This Service Agreement is made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025, by and between:

1. Hossan Mishu,

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as the “Idea Giver” or “Client”)

AND

2. Mr./Ms. [Developer’s Full Name],

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as the “Developer”)

The Idea Giver and the Developer are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

1. PURPOSE

The Idea Giver possesses an original and innovative concept for [briefly describe the project, e.g., an online platform / website / software].

The Developer agrees to provide technical services to execute the said concept strictly under the guidance and ownership of the Idea Giver.

SCOPE OF WORK

2. The Developer shall:

1. Design, develop, and deliver the project in line with the specifications provided by the Idea Giver.

2. Provide all deliverables, including source files, prototypes, and documentation.

3. Maintain professional standards, quality assurance, and confidentiality throughout the project.

The duration of this project may be extended upon mutual consent of both parties.

3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

1. All rights, title, and interest in the idea, content, materials, code, visuals, and other intellectual property arising from this collaboration shall belong exclusively to the Idea Giver.

2. The Developer acknowledges that the concept, brand name, and creative direction are proprietary and confidential.

3. The Developer shall not reproduce, modify, license, transfer, or commercially exploit any part of the idea or project for personal or third-party benefit.

4. CONFIDENTIALITY

1. All information, concepts, business plans, materials, and communications between the Parties shall be treated as confidential.

2. The Developer and his team member shall not disclose or share such information without prior written consent of the Idea Giver.

3. This confidentiality obligation shall survive the termination or completion of this Agreement.

4. Any unauthorized disclosure shall constitute a breach under the Contract Act, 1872 and may invite civil and criminal consequences.

5.Upon completion or termination of this Agreement, the Developer shall immediately return or destroy all documents, code, drafts, or materials related to the project as instructed by the Idea Giver.

6. the developer prevent from sharing any confidential information or working on, creating, or assisting with a similar project for any other party during the term of this project.

5.PAYMENT TERMS

• The total consideration for the services shall be BDT [amount in words and figures], payable in [number] milestones as described in **ANNEXURE A**

• Payment shall be released upon satisfactory completion and approval of each stage by the Idea Giver.

• No additional costs shall be claimed unless expressly approved in writing by both Parties.

TERMINATION

Either Party may terminate this Agreement with in case of material breach, non-performance, or misconduct.

Upon termination, the Developer shall:

• Return or destroy all materials, codes, and documents;

• Cease all use of the project or related intellectual property.

GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Bangladesh.

Any disputes shall fall under the exclusive jurisdiction of the competent courts of Dhaka, Bangladesh.

N WITNESS WHEREOF,

The Parties have executed this Agreement on the day and year first written above.

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For the Idea Giver / Client

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Developer

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

⸻

Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE B

Milestone System

the developer gets paid step by step

stage Task Payment (%)

Stage 1 FIGMA

Stage 2 UI/UX

Stage 3 FRONTEND

Stage 4 BACKEND

STAGE 5 TESTING