## Hardware Silent Whisper Development Agreement

This hardware application development agreement (“**Agreement**”) shall be deemed effective as of

01 September 2020 by and between the following parties:

Epoch Technologies Co., Ltd (Developer) and

Laso Technology Limited (Customer).

## Recitals

The Customer has requested the development of a hardware and necessary items supporting the hardware development including but not limited to Source Code, Design Concept and Drawings, User’s Interferace, Software, Mobile Applications, Application Package and all related items (“**Development**”) meeting the standards contained within this agreement.

On 31 August 2020, Laso Technology Limited (the Customer ) wished to develop a hardware product.

Epoch Technologies Co., Ltd (Developer) is engaged in the making of such **Development** and holds all the necessary tools to obtain the needed results of this agreement.

**Employment**

The Customer wishes to engage the developer for services as a an independent contractor for the sole purpose of designing the **Development** contained within this **Agreement**.

The Developer is, for the sake of this **Agreement**, an independent contractor and under no condition shall be considered an employee of the

Customer.

## SCOPE OF WORK

The scope of work is the **Development** of “**Silent Whisper**” as per the requirements specifications mentioned in Exhibit A as “Scope of the work”.

## Deliverables

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S  No. | Deliverable Name | Given By | Scope | Remarks |
| 1. | Scope of the Work | Developer | Scope of work, commercials | Mentioned in the Exhibit A |
| 2. | Application package | Developer | Android and IOS Application Package to Customer. | Nil |
| 3. | Alpha version prototype | Developer | A simple prototype that contains most of the required functions. | Nil |
| 4. | Beta version prototype | Developer | A sophisticated prototype that contains all the functions. | Nil |
| 5. | Source Code | Developer | It should be given to the customer with **full intellectual property rights and ownership** to use, redistribute, modify it after fulfillment of commercial liabilities. | Nil |
| 6. | Design Concept and Drawings | Developer | Nil |
| 8. | Related Items | Developer | Nil |
| 9. | Weekly Updates | Developer | Weekly updates on the application development by developer to the customer | Nil |

**Fixed Price**

Developer is proposing a fixed price for the **Development** of required “**Silent Whisper** ” as follows

Following are the details of Project Duration and Fixed Price:

|  |  |
| --- | --- |
| **Project Duration**  (effective as of 1 Spetember 2020 to 30 November 2020 that the developer must ensure beta version prototype fullfills all the requirements and conditions on the Scope of Work and receives acceptance from Customer) | **Maximum project duration and Delivery Time : 3 months from 1 September 2020**  **Stages:**  **1.** Project function design (30working days)  2. Project development (30 working days)  3. 1st round Project testing and bug fixes (15 working days)  4. 2nd round Project testing and bug fixes, Completion Acceptance (15 working days) |
| **Fixed Price** | **$ 100 Hong Kong Dollar** |

The Parties have agreed that the payments listed below are fair and just for the services being provided.

The Customer should pay 30% of the payments no later than 30 days from the date of signing the contract. The developer develops two versions of prototype, then conducts 2 rounds of testing and fix most of the BUGS, the remaining 70% of the payment shall be paid after the completion of the project.

The developer should provide free **Development** maintenance for 3 months from the date the beta version prototype fullfills all the requirements and conditions on the Scope of Work and receives acceptance from Customer.

The deteails of payment to the Developer are as follows:

Bank: The Hongkong and Shanghai Banking Corporation Limited

Name of Account: EPOCH TECHNOLOGIES LIMITED

Account Number: 038-521282-838

payments shall be invoiced to the Customer no later than 60 days from project completion.

## Deposit

As security for the correct fulfilment of this Agreement the Developer shall pay a deposit of $ 30,000 Hong Kong Dollar within 3 banking days from the date of this Agreement. [The deposit](https://www.lawinsider.com/clause/deposit/_3) shall be placed with paid to Customer's nominated bank and held by the Customer in the Customer's account listed below. The Deposit should be returned to the Developer within 3 banking days from the date of beta version prototype fullfills all the requirements and conditions on the Scope of Work and receives acceptance from Customer or 31 December 2020 (whichever is latter).

Account Name : LASO TECHNOLOGY LIMITED

Bank :  The Hongkong and Shanghai Banking Corporation Limited

Account number: 038-566683-838

## Intellectual Property Rights and Ownership

All Intellectual Property, including the hardware and necessary items supporting the hardware development including but not limited to Source Code, Design Concept and Drawings, User’s Interferace, Software, Mobile Applications, Application Package and all related items, during the project is owned by the Customer, and will be turned over to the Customer at the conclusion of the project by Developer and after the fulfillment of all commercial obligations by the Customer.

The Customer is the sole owner of All Intellectual Property with full intellectual property rights and ownership. All ownership and development rights shall refer to law and registration on Intellectual Property protection under the Hong Kong Special Administrative Region of the People's Republic of China (HKSAR, PRC).

## Term

This hardware application development agreement shall become effective as of the agreement date and will continue until all services are completed and approved by the Customer or termination is requested by either party by giving 4 weeks prior notice in writing.

## Termination

This hardware application development agreement may be terminated by either party for the following reasons:

* In the instance of a material breach of any terms and conditions contained within this

agreement.

* In the instance either party receives conviction of a crime or files for bankruptcy during the agreement terms.

## Termination Responsibilities

Upon termination of this agreement the Developer will submit an invoice for all services

completed to date to the Customer.

The Developer will also upon termination of this agreement turn all licenses, documentation, related intellectual property rights ,and completed work over to the Customer within 7 days of the termination date.

## Developer Responsibilities

The Developer shall create the **Development** inclusive of all details included in this **Agreement**.

The Developer shall test and ensure the functions of **Development**, meet specifications specified in the scope of work appropriately and reliably prior to final delivery to the Customer.

The Developer will enable the **Devlopement** with the necessary time, energy, and staffing needed to produce quality results.

Upon completion of the **Devlopement**, the Developer shall assist the Customer in installation and inform the way of use of all related software.

Upon completion of all services, the Developer shall turn any hardware and necessary items supporting the hardware development including but not limited to Source Code, Design Concept and Drawings, User’s Interferace, Software, Mobile Applications, Application Package and all related items under the **Agreement** over to the Customer after The Customer finish all payments and without delay.

## Customer Responsibilities

The Customer shall engage with the Developer on the agreed weekly dates to conduct check in reports.

The Customer shall provide all needed support and assistance as needed by the Developer for the completion of this mobile application development agreement.

The Customer agrees to provide all the necessary information and services needed to the

Developer.

The Customer should complete all the progress draw in time to ensure smooth progress of the project.

## Support Period

The Developer agrees to provide the Customer with a continuance of support for the hardware application for a period of 6 months from 30 November 2020 (service updates without modifying the framework module or involving beta versionary development. If it exceeds the service content, it may be billed separately).

The Support provided shall be inclusive of any repairs needed for bugs, glitches, and issues related to the **Devlopement**.

## Confidentiality

The Developer agrees both during and for a period of 365 days from the completion or

termination of this **Agreement** to hold all materials at a level of the highest confidence.

This is inclusive but not limited to any technical data, trade secrets, know-how, software,

designs, drawings, engineering, formulas, or technology.

## Warranties

Each party shall have full authority to perform any and all deliverables contained in this mobile application development agreement.

This **Agreement** is legally binding and enforceable as such.

The Developer retains the right to dictate all methods and manners by which the services

included in this agreement are performed.

The services performed shall be done in a legally acceptable manner and shall not violate any local or any laws and regulations under the Hong kong Special Administration Region, People’s Republic of China.

All services included in this agreement shall be performed by the Developer and the Customer shall not be responsible for any hiring, supervising, or payment of any individuals assisting the Developer in this agreement.

The Developer shall remain responsible for any employees and expenses incurred during the term of this agreement.

## Indemnification

The Developer shall indemnify and hold the Customer and it’s affiliates harmless for any and all damages, losses, expenses, claims, liabilities, and judgments that may arise from the result of the Developer’s own misconduct or negligence.

The Customer shall indemnify and hold the Developer as well as any associates of the

Developer harmless from any and all claims, losses, expenses, liabilities, or fees that may occur from the Customer's negligence or breach of this **Agreement**.

## Return of Property

Within 15 days of the completion or termination of this **Development.**

agreement the Developer agrees to return any and all Samples, Products, Software, Models, and documents pertaining to this **Agreement** to the Customer.

Any Property given to the Developer for purposes of supporting this **Agreement** by the Customer shall remain the sole property of the Customer and shall be returned as such.

The Developer warrants that the use of the **Development** being developed will not infringe on any trademarks, copyrights, patents, or any other third party rights.

In the instance the Developer becomes aware of any of the above taking place, the Developer will be responsible for notifying the Customer as well as seeking the needed permissions.

The Customer acknowledges any and all text, photos, trademarks, designs, or other artwork given to the Developer is Companies rightful property and they have the appropriate permissions to use products as such.

## Amendments

No Amendments or modifications of this **Agreement** shall be permitted without prior written consent between the parties.

## Assignment

The Customer reserves the right to assign this **Agreement** as they deem necessary.

The Developer may not assign, subcontract, or delegate any portion of this mobile application development agreement without prior written consent from the Customer.

## Force Majeure

Neither party shall be considered in default or breach of contract in the instance of any delay pertaining to an act of god such as fire, explosion, Flood, or acts out of the control of such party such as riot, war, or terrorism.

In the event of such acts occurring the party is expected to notify the remaining party of such actions as well as a resolution date.

Any and all notifications in regards to this hardware application development agreement shall be delivered via email, person, or certified letter by the respective parties to the following addresses and email:

For Developer

Address: flat B, 12/F, Hang Seng Causewaybay Building, Causeway Bay, HK

Email: hansonchan001@gmail.com

For Customer

Address: Unit 1103,11/F, 29 Austin Rd, Tsim Sha Tsui, Kowloon

Email: Lasotech.nnmt@gmail.com

## Governing Law

This mobile application development agreement shall be governed by the laws of

Hong kong Special Administration Region, People’s Republic of China.

Any and all Litigations pertaining to this agreement shall be under the jurisdiction as so.

Furthermore the prevailing party shall retain the right for the reimbursement of any expenses resulting from such litigation.

## Severability

In the instance any terms or conditions contained within this mobile application development agreement are found to be ineffective or unenforceable by the court of law the parties shall have the ample opportunity to replace that term with a likewise enforceable term.

The replaced term shall in no way affect the remaining terms, all remaining terms and conditions shall remain in full effect.

## Entire Agreement

This mobile application agreement constitutes as the complete and final agreement between the Parties.

This agreement shall supersede any and all previous entered agreements whether written or oral between the Parties.

## Payment term

Account Name: Epoch Technologies Co., Ltd

Bank:  The Hongkong and Shanghai Banking Corporation Limited

Account number: 038-521282-838

## Agreement

The parties hereby acknowledged the receipt and understanding of this agreement in its entirety.

The Customer(signature & seal) The developer(signature & seal)

By: By:

Date: Date:

# EXHIBIT A

**Scope of the Work (R&D+technical support)**





**Updated Section of “Technical Support: Mobile App Integration” (25th Sep)**

An Android app that supports 6 features mentioned below is developed. Its APK application file, Android Studio source code, documentation and UX tutorials are provided in form of PDF document and other supplementary illustrations posted on Figma if needed. Documentation explains how each feature are actualized with Bluetooth mechanism. Each feature is tested and proven to function with no bug under the found technical limitations of the Android OS.

**Feature 1: Volume Control**

Before use, the user has to record short words to let the algorithm recognize the voice of user. Silent Whisper constantly records audio with its MEMS mic, and sends to audio to app. The app cuts real-time recording into short MP3 audio, and post to Google Cloud Platform audio analysis. Upon real-time detection of exceeding speech volume along with recognition of user’s speech with speaker diarisation, Silent Whipper gets vibrated.

**Feature 2: “Tap Tap” Vibration Communication**

Upon a button press by Silent Whisper, all the Silent Whispers in the same pre-defined MQTT group selected in the app will get vibrated in 3 predefined patterns. As the current development stage does not include user account management, the user can select one out of 10 pre-hosted groups in the MQTT broker. All users who selected the specific MQTT group will get vibrated by any user who is also in the same group.

**Feature 3: Voice Recording**

Upon a button press by Silent Whisper, voice recording is started/stopped. The recording is stored into mobile phone memory in MP3 format. The MP3 file named with timestamp. Volume control feature is temporarily closed while recording, and is re-initialized when the recording is done due to technical limitation of the android application.

**Feature 4: Voice to Text**

Upon a button press on App UI, the recorded MP3 file is posted to Google Cloud Platform, and analyzed with Google Speech-to-text API. A transcript is generated on the mobile app UI. Cantonese and English supported.

**Feature 5: Fake call in**

Upon a button press by Silent Whisper, a phone call UI is shown with 3 sets of selectable ring tone plus UI. When the fake call is accepted, a pre-recorded audio is played. When the fake call is declined, the UI quits, and return to the main screen of the phone launcher.

**Feature 6: Emergency call out**

Upon a button press by Silent Whisper, a real phone call is made. The phone number to call can be configured on the mobile app.

