



Contract for Development of Application Prototype

This agreement is made on 26/05/2025, between:

Andrei Voicu Tomuț

Commercial Registration Number: F26/515/2021

Tax ID (CUI/CIF): 44254671

Address: Mureș County, Târgu Mureș Municipality, Muncii Street, No. 1, Apartment 2, Mu
Târgu Mureș, Mureș County

Referred to as the “**Contract for Development of Application Prototype**”

And

Proadvisor Group

Registration Number: 17142709

Address: Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Telliskivi tn 57, 10412

Representing “Proadvisor Group” (the “Proadvisor Group”)



Purpose

The purpose of this contract is to outline the terms and conditions for the development of a prototype application by Andrei Voicu Tomuț, to be presented on May 28, 2025.

Payment Terms

- **Payment Conditions:**

- Payments for the development of the application will be made only upon receiving funding from new investors.
- If funding is not received within 5 months from the delivery date, Proadvisor Group will make the payment to Andrei Voicu Tomuț for his work.

- **Amount:**

The total agreed amount for the development of the application is 3000 Euros+VAT.

Timeline

- **Delivery Date:** The application prototype will be delivered by May 28, 2025.
- **Funding Deadline:** Proadvisor Group has 5 months from the delivery date to secure funding from investors.

Responsibilities

Andrei Voicu Tomuț:

Andrei Voicu Tomuț shall develop the Global Property SaaS Platform Prototype as defined in the Business Requirements Document (BRD) and Onboarding Process documentation. The prototype must include:



- **Role-based access:** (Admin, Buyer, Seller, Agent) with user registration, KYC verification, and document management.
- **Core functionalities:** Property listing/management, AI-driven search/recommendations, fraud detection, payment/financing integration (full/partial transactions), and real-time transaction tracking.
- **Compliance:** GDPR adherence, data encryption, scalability for 500,000+ users, and regional legal/ownership verification via partnered notaries.
- **Technical alignment:** Integration with third-party services (banks, legal databases) and modular architecture to support future extensions (C2C/B2B/B2C models).

All deliverables must adhere to functional/non-functional requirements outlined in the BRD.

Ownership of the prototype and associated IP remains exclusively with Proadvisor Group.

Proadvisor Group:

- To provide necessary resources and information to facilitate the development.
- To ensure timely payment as per the conditions outlined in this contract.

Confidentiality and Non-Disclosure Agreement (NDA)

- **Confidentiality:** Both parties agree to keep all information related to this contract and the application development confidential.
- **Non-Disclosure:** Andrei Voicu Tomuț agrees not to disclose any proprietary information, trade secrets, or any other confidential information belonging to Proadvisor Group to any third party without prior written consent.
- **Ownership:** The solution developed by Andrei Voicu Tomuț shall be the sole property of Proadvisor Group. All rights, title, and interest in the application prototype will belong exclusively to Proadvisor Group.



Non-Compete Agreement

- **Non-Compete Clause:** Andrei Voicu Tomuț agrees not to engage in any business activities, within **Estonia**, that directly compete with the **Global Property SaaS Platform** developed for Proadvisor Group. “Direct competition” is defined as:
 - Developing or providing SaaS platforms for real estate transactions.
 - Offering services involving AI-driven property recommendations, fraud detection, or integrated payment/financing solutions.
 - Facilitating property verification, legal document management, or ownership transfers through digital platforms.
 - Replicating, reverse engineering, or creating derivative works based on the Global Property SaaS Platform’s proprietary code, architecture, design, or functionality, whether in whole or in part, without express written authorization from Proadvisor Group.
- **Geographic Scope:** This non-compete agreement applies within Estonia.
- **Exceptions:** This clause does not restrict Andrei Voicu Tomuț from working on projects that are not in direct competition with **Global Property SaaS Platform** developed for Proadvisor Group.

Governing Law

This contract shall be governed by and construed in accordance with the laws of Estonia.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Date:

For and on behalf of

Maciel Emelina Cortez (ProAdvisor Group)

For and on behalf of

Andrei Voicu Tomuț