CONTRACT AGREEMENT BETWEEN **Michael Yap** (hereinafter referred to as "Employer"), located at 206-2455 West 2nd Ave, Vancouver, BC Canada V6K1J5 AND Kenneth Battle (hereinafter referred to as "Developer"), located at Street 6, Piispantilankuja, Helsinki, Uusimaa, Fi FOR THE CREATION OF A SaaS CHAT BOT POWERED BY OPENAI

SCOPE OF WORK

- Developer will create a SaaS Chat Bot powered by OpenAI that has all the features of Tidio.com except it will be powered by OpenAI. In addition to the Tidio.com features, it will also have a Training section which gives the user 3 ways to train the AI Database:
  - OpenAI ChatGPT Style Training
  - URL Parsing/Scraping (2 options: entire website including all subpages + one page only)
  - File Upload (CSV)
- The Training Module in the backend will allow us (the admin) to choose to train the Master Database OR the Customer Specific Database.
- The chatbot will allow the user to select their niche/industry so that chatbot can answer questions only related to the niche. Any questions outside the niche/industry will result in the chatbot telling the customer that they are not familiar with topics outside the chosen niche.
- The developer will architect the Master Database and the Customer Specific Database in a way that the data is owned by us, not OpenAI, so that the data is owned by us and increases the value of our company.
- Includes Frontend, Chat Bot, and Backend, and Affiliate System.
- Final delivery will include a fully functioning SaaS that accepts Payment via Stripe (Credit Cards) and Paypal. Must be a complete project that is sellable to customers.

DURATION OF THE PROJECT

- The project will start on the date of this agreement and will be due in 21 days.

SUPPORT AND MAINTENANCE

- The developer will continue to support development for the next 5 years, including feature updates and bug fixes at no additional charge other than what is specified in the PAYMENT section below.

PAYMENT

- Employer will pay the Developer $1000 upon completion via Crypto (USDT). Each day the project is delayed will result in a $100 penalty to the Developer to ensure delivery is on-time.
- 10% of Profits from Chat Bot generated will be paid on the 25th of each month via Paypal to the Developer. This payment will be for all future bug fixes and feature improvements given by the Employer and will be completed in a timely manner.

OWNERSHIP AND CONFIDENTIALITY

- All the code and work produced by the Developer will be owned by the Employer. The Developer will keep all information, documentation, and data provided by the Employer confidential.

DELIVERABLES

Developer will provide the following deliverables:

- Frontend, Chat Bot, and Backend, and Affiliate System.
- Full end-to-end Documentation via Google Documents. Documentation must include tech stack, instructions on how the code functions, how the SaaS functions, etc.
- All code will be uploaded to Michael Yap's GitHub.
- All features of Tidio.com
- Everything mentioned in these 3 videos outlining MVP requirements:

- Part1: https://www.berrycast.com/conversations/72f27f39-5b01-5200-bdb1-7b7aecbd28c9
- Part 2: https://www.berrycast.com/conversations/e3aa096b-0a5f-5f1f-9875-66ccc0ec40b3
- Part 3: https://www.berrycast.com/conversations/e6444fbc-420b-5426-b72b-f7c6bcc7ff89 (Setting for inputting NICHE)

FRONT-END DESIGN
- Michael Yap will provide the Front-end design of the website via Figma file. Front end development will be the last step for the developer after developing the Chat Bot and Backend. To start the developer will just create a basic Frontend with a "Get Started For Free" button.

BREACH OF CONTRACT
Failure to provide adequate documentation or any breach of this contract will result in legal action.

APPLICABLE LAW
- This agreement shall be governed and interpreted in accordance with the laws of British Columbia, Canada.

ENTIRE AGREEMENT
- This agreement constitutes the entire understanding of the parties, supersedes all prior discussions, negotiations, and agreements between them, and cannot be altered or amended except in writing signed by both parties.

Signed by:

Employer: *Mike Yap*
Michael Yap

Developer: *Kenneth Battle*
Kenneth Battle

Date: 24/03/2023