

**MEMORANDUM OF UNDERSTANDING FOR
BRILLIANT WORK-INTEGRATED LEARNING PROGRAM**

between

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY
through its Brilliant Catalyst
("Brilliant Catalyst")

and

Tahina Plus - Falafel Al-Rousheh Inc.
("Company")

(hereinafter referred to collectively as the "Parties," or individually a "Party")

Introduction

The Brilliant Work-Integrated Learning program ("Program") is an experiential learning program that provides Canadian post-secondary students with the opportunity to gain work experience through project work with start-up companies. The aim of the Program is to foster entrepreneurial thinking in students and to provide start-up companies with the opportunity to work with student talent. The Program is financially supported by the Employment and Skills Development Canada by way of the University of Calgary through the Experience Ventures Program.

Purpose

The purpose of this Memorandum of Understanding ("MoU") is to encourage and facilitate a successful experiential learning placement for the student(s) participating in the Program, the Company and Brilliant Catalyst over the duration of the period that the student(s) participate in project work with the Company under the Program.

Roles and Responsibilities:

The Company acknowledges that it shall:

- Provide in-kind services (e.g. mentorship) in the amount of \$400 per student
- Monitor and document the progress of student(s)
- Provide Brilliant Catalyst with an end of Term (as defined below) report that includes the opportunity(ies) that the Program provided the student(s), details of student(s) activities, resources and supports provided to student(s) and the total hours that the student(s) participated in the Program with the Company
- Approve student time sheets
- Complete a post-Term survey for the Program
- Ensure that the student placement begins and ends according to the Term dates

Brilliant Catalyst acknowledges that it shall:

- Coordinate the matching of students with the Company
- Compensate students for their participation in the Program

Non-Binding Nature

This MoU is intended only to set forth the general understanding of the Parties with respect to the subject matter herein and does not, and is not intended to, contractually bind the Parties.

Term

The Parties agree that the placement shall begin in **January 2025** and end by **February 24th, 2025** ("Term"). The placement shall consist of **60-65 hours** total. In the event that the Company is not satisfied with its student(s) for any reason, the Company agrees that it **will not terminate the Program without first contacting Brilliant Catalyst to discuss, and attempt to resolve, any issues.**

General

The administration of this MoU will be the responsibility of the Program Officer at Brilliant Catalyst and the Program Officer at Tahina Plus.

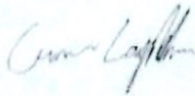
Where the Parties intend to use the name of the other Party, including any of its constituent departments, programs or logos, relating in any way to the activities described in this MoU, such use or publication will be in a form approved by the other Party, except that Brilliant Catalyst shall be able to use an approved logo of the Company on its webpage identifying the Company as one of its Program partners.

The Parties agree that there is no intention to share any confidential or proprietary information as part of the placement. If either Party desires to disclose information of a confidential or proprietary nature, the Parties will enter into a separate written confidentiality agreement.

Treatment of intellectual property rights developed through collaboration under this MoU will be determined by the Parties through mutual consultation and separate written agreements on a case-by-case basis.

Brilliant Catalyst does not promise any particular result of the placement or student(s) activities at the Company.

Signatures:

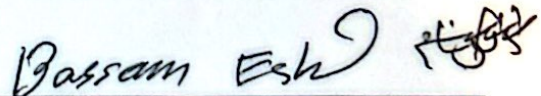


Connor Loughlean

Manager, Programs and Operations

University of Ontario Institute of
Technology

Date: 01/06/2025



Name: Bassam Esbeit

Title: Director

Company: Tahina Plus - Falafel
Al-Rousheh Inc.

Date: Jan. 08, 2025