

APP DEVELOPMENT AGREEMENT

This App Development Agreement (hereinafter the "Contract")
dated this 10th day of March 2022

BETWEEN:

LuckRent App Corporation
Address: #250 - 997 Seymour Street, Vancouver BC V6B 3M1

(Hereinafter referred to as the "Client")

-And-

<<Name of Developer>>
Address: <<Enter Address>>
Email: <<Enter Email>>

(Hereinafter referred to as the "Developer")

BACKGROUND

- A. The Developer is providing Mobile App Development services and has the necessary experience and abilities to provide these services to the Client.
- B. The Developer is agreeable to provide such services to the Client and the Client agrees to retain the services on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Developer (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

DEFINITIONS

In this Agreement the following terms will refer to the following definitions:

"**LuckRent App**" refers to the Mobile App that will solve every aspect of the residential rental process, it is also a free communication tool for renters and a free invoicing app for contractors, users can choose one of the five roles in the app, backend admin levels are owner and regional administrator where owner can create regions and assign an administrator to a region;

"**Contract**" refers to this agreement including "Exhibit A" attached to this Agreement;

"**Assignment IP**" refers to all Intellectual Property Rights in the LuckRent App and the appearance, designs, graphics, source code, name, look and feel of the App, excluding the Intellectual Property Rights in the Third Party Materials;

"**Development Services**" refers to the designing, development, testing, deployment and maintenance of the LuckRent App by the Developer;

"**Effective Date**" refers to the date of execution of this Agreement;

"**Exhibit**" refers to any "Exhibit" attached to this Agreement;

"**Services**" refers to any services that the Developer provides to the Client pursuant to this agreement, or has an obligation to provide to the Client, under this Agreement;

"**App Defect**" refers to a defect, error or bug in the LuckRent App.

"**Source Code**" refers to the LuckRent App code in human-readable form, including human-readable code compiled to create LuckRent App or decompiled from LuckRent App, but excluding interpreted code;

"**Term**" refers to the time period of existence of this Agreement,

Article 2 - THE PROCESS

The developer will create wireframes, develop UI/UX Design with prototyping, develop the app, and release beta version of the App.

REQUIREMENTS: The Client will discuss the App's concept and flow as well as the required features so that everything is clear before moving forward for the Development.

APP SPECS: The Developer will present a proposal which would detail all the features discussed, the technologies that were used, the scope of work, the approach, and time frame.

DESIGN CONCEPT: The Client will share the partially developed UI build and the Developer will share an initial set of 3-5 screens in order to finalize the look and feel of the app.

FINAL DESIGN: The Developer will have completed UI designs and prototypes for the App.

DEVELOPMENT INTEGRATIONS: The Developer will carry out the design integration. The App will function and navigate according to the design integration.

ADMIN PANEL AND API DEVELOPMENT: In this step, a web-based admin panel and APIs will be developed.

APP DEVELOPMENT: This stage will focus on developing Android and iOS Apps fully

FINAL REVIEW: The Developer will deliver the final version of the app for review when the work of the App is near completion.

TESTING AND FINAL DELIVERY: This step involves quality assurance and control. The code will be thoroughly reviewed and the App will be tested using a range of methods, including unit testing.

MAINTENANCE: The Developer will create a user feedback system and use Google Crashlytics to track issues.

APP STORE LAUNCH: The Developer will submit the app and make sure the App is launched in App stores.

Article 3 - TERM

1. This Agreement shall come into force upon the Effective Date.
2. Time is of the essence, the LuckRent App shall be developed in 60 days or the Developer has to partially refund the payment in accordance with Exhibit B.
3. This Agreement shall continue in force indefinitely or until:
 - a. all the Services have been completed;
 - b. all the source code, documentation (if any) of the LuckRent App has been delivered;
 - c. all the Charges have been completely paid to the Developer;
 - d. Article 13 Termination clauses came into effect, upon which it will terminate automatically

Article 4 - DEVELOPMENT SERVICES

4. The Developer shall provide the App ("LuckRent") Development and other related Services to the Client.
5. The Developer shall use all reasonable endeavours to ensure that the Development Services are provided in accordance with the Phases and Scope of Work set in Exhibit A.
6. The Developer acknowledges that a delay in the performance of its obligations to complete the project or any Phase on time under this Agreement will lead to a loss to the Client which may subsequently be a reason for a penalty in accordance to Exhibit B.
7. The Developer shall ensure that the Source Code and any interpreted code, comprised in the LuckRent App created by the Developer during the provision of the Development Services is written to a professional standard, confirms with any coding standard document agreed between the parties, and incorporates sufficient commentary to enable a competent third party developer to understand, adapt, maintain and update the code.

8. The Developer shall keep the Client informed of the progress of the Development Services on a weekly basis, and, in particular, shall inform the Client of any substantial obstacles or likely delays in the performance of the Development Services.
9. The Developer shall during the course of the Development Services at the request of the Client, make accessible to the Client a current development version of the LuckRent App for the purposes of enabling the Client to assess the progress of the Development Services and provide feedback to the Developer regarding the LuckRent App.
10. The same Codes of the LuckRent App will not be stored, shared, sold or reproduced by the Developer for any third party.
11. After the successful delivery the Developer shall provide one week free support to fix bugs, also provide the technical support and assistance to the Client whenever required by the Client which may be charged by the Developer at reasonably fair cost.

Article 5 - IP RELEASE

12. On and from the date of delivery of the LuckRent App to the Client, the Developer hereby assigns to the Client with full title guarantee of all of the Assignment IP.
13. The assignment of the assigned rights, including source code, appearance, designs, graphics, name, look and feel of the App will remain in favour of the Client forever.
14. The assignment includes the right to bring proceedings in respect of past infringements of the assigned rights, and to recover damages or benefit from any other remedies in respect of any past infringements of the assigned rights.
15. With the completion of the Final Phase and delivery of the LuckRent App to the Client, the Developer hereby releases, and the Client does accept, the complete ownership of the LuckRent App including but not limited to the absolute and unconditional right to reproduce, sell, prepare derivate works, distribute, perform, and/or display the LuckRent App, as applicable. The Developer does not hold any remaining rights in and to the Mobile App, and the unconditional ability to use and exploit the Mobile App belongs exclusively to the Client.

Article 6 - REPRESENTATIONS

16. The Developer hereby represents and warrants that the Developer is the exclusive holder of any and all rights in the LuckRent App before assigning it in favour of the Client, and that no other individual or entity may claim any rights, title and/or interest in and to the LuckRent App. The Developer additionally warrants that the Developer has all the necessary rights required to grant the Client unconditional and unlimited use and exploitation of the LuckRent App.

Article 7 - WORK FOR HIRE

17. The Developer agrees that the LuckRent App developed for the Client is solely on the basis of WORK FOR HIRE and that neither the Developer nor any other individual or entity may claim any rights, title and/or interest in and to the LuckRent App developed for the Client or any part thereof.

Article 8 - ROYALTY

18. The Developer will not receive any kind of royalty for the developed LuckRent App anytime other than the fixed fee amount as mentioned in this Mobile App Development Agreement executed between both the parties.

Article 9 - ALL RIGHTS RESERVED

19. All right are reserved with the Client, no part of the LuckRent App including but not limited to the design, appearance, source code, interface, graphics, name, look may be reproduced, sold, distributed, or transmitted in any form or by any means by the Developer without the prior permission of the Client.

Article 10 - PAYMENTS

20. The Client shall pay a total amount of <<Agreed Amount in USD>> for Android and IOS compatible App development.
21. Upon the Completion of Development Services and the final delivery of the App, the one-time payment of the total amount will be paid within three days to the Developer.
22. The Developer shall issue invoices for the payment to the Client.
23. The Client must pay the Charges to the Developer upon the issue of an invoice.
24. The Client will pay the Charges by direct bank transfer using such payment details as notified by the Developer to the Client or any feasible mode of payment to which both the parties agree.
25. The Client must retain all the receipts of the payments to the Developer.
26. The complete ownership of the LuckRent App will vest in the Client after the full payment is paid by the Client.

Article 11 - WARRANTIES

27. The Developer warrants to the Client that:

- a. The Developer has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - b. The Developer will comply with all applicable legal and regulatory requirements applying to the exercise of the Developer's rights and the fulfilment of the Developer's obligations under this Agreement; and
 - c. The Developer has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement;
 - d. The LuckRent App as provided will conform in all material respects with the Scope of Work and Specifications provided by the Client;
 - e. The LuckRent App will be supplied free from Defects and will remain free from any major defects for a period of at least three months following the delivery of the LuckRent App;
 - f. The LuckRent App will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious programs; and
 - g. The LuckRent App shall incorporate security features reflecting the requirements of good industry practice.
28. The Developer warrants to the Client that LuckRent App, when used by the Client or any third person in accordance with this Agreement, will not breach any applicable law or third party legal rights.
29. The Developer warrants to the Client that LuckRent App, when used in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person or entity in any jurisdiction and under any applicable law.
30. Both of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

Article 12 - LIMITATIONS AND EXCLUSIONS OF LIABILITY

31. Nothing in this Agreement will:
- a. Limit or exclude any liability for fraud or fraudulent misrepresentation;
 - b. Limit any liabilities in any way that is not permitted under applicable law; or
 - c. Exclude any liabilities that may not be excluded under applicable law.

32. The limitations and exclusions of liability set out in this Clause or elsewhere in this Agreement will govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort including negligence and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

Article 13 - TERMINATION

33. The Developer and the Client may terminate this Agreement by giving 10 days prior written notice of termination to the Client.
34. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- a. The other party commits any breach or material breach of this Agreement, and the breach is not remediable;
 - b. the other party commits a breach or material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 14 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - c. The other party persistently breaches this Agreement irrespective of whether such breaches collectively constitute a material breach.
35. The Client will not be liable to pay the Developer if the development work is left uncompleted except for the reason of non payment of any phase charges that are due to the Client.
36. The Developer may terminate this Agreement immediately by giving written notice to the Client if:
- a. any amount due to be paid by the Client to the Developer under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
 - b. the Developer has given to the Client at least 14 days written notice, following the failure to pay, of its intention to terminate this Agreement

Article 14 - OWNERSHIP OF INTELLECTUAL PROPERTY

37. All intellectual property and related material, in the LuckRent App including source code, documentation, trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, industrial design, and trade name (the "Intellectual Property") that is developed or produced

under this Contract, will be the sole property of the Client subject to the complete payments to the Developer.

Article 15 - RETURN OF PROPERTY

38. Upon the expiry or termination of this Contract, the Developer will return to the Client any Intellectual property, documentation, records, or Confidential Information which is the property of the Client.

Article 16 - NOTICE

39. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the addresses written at the head of this Agreement or to such other address as either Party may from time to time notified by the other party

Article 17 - PERFORMANCE

40. In the event of Non-Performance of services by the Developer, the Client may terminate this Contract any time the Client will not be under any obligation to carry on taking the services of the Developer.

Article 18 - MODIFICATION OF CONTRACT

41. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Article 19 - ASSIGNMENT

42. The Client will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Developer.

Article 20 - ENUREMENT

43. This Contract will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Article 21 - GOVERNING LAW

44. This Contract will be governed by and construed in accordance with the law of British Columbia, Canada.

Article 22 - SEVERABILITY

45. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the

remainder of this Contract.

Article 23 - WAIVER

46. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.

Article 24 - ENTIRE AGREEMENT

47. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Contract except as expressly provided in this Contract.

Article 25 - COUNTERPARTS

48. This Contract may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

EXECUTION

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the day and year written at the head of this Agreement

Developer Signature

Client Signature

Name

Name

EXHIBIT A

“SCOPE OF WORK”

General

The app will be available in two languages: English and Chinese.

Users can choose one of five roles, and the chat feature is available to everyone.

Because this app is mobile-based, it can be used without internet access and user data is stored on the device, which offers greater privacy.

Administrator Panel

There are 2 administrator levels: Owner and Regions.

Owner can create regions and assign an administrator to a region.

Administrators can choose which third-party integration partners to show for the region.

There should be a one click backup button for all server files.

Payment Processor

We will use BlueSnap as our payment processor. Our pricing structure has two types: (1) tiered subscription fees and (2) one time fees to access pay-per-use services or advertise with us. App Store payments should also be available at higher prices.

Design Concept

There are five roles that users can switch to: DIY Landlord, Property Manager, Client Landlord, Renter, and Contractor. Property Managers can choose to co-manage with their Client Landlord.

Features

- 1) Rental property and tenant management system
- 2) Rental ad listing and rental application review platform with badge system
- 3) Maintenance request platform
- 4) Digital inspection platform
- 5) Chat and contacts platform
- 6) Transaction bookkeeping and financial reporting system
- 7) Full rental cycle solutions provider by integrating with 3rd party partners
- 8) User can long tap or swipe left to reveal shortcuts and be notified with task reminders

Third-Party Integrations

- 1) Rent Estimate – API integration with one company
- 2) Credit Check – Referral links to credit check bureaus
- 3) E-Signature – API integration with one company
- 4) Insurance – Referral links to insurance companies
- 5) Digital Condition – in-app function that we charge users
(photos are date/time stamped and user can write/draw on the photos)
- 6) Rent Collection – API integration with one payment company
- 7) Data Backup – in-app function that we charge users
- 8) Data Import – in-app function that we charge users

- 9) Remote ID verification - API integration with one company
(free for users but required before posting ads)

PROJECT DESCRIPTION

Mobile Systems: iOS and Android
App Submissions: Apple App Store and Google Play Store
App Icons: Included, must not have issues with intellectual property rights
Include Source Code: Yes
Revisions: Unlimited
Delivery Time: 60 Days
Payment: One time at the end of product launch
Level of Complexity: Complex
Technology: Any. Flutter / Native / Swift / Other
Other Requirements: The app should be mobile-based with user data stored on device and can be used offline. Multi-level backend administration with one click backup also needs to be developed.

Required Deliverables

- 1) Online meetings to clarify any questions you may have
- 2) Project timeline to be delivered on Day 1
- 3) Weekly updates on the progress
- 4) Advise us on what is required from us for the next step
- 5) Functional app approved by us for the launch

Exhibit B

“MONETARY PENALTY FOR PERFORMANCE DELAY

Since time is of the essence of this Contract, the Client reserves the right to file dispute on Fiverr Platform for partial refund, if this right is exercised by the Client, the Developer shall refund of the following amount to the Client:

- a) \$200 per day on and after the 4th day of delay from the final delivery date.

SIGNATURE

Developer Signature

Client Signature

Name

Name