



Contract for Startup Development and Securing Investment

This contract is written between Mr. Ali Zahedi Amiri, with Canadian permanent residency number 9505-3099, resident of 207-22 John Street, Toronto, M9N0B1, Ontario, Canada, hereon as "Counselor", and Mr. Amir Mirzaei, born on 1990-06-22 in Gonbadekavoos, Iran, with Iranian national ID number 2020195534 and Iranian passport number P63030207, hereon as "Applicant". The terms and principles of this contract are described below, and both parties are committed to their implementation. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Any disputes arising out of or in connection with this Agreement shall be resolved through mediation/arbitration/litigation in accordance with the laws of the Province of Ontario, Canada.

"Article one: subject of the contract"

This agreement pertains to the facilitation of an Iranian citizen in formulating an innovative startup plan, ensuring its eligibility for the Canada startup visa program. The primary objective is to enable the proposed startup idea to secure one letter of support from a recognized organization, including approved venture capitals (minimum of \$200,000 CAD investment), angel investor groups (minimum of \$75,000 CAD investment), and business incubators (no minimum investment requirement), duly authorized to invest in or endorse potential startups. The range of services provided under this contract is diverse, with a primary focus on liaising with the designated organization. This involves initiating contact, persuasively presenting the startup idea, and securing a letter of support from the said organization. The agent will be responsible for the development and composition of a comprehensive business plan, as well as the delivery of a compelling pitch to the designated organization.

"Article two: duration of the contract"

The contractual validity spans from the contract signing date until the fulfillment of obligations by both parties. Specifically, the termination date for the counselor aligns with either the acquisition of a valid investment or the completion of 9 full months from the contract commencement, whichever occurs first. In the event that no investment is secured within a 9-month timeframe, the applicant holds the option to either exit the contract, seeking a refund for any fees paid, or mutually extend the contract for an additional period, as agreed upon with the counselor, without incurring any extra charges.

"Article three: fees"

Total service fee is \$5000 CAD.

"Article four: conditions of fee payments"

The applicant is required to remit 50% of the total fee, equivalent to \$2500 CAD, upon signing this contract. The remaining \$2500 fee is to be settled once the investment is successfully secured, and a letter of support from the endorsing organization is issued.

"Article five: counselor's obligations and responsibilities"

- Develop the intricacies of the business model, elucidating how the startup plans to generate revenue and ensure long-term sustainability.
- Craft a succinct and impactful elevator pitch that encapsulates the essence of the startup idea. Clearly articulate the problem addressed, emphasizing its uniqueness and the solution it offers.
- Define and elaborate on the specific challenges and pain points confronted by the target audience. Illuminate the pressing issues that the startup endeavors to resolve.
- Develop a compelling narrative around the proposed solution, highlighting its innovation, effectiveness, and superiority over existing alternatives in the market.
- Conduct thorough market research, presenting data on market size, trends, and growth potential. Demonstrate the substantial opportunity for the startup to thrive within the current market landscape.
- Identify and characterize the target audience, delving into their needs and illustrating how the startup's solution precisely caters to those requirements.
- Clearly articulate the unique value proposition of the startup, emphasizing its competitive advantages and why investors should choose it over other opportunities.
- Showcase the startup's milestones, providing tangible evidence of traction such as user acquisition, partnerships, and key performance metrics.
- Detail the strategic plan for introducing the product or service to the market. Discuss marketing, sales, and distribution strategies for optimal market penetration.
- Present well-researched and realistic financial projections, offering insights into revenue forecasts, expenses, and the anticipated timeline for achieving profitability.
- Clearly state the specific requirements from potential investors, whether it's funding, mentorship, or strategic partnerships, providing a transparent outline of the startup's needs.
- Address potential risks and challenges, outlining a proactive plan for mitigating these issues and ensuring the startup's resilience.
- If applicable, facilitate the development and presentation of a demonstration/demo or prototype, enabling investors to visualize the practicality and potential of the proposed solution.
- Provide an overview of pertinent legal and regulatory aspects affecting the business, outlining a strategic approach to navigate and comply with these requirements.



"Article six: applicant's obligations and responsibilities"

- Furnish the counselor with all necessary details about himself, ensuring accurate representation of himself as the main person for the development of the pitch and associated materials.
- Provide feedback as requested by the counselor on materials developed, ensuring alignment with the applicant's vision, background, and goals for the startup.
- Review and confirm the elevator pitch, problem statement, solution, and other components developed by the counselor, trusting the counselor's expertise in effectively presenting the startup.
- Provide necessary financial data upon request, allowing the counselor to develop realistic revenue projections and a clear timeline for achieving profitability.
- Cooperate with the counselor in introducing himself by providing basic details on his skills and experiences, contributing to the counselor's efforts in presenting a compelling narrative.
- Confirm and validate the specific requirements from potential investors as presented by the counselor, trusting the counselor's expertise in accurately representing the funding, mentorship, or strategic partnerships sought by the startup.
- Acknowledge and be aware of potential risks and challenges after securing investment as highlighted by the counselor. Trust the counselor's expertise in addressing and mitigating these issues.
- Review and confirm the accuracy of any demonstrations/demos or prototypes developed by the counselor, providing general insights to ensure alignment with the applicant's expectations, background, and skills.

"Article seven: end of contract"

The current contract concludes upon the fulfillment of the counselor's duties, either upon successfully securing the investment or at the end of a 9-month period, whichever occurs first. If no investment is secured within the 9-month timeframe, the applicant reserves the right to terminate the contract and request a refund for any service fees paid to counselor. Alternatively, the applicant may choose to extend the contract without incurring any extra charges, subject to mutual agreement with the counselor.

"Article eight: cancellation of contract"

- If the applicant presents false or fabricated documents related to their academic background, work experience, or skill sets, the counselor reserves the full right to collect all charges and fees associated with this contract and to cancel the contract immediately.
- In the event that the applicant decides to cancel the contract within one week after signing it, the counselor is obligated to refund 90% of the initial payment. Should such a decision occur anytime between one week after signing the contract and before the end of the second month (day 59th) preceding the engagement with potential investors, the counselor is required to return 50% of the initial payment. However, any decision by the applicant to cancel the contract after 60 days from the signing date is not eligible for any refund.

Applicant: AMIR MIRZAEI

---Signature---

Date: December 11, 2023

Counselor: ALI ZAHEDI AMIRI

---Signature---

Date: December 11, 2023

Contract ID: CSU1-KKPROFS



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