

## **MACHINE LEARNING AND DATA ANALYSIS PROJECT AGREEMENT**

This Agreement (“Agreement”) is entered into as of June 15 ,2025 (the “Effective Date”), by and between:

**Cobnect Inc.**, a corporation duly incorporated under the Canada Business Corporation Act, having its principal office at: 2805-5 Soudan Ave, Toronto, ON M4S 0B1 with business number: 765302021RC0001 and official email address: [info@cobnect.com](mailto:info@cobnect.com), duly represented by its co-founders Mr. Saman Sakhaei and Mrs.Yalda Fazli (hereinafter referred to as the “Client” or “Cobnect”),

AND

**Mr. Pooya Chavoshi Asl**, a private individual and legal resident of the Islamic Republic of Iran, with email address: [Pooyachavoshi@gmail.com](mailto:Pooyachavoshi@gmail.com) (hereinafter referred to as the “Contractor”).

Collectively referred to as the "Parties" and individually as a "Party."

WHEREAS Cobnect Inc. is a Canadian technology startup providing an AI-powered platform for remote home energy audit and sustainability assessments;

AND WHEREAS the Contractor possesses the technical capabilities to develop machine learning models and data analytics solutions necessary to support Cobnect’s machine learning engine;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

### **1. Project Scope and Deliverables**

The Contractor shall design, develop, and deliver an end-to-end data analysis and machine learning solution to support Cobnect’s remote energy audit system. The scope of work includes, but is not limited to:

- Acquisition and integration of relevant open-source and internal datasets (including EnerGuide and housing data);
- Data cleaning and quality control, including the detection and handling of missing, inconsistent, or outlier values using appropriate statistical or domain-based techniques;
- Performing exploratory data analysis to understand distributions, correlations, and data gaps;

- Feature engineering, including the creation, transformation, and selection of predictive variables to improve model accuracy and robustness;
- Designing, training, and validating multiple machine learning models using appropriate algorithms (e.g., regression, tree-based models, ensemble methods);
- Conducting model evaluation using error metrics such as MAE, RMSE, and  $R^2$ , and selecting the model with the lowest achievable and scientifically defensible error based on cross-validation or holdout testing;
- Documenting the model selection and tuning process, including hyperparameters, assumptions, and known limitations;
- Delivering complete, clean, and well-organized source code, notebooks, configuration files, and other materials required for deployment;
- Developing a fully functional, documented, and testable API interface for the deployed machine learning model, allowing the Client's platform to interact with the model for real-time or batch predictions
- Providing a full written technical report and summary document that explains key methods, outcomes, and final results in a format accessible to both technical and non-technical audiences;
- Deploying the final selected model into Cobnect's production or staging environment, in a ready-to-integrate state;
- Offering 10 calendar days of post-deployment technical support.

## **2. Timeline and Progress Management**

- a) The Contractor shall use best efforts to complete the entire project within four (4) to six (6) weeks from the official project start date. Notwithstanding the foregoing, the project must be fully completed, delivered, and accepted within a maximum period of seventy (70) business days from the start date. Any delay beyond this period shall constitute a material breach and trigger the remedies described in Section 6 of this Agreement.
- b) The Contractor agrees to actively participate in the project management process by attending at least two scheduled progress meetings per week, with the understanding that additional meetings may be scheduled as reasonably required, subject to the mutual agreement of both Parties. The Contractor shall also conduct a demo session every fourteen (14) days to present measurable model improvements or key milestones and shall submit monthly written status reports outlining completed tasks, upcoming objectives, and any outstanding issues or blockers.

- c) The Client shall cooperate in good faith throughout the duration of the project and shall, without undue delay, provide the Contractor with access to all internal data, documentation, technical specifications, and platform-related resources reasonably necessary to perform the services described herein.
- d) The Client agrees to attend scheduled meetings, including regular progress updates and demo sessions, and to participate in decision-making and feedback processes in a timely manner to facilitate the successful completion of the project.

### **3. Compensation and Payment Terms**

- a) The total project fee is seven hundred fifty million Iranian Rials (IRR 750,000,000), payable in the following three stages:
  - o Thirty percent (30%), equal to two hundred twenty-five million Iranian Rials (IRR 225,000,000), shall be payable upon execution of this Agreement and formal commencement of the project;
  - o Fifty percent (50%), equal to three hundred seventy-five million Iranian Rials (IRR 375,000,000), shall be payable upon successful delivery of the machine learning model with the highest achievable performance, subject to written approval by the Client;
  - o Twenty percent (20%), equal to one hundred fifty million Iranian Rials (IRR 150,000,000), shall be payable upon final delivery, full deployment, handover of all files and documentation, and formal acceptance by the Client.
- b) Payments shall be made to a bank account provided by the Contractor. All transaction fees, taxes, and other bank charges are the responsibility of the Contractor.

### **4. Ownership and Intellectual Property**

- a) All tangible and intangible outputs of this engagement including but not limited to the final machine learning model and architecture, all algorithms and training logic, cleaned and prepared datasets, engineered features, preprocessing pipelines, data transformation code, model tuning configurations, parameter files, model cards, documentation, performance reports, source code, notebooks, metadata, and all intermediate work products shall become the sole and exclusive property of the Client upon full payment for and delivery of each corresponding milestone as specified in Section 3.

- b) The Contractor irrevocably assigns all intellectual property rights in the deliverables to the Client upon such payment and delivery, and agrees not to reuse, republish, disclose, or license any portion of the deliverables or intermediate materials for any purpose without the Client's prior written consent.
- c) The Contractor also waives all moral rights to the deliverables and agrees to cooperate in executing any documents reasonably requested by the Client to confirm, register, or perfect the Client's full legal ownership of the work.

## **5. Confidentiality and Non-Disclosure**

- a) The Contractor agrees to protect and keep confidential all non-public information belonging to the Client, including but not limited to technical data, machine learning model structures, algorithm designs, source code, data engineering pipelines, internal scoring methodologies, training, validation, and production datasets used or shared, the Client's business plan, strategic roadmap, startup ideas, future features, investor presentations, customer targeting, and any test results, benchmarking metrics, or performance outputs.
- b) The Contractor shall not disclose, reverse-engineer, reproduce, or use any such confidential information for any purpose beyond this contract.
- c) Any breach of this provision shall be considered a material breach, entitling the Client to seek damages and legal costs.

## **6. Refunds and Delays**

- a) If the Contractor fails to deliver and deploy the final deliverables by the seventieth (70th) day from the official project start date, the project shall be considered automatically null and void. However, this deadline may be reasonably extended if the Contractor demonstrates that the delay was caused solely by events beyond their reasonable control, including but not limited to natural disasters, infrastructure failure, war, government restrictions, or other force majeure circumstances, and not due to their own negligence, inaction, or planning failure. Any such extension shall be subject to mutual written agreement between the Parties.
- b) If the Contractor fails to meet the delivery deadline specified in Section 6(a) , all payments previously made by the Client shall be refunded in full within ten (10) business days. In addition, all work completed up to the date of termination shall be promptly transferred to the Client and shall become its sole and exclusive property, without any further compensation, license, or obligation.

## **7. Independent Contractor Relationship**

The Contractor is an independent contractor and not an employee, director, representative, or agent of the Client. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer-employee relationship, agency, co-founder designation, or any form of equity, voting, or shareholder interest in the Client's business or legal structure.

## **8. Dispute Resolution and Governing Law**

- a) The Parties agree to resolve any disputes through good-faith discussion and mediation.
- b) If no resolution is reached within fifteen (15) business days, the matter shall be governed by and submitted to the laws and courts of the Islamic Republic of Iran for final resolution.

## **9. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified or narrowed by the court to the minimum extent necessary to make it enforceable. If no feasible modification is possible, that provision shall be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

## **10. Survival**

Sections concerning ownership, confidentiality, indemnity, dispute resolution, and governing law shall survive termination or expiration of this Agreement.

## **11. Entire Agreement**

- (a) This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, or understandings, whether oral or written.
- (b) No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

*(Signature page follows below)*

## 12. Signature Method

- (a) The Parties agree that this Agreement shall be executed exclusively by electronic signature, and no physical signatures shall be required.
- (b) This Agreement shall be signed using a legally recognized electronic signature method, including but not limited to secure electronic signature platforms and encrypted digital signatures.
- (c) The Parties acknowledge and agree that electronic signatures shall have the same legal effect, validity, and enforceability as original handwritten signatures.
- (d) A copy of this Agreement signed electronically and generated by the electronic signature platform shall be deemed to be an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Pooya Chavoshi Asl**

**(Contractor)**

\_\_\_\_\_ Date: \_\_\_\_

**Cobnect Inc.**

**(Client)**

\_\_\_\_\_ Date: \_\_\_\_

Name: Saman Sakhaei

Title: President and Director of Company

*I have authority to bind the corporation*