

Interactive Model Development Agreement

This Interactive Model Development Agreement (the "Agreement") is entered into as of **February 20, 2024** (the "Effective Date"), by and between **Aleen Inc.**, a company organized and existing under the laws of Canada, with its principal place of business at 2164 Montreal Rd Unit 5 PMB 1007 Ottawa ON, K1J 1G4, Canada (the "Company"), and **REDWERK DEVELOPMENT LTD**, with its principal place of business at Office 4, 219, Kensington High Street, London, W8 6BD, United Kingdom (the «Developer»). The Company and the Developer are individually and collectively referred to as "Party" and "Parties," respectively.

1. Background

The Company desires to engage the Developer to develop an interactive model ("Model") according to certain specifications and requirements as outlined by the Company.

2. Scope of Work

The Developer agrees to develop the Model in accordance with the specifications and requirements as outlined in Exhibit A attached hereto.

The Model will include interactive features as discussed and agreed upon by both Parties. The Developer will provide regular updates to the Company on the progress of the Model development. Upon completion, the Developer will provide necessary support to ensure the proper integration and functioning of the Model.

3. Payment

In consideration for the development of the Model, the Company agrees to pay the Developer the total amount of **\$90,000.00** (ninety thousand U.S. dollars) in accordance to the following payment schedule:

#	Work stages	Amount of payment	Date of payment
1	Project Planning and Research Data Collection and Preparation	\$21 100	February 2024
2	Algorithm Development Model Training	\$30 300	March 2024
3	Integration with Website User Interface Design and Development Quality Assurance and Testing	\$28 100	April 2024
4	Deployment and Launch Documentation and Training	\$10 500	May, 2024

	Maintenance and Support		
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4. Intellectual Property

4.1. All intellectual property rights, including but not limited to copyrights, patents, and trademarks, related to the Model shall belong to the Company upon the completion of the development.

4.2. The Developer agrees not to disclose or use any proprietary information of the Company for any purpose other than the development of the Model.

5. Fixing Report

Upon the completion of the development, the Company shall prepare a comprehensive bug fixing report within thirty (30) days. This report shall outline any errors, defects, or issues discovered during testing or subsequent use of the Model. The Company agrees to promptly send this report to the Developer. The Developer shall be obligated to rectify all identified mistakes, errors, or defects within a reasonable timeframe at no additional cost to the Company.

6. Confidentiality

6.1. Both Parties agree to keep confidential any information shared during the course of this Agreement, including but not limited to specifications, designs, and business strategies.

6.2. This confidentiality obligation shall survive the termination of this Agreement.

7. Term and Termination

7.1. This Agreement shall commence on the Effective Date and shall continue until the completion of the Model development, unless terminated earlier as provided herein.

7.2. Either Party may terminate this Agreement upon written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

8. Miscellaneous

8.1. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

8.2. Any modification to this Agreement must be made in writing and signed by both Parties.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Canada.

10. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

11. Change Requests

The Company may request changes or modifications to the interactive models during the development process. Such requests must be made in writing and will be evaluated by the Developer for feasibility and potential impact on project timelines and costs. Any changes agreed upon by both Parties shall be documented in writing and may result in adjustments to the project scope, timeline, or compensation as mutually agreed.

12. Indemnification

The Developer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to any breach of this Agreement by the Developer or any claims alleging that the Model developed by the Developer infringe upon the intellectual property rights of any third party.

13. Notices

Any notices or communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified or registered mail, return receipt requested, or by email to the addresses provided herein or to such other addresses as may be specified in writing by the Parties.

14. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it thereafter. Any waiver of any provision of this Agreement must be in writing and signed by the Party waiving its rights.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

ALEEN INC.

By: /s/ Inna Aksman
Name: Inna Aksman
Title: CEO, President & Director

REDWERK DEVELOPMENT LTD.

By: /s/ Authorized Signatory
Name: Authorized Signatory
Title: Director

EXHIBIT A

Work stages	Specialist	Hours	Rates (USD)	Price
<i>1. Project Planning and Research</i>	<i>Project manager</i>	<i>40</i>	<i>120</i>	<i>4 800</i>
Requirements Gathering		21		
Market Research		10		
Strategy Planning		9		
<i>2. Data Collection and Preparation</i>	<i>Data Engineer</i>	<i>108,5</i>	<i>150</i>	<i>16 300</i>
Data Sourcing		48		
Data Cleaning		40		
Data Formatting		20,5		
<i>3. Algorithm Development</i>	<i>Software developer</i>	<i>120</i>	<i>150</i>	<i>18 000</i>
Algorithm Design		60		
Implementation		34		
Optimization		26		
<i>4. Model Training</i>	<i>Machine learning Engineer</i>	<i>123</i>	<i>100</i>	<i>12 300</i>
Data Splitting and Preprocessing		77		
Model Training		46		
<i>5. Integration with Website</i>	<i>Back-end Developer</i>	<i>124</i>	<i>100</i>	<i>12 400</i>
API Design and Development:		64		
Frontend Integration		25		
Backend Integration		35		
<i>6. User Interface Design and Development</i>	<i>Designer/Front-end Developer</i>	<i>102</i>	<i>100</i>	<i>10 200</i>
Wireframing		26		
UI Design		25		
Frontend Development		51		
<i>7. Quality Assurance and Testing</i>	<i>QA Engineer</i>	<i>51</i>	<i>100</i>	<i>5 100</i>

Test Planning		21		
Functional Testing		15		
Performance Testing		15		
<i>8. Deployment and Launch</i>	<i>DevOps Engineer</i>	<i>22</i>	<i>100</i>	<i>2 200</i>
Deployment Planning		10		
Server Configuration		5		
Launch Preparation		7		
<i>9. Documentation and Training</i>	<i>Documentation Specialist</i>	<i>47</i>	<i>100</i>	<i>4 700</i>
Developer Documentation		30		
Training Sessions		17		
<i>10. Maintenance and Support</i>	<i>Software Developer</i>	<i>40</i>	<i>100</i>	<i>4000</i>
Bug Fixing and Updates		16		
User Support		9		
Performance Monitoring		15		
	TOTAL:			\$90 000

ALEEN INC.

By: /s/ Inna Aksman

Name: Inna Aksman

Title: CEO, President & Director

REDWERK DEVELOPMENT LTD.

By: /s/ Authorized Signatory

Name: Authorized Signatory

Title: Director