

STATEMENT OF WORK NO. 1

This statement of work ("SOW") is dated and effective as of October 7th, 2020 (the "SOW Effective Date") is made between TribalScale Inc. ("Service Provider") and Nurosene Inc. (the "Client") pursuant to the Master Services Agreement (the "MSA") between Service Provider and Client dated October 7th, 2020.

All capitalized terms, if not defined herein, will have the meanings set forth in the MSA.

1. PROJECT OVERVIEW

A. Project Name: Nurosene Flutter Application Development

B. Estimated Project Start Date: August 31, 2020

C. Purpose of Project.

Provide Nurosene with design, engineering, and product management support for the launch of a Flutter Based mobile application.

2. AGILE DEVELOPMENT.

The following is a description of the Agile development process methodology to be generally followed by the Parties in respect of this SOW, and is not a description of the Services to be provided under this SOW. The product backlog is a list of all the features, tasks and bugs for the application being produced pursuant to a SOW ("Application"). It is maintained in a strict, linear priority; no two items are equal, as one is before the other. Nurosene and Service Provider works together to maintain the contents and their priority. Service Provider and/or Nurosene developers ("Developers") provide estimates for the effort to complete each item. Developers also update the status of an item. Each backlog item goes through a basic workflow: unstarted, started, finished, delivered (made available for review) and then either accepted or rejected. If the item is rejected, it can be re-prioritized by Nurosene. All work on the Application is done in weekly iterations. The basic iteration workflow has a planning meeting at the start of the week, when the product backlog is reviewed. Pivotal Tracker, available at <http://www.pivotaltracker.com>, or a similar project management tool chosen by the client, is required for maintaining the product backlog and it will automatically arrange the iterations based on the priority and cost of the items and the historical progress of the team. In the planning meeting, the focus is the current iteration of work. Questions and discussions about items take place and the intent is for all to have a similar understanding of the week's work. As Developers work during the iteration, they make the Application regularly available for review by Nurosene. These updates range from daily to a few times a week. The entire process is collaborative and Service Provider expects the full involvement and engagement of Nurosene. Nurosene is obligated to regularly review work and maintain the product backlog.

3. SCOPE OF WORK TO BE PERFORMED.

The Work Product will be designed pursuant to the Agile development process and is limited to delivery of the functionality agreed by the Parties and includes quality assurance and related project management activities. The Services to be provided pursuant to this SOW are only those that have been agreed upon by both parties in Pivotal Tracker or similar agile development tracking software.

Initial High Level Scope of work includes:

- Design and Discovery Engagement that will provide development ready deliverables (Wireframes, Hi-Fi Mocks, Design Kit, etc) for the Nurosene Mobile Application
- Engineering / Development support for two versions of the mobile application (MVP / V1). Feature priority will be based on the outcome of the initial design engagement
- Engineering / Development support for the back-end systems required to support the mobile application / business.

DESCRIPTION OF RESOURCES.

Nurosene shall have access to the following Service Provider resources for the estimated timeline contained herein, and shall direct such Service Provider resources to perform Services in accordance with Agile development process.

Personnel Title and Description
<p>1. Agile Engineer Our Agile Engineers focus on code and project backlog in accordance with industry standards. Our Agile Engineers are responsible for aligning development practices with the XP methodology and ensuring technical recommendations for the product are appropriate.</p>
<p>2. Product Designer Our Product Designers focus on identifying the feature set for the application and translating that to a user experience for the development team. Our Product Designers are responsible for structuring information architectures and creating user flows, wire frames, visual designs, high fidelity mock-ups and style guides.</p>
<p>3. Product Manager Our Product Managers act as the primary POC between TribalScale and the Client. Their role initially is to help define the customers' product requirements and build out a prioritized backlog of stories. Our PMs then help write and manage the backlog of stories that correlate to those requirements as well as manage the weekly cadence between teams. Weekly cadence activities include running stand-ups, weekly IPMs, Weekly Status reports, resource planning and sign-off, story acceptance, and demo planning.</p>

4. Quality Assurance Engineer

Our Quality Assurance Engineers closely monitor every phase of the development process to ensure development quality and adherence to Client's standards. Testing and review throughout the release management process by our Quality Assurance Engineers make sure that the Work Product is functional prior to release.

4. OPEN SOURCE SOFTWARE.

The following Open Source Software may be used in connection with the Work Product:

- (a) Artistic License (all versions)
- (b) Apache License (all versions)
- (c) Boost Software License
- (d) BSD
- (e) Common Development and Distribution License (CDDL)
- (f) Common Public License (CPL) or IBM
- (g) Eclipse Public License (EPL)
- (h) FLTK License PSA
- (i) Heroku Client
- (j) LGPL 2.1
- (k) MIT
- (l) PHP License
- (m) Public Domain
- (n) Python Software Foundation License
- (o) Ruby
- (p) Ruby on Rails (all versions)
- (q) Rdoc
- (r) MySQL2 gem
- (s) SSLeay
- (t) zlib/libpng License

[Tribal Scale represents that there will not be any functional limitations or royalties owed with respect to the commercialization of the Nurosene application as a result of the use of any open source licenses.](#)

5. FEES AND PAYMENT.

- (a) Travel Costs: Nurosene shall reimburse TribalScale Inc. for reasonable and necessary travel and out-of-pocket expenses, including but not limited to flight, hotel, and meals, that TribalScale Inc. incurs in the course of providing Services detailed herein, subject to Nurosenes written pre-approval.
- (b) The total estimated fee for this time and material engagement is **\$600,180 CAD** as per the table(s) below.

Design Discovery:	QTY	Hours	Rate	Cost	Disc. Rate
PM	1	150	\$185	\$27,750	\$110
Design	1	280	\$185	\$51,800	\$110
			Total:	\$79,550	
			Discount:	-\$32,250	
		Estimated Total:		\$47,300	

Initial MVP Launch	Qty	Hours	Rate	Cost	Disc. Rate
PM	1	220	\$185	\$40,700	\$110
Design	1	80	\$185	\$14,800	\$110
Engineering Frontend	4	1440	\$195	\$280,800	\$120
Engineering Backend	2	880	\$195	\$171,600	\$120
QA	1	336	\$175	\$58,800	\$105
Exec Support	1	50	\$225	\$11,250	\$135
			Total:	\$577,950	
			Discount:	-\$224,520	
		Estimated Total:		\$353,430	

Post MVP Launch	QTY	Hours	Rate	Cost	Disc. Rate
PM	1	280	\$185	\$51,800	\$125
Design	1	150	\$185	\$27,750	\$125
Engineering Frontend	4	560	\$195	\$109,200	\$140
Engineering Backend	2	240	\$195	\$46,800	\$140
QA	1	272	\$175	\$47,600	\$110
Exec Support	1	28	\$225	\$6,300	\$135
			Total:	\$289,450	
			Discount:	-\$90,000	
		Estimated Total:		\$199,450	

- (c) Deposit Invoice for **\$60,000CAD** will be due upon execution of the SOW.
- (d) Service Provider will invoice Nurosene on a monthly basis at the beginning of the month for services performed the prior month.
- (e) Service Provider will seek Nurosene approval in writing should the Estimated Timeline or Hours (Estimate) be longer than expected for any given month.
- (f) If paying by check, Nurosene will remit payments to the following address: TribalScale Inc., 207 Queens Quay West, Suite 420, Toronto ON, M5J 1A7. For wire instructions, please contact ar@tribalscale.com

6. PAYMENT IN KIND (COMMON SHARES)

- (g) In consideration of discounts offered by Tribalscale, Nurosene agrees to issue fully paid non-assignable common shares in the capital of Nurosene for value equivalent to CAD \$400,000, at price per common share equal to a 10% discount to the price ascribed to Nurosene’s upcoming go-public transaction.
- (h) Share price will be based on the offering price of the IPO.
- (i) Nurosene will issue a fully paid convertible note for grant of shares as per vesting schedule below concurrent with the signing of the MSA and SOW, duly evidenced by the signature of a Director of the corporation.
- (j) TribalScale and Nurosene agree to the vesting schedule as follows:

Total Value of Shares (\$CAD):	\$400,000 CAD
Value per Share:	Based on IPO Price
25% Vested	IPO DATE
50% Vested	Upon Launch of MVP
25% Vested	1 Year IPO Anniversary

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this SOW by their duly authorized representatives, as of the SOW Effective Date.

ACCEPTED AND AGREED:

TribalScale Inc.

Nurosene Inc.

BY: (s) "*Rich Gigante*"

BY: (s) "*Jaime Hackett*"

TITLE & NAME: Rich Gigante
VP - Business Development

TITLE & NAME: Jaime Hackett
Director

DATE: 10/21/2020

DATE: Oct 21, 2020