) <u>Recitals</u>. The Recitals set forth hereinabove are incorporated into this Agreement and made a part hereof.

(c) <u>Entire Agreement; Binding Effect</u>. This Agreement, together with any SOWs, contains the entire understanding of the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

(d) <u>Amendment</u>. This Agreement may be amended, modified, extended, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by all of the Parties.

(e) <u>No Personal Liability</u>. Fraser Gorrie is signing this Agreement solely in his capacity as an officer and employee of The Technifar Corporation. Nothing in this Agreement shall be construed to impose any personal liability on Fraser Gorrie individually, and Client agrees to look solely to The Technifar Corporation for performance of Developer's obligations hereunder.

(f) <u>Independent Contractor</u>. Developer is an independent contractor and not an employee, partner, or joint venturer of Client. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship. Developer shall be solely responsible for all taxes, withholdings, and other statutory obligations related to Developer's compensation.

(g) <u>Assignment</u>. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party; provided, however, that Client may assign this Agreement to any successor entity in connection with a merger, acquisition, or sale of all or substantially all of Client's assets, upon written notice to Developer.

(h)   Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

(i)   Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such Party's right to enforce such provision or any other provision in the future.

(j)   Non-Competition. During the term of this Agreement and ~~for a period~~thereafter, and without limitation of ~~two (2) years following its termination~~Developer's other obligations hereunder, Developer agrees not to: (i) develop, design, or build a software application that directly competes with ~~PeerLoop's~~Client's core functionality as an online peer-based educational platform; (ii) use any Confidential Client Information, Client Materials, or Deliverables to create a competing product; or (iii) solicit or encourage any of Client's users, customers, or course creators to use a competing platform. This restriction shall not prevent Developer from providing general web development services to other clients in the education sector, provided such services do not involve creating a direct competitor to ~~PeerLoop~~Client.

(k)   Change of Control. The Parties acknowledge that this Agreement reflects a working relationship based on mutual trust between Developer and Brian LeBlanc personally. In the event of a Change of Control of Client, Developer shall have the right, exercisable within sixty (60) days of receiving written notice of such Change of Control, to either: (i) terminate this Agreement upon thirty (30) days' written notice without penalty; or (ii) request renegotiation of the terms of this Agreement, in which case the Parties shall negotiate in good faith for a period not to exceed thirty (30) days. If renegotiation is requested but the Parties are unable to reach agreement within such period, either Party may terminate this Agreement upon written notice. For purposes of this Section, "Change of Control" means: (A) the sale or transfer of more than forty-nine percent (49%) of the ownership interests in Client; (B) a merger, consolidation, or similar transaction in which Brian LeBlanc ceases to control the day-to-day operations of Client; or (C) the sale of all or substantially all of Client's assets.

13. **Notices**. ¶
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~~14.~~   All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by email to the addresses set forth below (or to such other address as a Party may designate by notice):

If to Client: Brian LeBlanc: Email: ~~[email address]~~bjleblanc@gmail.com

If to Developer: The Technifar Corporation Attn: Fraser Gorrie Email: [fraser@meristics.com]

Notices sent by email shall be deemed received upon confirmation of receipt by reply email, read receipt, or other reasonable evidence of delivery. Either Party may update its notice address by providing written notice to the other Party.

14. **Client Cooperation**. ¶
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Client acknowledges that Developer's ability to perform the Services depends on Client's timely cooperation. Client agrees to:¶

~~(a) Provide~~ (i) provide timely access to Client Materials, systems, accounts, and personnel reasonably necessary for Developer to perform the Services;¶

(b) Respond (ii) timely respond to Developer's requests for information, feedback, or approval within five (5) business days, unless a different timeframe is agreed;

(c) Designate; (iii) designate a primary point of contact authorized to make decisions on Client's behalf; (it being understood and

(d agreed that Brian LeBlanc shall serve as such point of contact unless and until Client otherwise notifies Developer; and (iv) Notify Developer promptly of any changes to project requirements or priorities.

15.   If Client's failure to cooperate causes delays in Developer's performance, any affected deadlines shall be extended by a reasonable period, and Developer shall not be liable for such delays.

15. **Portfolio Rights**.

16.   Upon completion of the project or withWith Client's prior written consent, Developer may include a general description of the Services performed and non-confidential screenshots or descriptions of the Deliverables in Developer's portfolio, website, and marketing materials for the purpose of showcasing Developer's work to prospective clients. Developer shall not disclose Confidential Client Information or Client Materials in such materials without Client's prior written approval.

16. **Force Majeure**.

17.   Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, epidemics, pandemics, government actions, power failures, internet or telecommunications failures, or failures of third-party service providers. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the impact of the force majeure event.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties and the undersigned intervenors have executed this ~~First Amendment~~Agreement as of the date first set forth above.

CLIENT:

ALPHA PEER, LLC

By: _____

Brian LeBlanc
Founder and Sole Member

DEVELOPER:

**THE TECHNIFAR CORPORATION
(D/B/A MERISTICS)**

By: _____

Fraser Gorrie
President

Exhibit A

Deliverables

DELIVERABLES

1. Overall Project Goal

The ultimate deliverable under this Agreement is a minimum viable product ("MVP") web application for "PeerLoop," an online peer-based educational platform of Client. The MVP will enable course creators to publish educational content and learners to engage with that content in a peer-supported environment.

2. Iterative Development Approach

The Parties acknowledge that PeerLoop is in early-stage development and that the specific features, functionality, and technical implementation of the MVP cannot be fully defined at the outset. Accordingly:

(a) The Deliverables shall be developed iteratively through a series of prepaid blocks of hours ("Blocks"), each accompanied by a Statement of Work ("SOW").

(b) Each SOW shall describe the intended Deliverables for that Block based on the project's status at the time of SOW creation.

(c) Upon completion of each Block, the Parties shall evaluate progress and mutually agree on the scope of the next SOW. Features, priorities, and technical approaches may be adjusted based on learnings from prior Blocks.

(d) A preliminary Block structure through MVP completion has been outlined by Client and Client's advisor; however, this structure is a planning guide only and will evolve as the project progresses.

3. MVP Acceptance Criteria

The MVP shall be deemed complete when the Parties mutually agree in writing that:

(a) Core MVP functionality has been implemented sufficient for initial user testing and investor demonstration;

(b) The application is deployable to a production environment; and

(c) Client has accepted the final SOW deliverables in accordance with Section 2 of the Agreement.

4. Current SOW Reference

The specific Deliverables currently in progress are set forth in the most recent SOW executed by the Parties, which is incorporated herein by reference.

SERVICES

1. Scope of Services

Developer shall provide the following categories of Services in support of the Deliverables described in **Exhibit A**:

   (a) Software Development: Design, coding, testing, and deployment of web application components using the agreed-upon technology stack.

   (b) Technical Consultation: Advising Client on technology choices, third-party service selection, architecture decisions, and implementation approaches.

   (c) Project Planning: Collaborating with Client to define SOW scope, estimate effort, prioritize features, and plan Block execution.

   (d) Integration Services: Connecting third-party services, APIs, and platforms as required for the application's functionality.

   (e) Documentation: Providing technical documentation reasonably necessary for Client to understand, maintain, and operate the Deliverables.

2. Block and SOW Structure

Services shall be performed in sequential Blocks as follows:

   (a) Prior to each Block, the Parties shall execute a SOW describing the intended Services and Deliverables for that Block.

   (b) Each SOW represents the Parties' good-faith estimate of what can be accomplished within the Block's prepaid hours. Actual progress may vary based on technical complexity, changing requirements, or unforeseen challenges.

   (c) Upon execution of a new SOW, such SOW shall supersede all prior SOWs with respect to the scope of Services and Deliverables to be performed, except that all terms of this Agreement shall continue to apply.

   (d) Work items from prior SOWs not completed may be carried forward into a new SOW by mutual agreement.

   (e) Either Party may propose adjustments to tasks, priorities, or deliverables during a Block; such adjustments shall be documented in the subsequent SOW.

3. Preliminary Block Structure

The Parties have discussed a preliminary Block structure to guide planning through MVP completion. This structure is provided for reference only and shall be refined through successive SOWs:

Block: 1
Focus Area: Project setup, tech stack, initial architecture
Status: Completed

Block: 2
Focus Area: As defined in SOW of invoice 437-002
Status: Work-In-Progress

Blocks: 3+
Focus Area: Subsequent Blocks to be defined based on progress
Status: Future

Note: Block count, scope, and sequencing will evolve based on project progress and changing priorities.