Digital Hercules Innovations



M-25098 , 16th Avenue , Gaur city - 2 , noida extension, Uttar Pradesh, India, 201013

+917428034823

tkalra12345@gmail.com

December 2, 2024

MOU / Non-Disclosure Agreement (NDA)

This Memorandum of Understanding ("Agreement") is made and entered into effective as of December 2, 2024, by and between Digital Hercules Innovations ("First Party"), a SaaS and E-commerce company with its principal place of business located at M-25098, 16th Avenue, Gaur City - 2, Noida Extension, Uttar Pradesh, India, 201013, and Aditya Pandia ("Second Party"), an independent Flutter Developer, with a place of business located at [ ].

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1. Purpose

The First Party engages the Second Party to:

Implement responsive designs for a Flutter application across mobile, tablet, and desktop platforms.

Integrate APIs and optimize models, ensuring seamless functionality within the app.

Deploy the application (mobile, desktop, and web versions) to the current domain, ready for live usage.

This project involves proprietary design assets, APIs, and sensitive intellectual property, requiring confidentiality.

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2. Definition of Confidential Information

Confidential Information includes but is not limited to:

Application source code, widgets, and designs (including Figma assets).

Amazon API credentials and integration methods.

Business strategies, workflows, and technical documentation.

Proprietary AI models and associated integrations.

Project deliverables, including optimized layouts, API connections, and live deployments.

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3. Obligations of the Second Party

The Second Party agrees to:

Use Confidential Information exclusively for the project scope defined in this Agreement.

Protect all shared data against unauthorized access or disclosure.

Obtain written approval before sharing Confidential Information with third parties.

Destroy or return all confidential materials upon project completion or termination.

Ensure all designs and implementations align with the Figma designs and meet quality standards.

Follow best practices for data security, Flutter app optimization, and API usage.

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4. Intellectual Property Rights (IPR)

All Intellectual Property Rights (IPR) associated with this project, including source code, designs, and integrated workflows, shall remain the sole property of the First Party.

The Second Party retains no claims to any developed components beyond the scope of this Agreement.

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5. Project Scope and Deliverables

Scope of Work:

Responsive Design Updates:

Replace the bottom navigation with a sidebar for desktop versions while retaining it for mobile.

Optimize all pages for mobile and desktop.

API Integration Tasks:

Fix Amazon API redirection URL issues and implement secure OAuth 2.0 token handling.

Connect APIs for Ad Campaign Optimization and Bulk Listing Optimization, ensuring accurate data flow.

Model Integration:

Embed Ad Campaign Optimization and Bulk Listing Optimization models into their respective screens, testing their functionality end-to-end.

UI/UX Enhancements:

Update and implement changes to the Analytics Page, Campaign Creation Page, and Home Page (Ads Section) based on provided Figma designs.

Deployment:

Connect the app to the First Party’s domain, ensuring SSL security.

Deploy the app on mobile, desktop, and web platforms, making it live.

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Deliverables:

Functional Navigation: Sidebar (desktop) and bottom bar (mobile).

Responsive Pages: Scalable UI for mobile, tablet, and desktop.

Tutorial Flow: Interactive tutorial for new users.

API Integrations: Fully functional Login, Campaign, and Bulk Listing APIs.

Integrated Models: Campaign Optimization and Bulk Listing models embedded in the front-end.

Live App: Hosted and accessible via the First Party’s domain.

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6. Remedies in Case of Breach

Any breach of this Agreement by the Second Party will result in the First Party retaining full ownership of the technology, source code, and related intellectual property.

The breaching party will also provide the First Party the first right to buyout any developed assets in case of non-compliance.

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7. Governing Law

This Agreement shall be governed by the jurisdiction of Ghaziabad, Sector-10, Uttar Pradesh, India, adhering to local and international IP laws.

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8. Entire Agreement

This Agreement supersedes all prior communications, agreements, or understandings between the parties. Amendments to this Agreement must be documented in writing and signed by both parties.

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Signatures

First Party:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Taranpreet Singh Kalra

Title: Founder & CEO

Date: \_\_\_\_\_December 2, 2024\_\_\_\_\_

Second Party:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Aditya Pandia

Title: Flutter Developer

Date: \_\_\_\_\_\_ December 2, 2024\_\_\_\_