



STATEMENT OF WORK 03

Hair Club - Sales and Revenue Model Improvements (Phase 1)

This Statement of Work No. 03 (“SOW 03”) is effective as of the date of the last signature set forth below (“Effective Date”) by and between **Hair Club for Men, Ltd., Inc. dba HairClub**, a Florida corporation with its principal offices located at 1499 West Palmetto Park Road, Ste. 111, Boca Raton, Florida 33486 (hereinafter called “**HairClub**” or “**Company**”); and **Shopdev LLC.**, a Wyoming limited liability company having its registered office at 1049 El Monte Avenue, STE C #710, Mountain View, CA 94040 with EIN Number: 30-1242776 (hereinafter called “**Shopdev**” or “**Service Provider**”). The Company and Service Provider shall also be referred to individually as a “Party” and collectively as the “Parties.” This SOW 03 shall be subject to the terms and conditions of the Master Services Agreement entered into between the Parties on September 15, 2021 (“Agreement”). Any terms not defined in this SOW 03 shall have the meaning ascribed to them in the Agreement.

1. SERVICES

1.1 Scope of Work

The following services and deliverables (“Services”) will be delivered by Service Provider in context of the **Sales and Revenue Model Improvement (Phase 1)**:

- Requirements Document
- Data Model Document
- Sale Analysis Report
- Sale Refund Report
- Franchise Sale Report
- Sales & Revenue Dashboard

Service Provider will make appropriate resources available to run multiple requirements gathering sessions with Company’s subject matter experts in order to gather the complete scope and project requirements.

The complete set of detailed requirements for the project will be documented by Service Provider in a separate “Requirements Document” which will be aligned with the Company and signed off prior to implementation.

Services shall not commence until this SOW 03 has been fully executed, and the first invoice has been issued to the Company to initiate the project.

Any ongoing technical support and maintenance services after the successful delivery of the project will be mutually agreed upon between Service Provider and the Company independently to this SOW 03 in a separate support and maintenance contract.



1.2 Resource Allocation & Project Timeline

The following resources will be allocated by Service Provider in context of the Project:

- 1 x Head of Delivery (Chief Architect) @ 12.5% capacity
- 1 x Project Manager @ 50% capacity
- 1 x Business / Data Analyst @ 50% capacity
- 1 x Senior Data Engineer @ 100% capacity
- 1 x Power BI Developer @ 50% capacity

The **project timeline**, from the start date of implementation, with the proposed set of resources above, is estimated at: **14 weeks**

A detailed Project Plan will be delivered prior to the start date of implementation that will stipulate the breakdown of the different phases of the project and the work breakdown by resource.

1.3 Location of Services

The Services under this SOW 03 shall be performed by the Service Provider's development team in Lahore, Pakistan under the direction of Company resources located in the US.

1.4 Reports and Meetings

Service Provider shall provide Company with regular project summaries as requested by Company, outlining current progress, time expended, any anticipated problems, and remaining time to completion. At project end, Service Provider shall provide a final project report as requested by Company.

1.5 Personnel and Contacts

	Service Provider Contact	Company Contact
Name/Title	Ali Ahmad Aziz - CEO	Brian Rensing Senior Director, Technology
Phone and Email	SHOPDEV LLC. Phone: +1 650 250 4415 Email: ali@shopdev.co	Hair Club for Men, Ltd., Inc. Phone: (513) 708-9209 Email: BRensing@hairclub.com



2. PRICING & PAYMENT TERMS

2.1 Fees

The Services will be provided to the Company on a Fixed Price basis for the defined scope of work that will be signed-off by the Company prior to implementation.

In consideration for and subject to Service Provider's full performance of the obligations as described herein and the Agreement, Company shall pay the following fees for the Services:

Total fixed fees: USD 44,000.00

In no event shall Company be obligated to pay more than USD \$44,000.00 for the Services provided, without a fully executed SOW signed by both parties in accordance with Section 3 below.

The total fixed fee includes ad hoc product strategy, business analysis and technical advisory consulting, as part of the Service for the successful delivery of the project and ongoing work.

The above fee is on a Fixed Price basis for all Services under this SOW 03 and shall not be exceeded unless the parties agree in writing on a change in project scope (and corresponding change in price for such increase in scope). Service Provider shall bill for any agreed changes in scope at a rate no greater than Service Provider's rates in effect on the Effective Date. Service Provider shall not invoice Company for, and Company is not required to pay for any Services that are not rendered as of the date of expiration or termination of this SOW 03.

2.2 Billing Schedule

Service Provider shall submit invoices per the following project schedule:

S. No	Milestone	% of TCV	Cost (in USD)	Acceptance Criteria
M1	Project Initiation	20%	\$8,800.00	SOW 03 Signed Off
M2	Requirements Gathering and Data Model Design complete	15%	\$6,600.00	Requirements Document and Data Model Document
M3	Report 1 - Sale Analysis. UAT - sign off	15%	\$6,600.00	Sales Analysis Report completed.
M4	Report 2 - Sale Refund. UAT - sign off	15%	\$6,600.00	Sales Refund Report completed



M5	Report 3 - Franchise Sale. UAT - sign off	15%	\$6,600.00	Franchise Sales Report completed
M6	Sales & Revenue Dashboard. UAT - sign off	20%	\$8,800.00	Sales & Revenue Dashboard completed
Total (USD)			\$44,000.00	

TCV: Total Contract Value

UAT: User Acceptance Test

Company shall have a maximum of net ten (10) calendar days, after submission of each milestone by Service Provider, to review and evaluate the milestone deliverables and either provide feedback to Service Provider for any bug fixes or sign off the milestone as completed. If no feedback or sign off approval is received from the Company within net ten (10) calendar days from the submission date, the milestone will be considered as completed and approved.

Service Provider shall submit the first invoice to Company upon signature of this SOW 03 for the commencement of the project which shall be processed within fifteen (15) days receipt of invoice by Company, and thereafter each invoice shall be submitted on completion of the Acceptance criteria and shall be processed within net fifteen (15) days from receipt of invoice by Company, as outlined in the Agreement.

2.3 Expenses

Company shall pay for the following expenses of Service Provider in connection with the Services (in each case subject to the requirements in the Agreement):

- All hosting, platform and server resources required to complete the project.
- If applicable, any travel expenses specifically requested by Company for the sake of completing and delivering the project and for any ongoing development, in case Service Provider's resources need to be present onsite at Company's premises in accordance with Company's Reimbursement Policy attached to the Agreement as Exhibit A.

Pricing is based on Service Provider's Services as set forth in this SOW 03. Any changes to those Services must be approved in advance by Company. Parties acknowledge and agree that any change to the Services may result in an adjustment in Service Provider's pricing.

Any additional costs associated with Services that are above and beyond the scope of this SOW 03 shall be managed as per the Change Management Procedure in Section 3.



3. CHANGE MANAGEMENT PROCEDURE

It may become necessary to amend this SOW 03 for reasons including, but not limited to, the following:

- i. Changes to the scope of work and/or specifications for the Services,
- ii. Changes to the Invoice Schedule,
- iii. Changes to the project schedule due to unavailability of resources which are beyond either party's control,
- iv. Environmental or architectural conditions not previously identified.

Company may at any time request and Service Provider may at any time recommend additions, deletions or amendments in the Services under this SOW 03. Company has the right to approve through these Change Control procedures any changes to the SOW 03 that may impact the Services, or require Company to change the way it conducts its operations, or modify the charges or costs for Company. Changes shall be requested in writing, signed by an authorized representative of the Party requesting the Change ("Change Request").

Service Provider shall have no obligation to perform, and Company shall have no obligation to pay for services related to any proposed modification or change unless both Parties have mutually agreed to the modifications or changes in writing in accordance with the procedures set forth herein. The Change Request shall include a reasonably detailed description of the scope and nature of the requested Change.

3.1 Change Request. A change request form initiated by either Service Provider or Company shall be the vehicle for communicating changes by either party. A change request form must be signed by both parties to authorize investigation of the recommended changes. The investigation will determine the impact that the implementation of the change will have on price, schedule and other terms of the SOW 03. Service Provider shall provide Company with a written report of such impact after the investigation is complete. If Company withholds approval of a change request, Company will provide Service Provider with its reasons for such rejection.

3.2 Change Investigation Costs. Company is not obligated to pay for any costs of investigating any change if requested by Service Provider, and is not obligated to pay for any costs of investigating any change requested by Company unless such charges are specifically set forth in writing and in advance in a change request form that is then signed by Company. Service Provider will separately invoice Company for any agreed charges specified in the executed form. Company is not obligated to pay for any other charges relating to the Change Control process, including, without limitation, any time spent by Service Provider representatives in creating the change request form, or discussing them with Company.



3.3 Change Authorization. If Company elects to proceed with the change, the change request form must be signed by both parties to indicate mutual authorization to implement the change. Until a change is mutually agreed in writing, both parties shall continue to act in accordance with the latest mutually signed version of this SOW 03. The change request form indicating a mutually approved change, when signed and delivered by both parties, shall be binding on the parties and shall be incorporated into this SOW 03. The parties may also execute a formal amendment to this SOW 03 with respect to the changes in the signed change request form.

4. INTELLECTUAL PROPERTY

In accordance with the terms of the Agreement, Company will own all Work Product generated by Service Provider from this project, with the Service Provider providing all Work Product to include but limited to the source code and documentation to Company throughout and at the end of the project. This section is intended to supplement the terms of the Agreement and the Agreement shall control in the event of any conflict between this SOW 03 and the Agreement, the terms of the Agreement shall prevail and control.

5. RESPONSIBILITIES OF THE PARTIES

5.1 Company Responsibilities

- Designate a single point of contact to act as the primary interface with the Service Provider.
- Participate in regularly scheduled and ad hoc meetings with Service Provider as agreed to support delivery, and as needed to address issues and risk mitigation.
- Work with the Service Provider in the best interest to support the Service Provider meeting its responsibilities specified in this SOW 03.
- Review, approve and pay invoices in a timely manner according to schedule.

5.2 Service Provider Responsibilities

- Designate a single point of contact to act as the primary interface with Company.
- Provide the qualified resources as outlined in Section 1.2 detailed in this SOW 03 to be available for the Duration of Services, including: a) finding alternative resource(s) if the Services cannot be delivered due to sickness or holiday; and b) supply of suitably skilled resource(s) to cover arranged leave periods.
- Submit deliverables in accordance with agreed-upon schedule.
- Schedule and conduct regular status update meetings with the client.
- Identify, escalate and share risks and issues with the client promptly.
- Submit invoicing and receipts in a timely manner according to schedule.

Except as expressly modified by this SOW 03, all other terms of the Agreement remain in full force and effect.

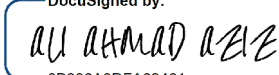
Each representative who signs below guarantees that he/she is duly empowered & authorized by his/her respective company to enter into and be bound by the commitments and obligations contained herein.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.



IN WITNESS WHEREOF, the parties have duly affixed their signatures and executed this SOW 03 Agreement as of the Effective Date.

SHOPDEV LLC.

By:  DocuSigned by:
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Name: Ali Ahmad Aziz

Title: Founder & CEO

Date: 11/25/2021

HAIR CLUB FOR MEN, LTD., INC.

By:  _____

Name: M. Mike Nassar

Title: President & CEO

Date: 12/02/2021