

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made effective as of OCTOBER\_\_\_\_, XXXX, by and between XXXXXXXXXXXXXXXX (the Client) and his affiliates, of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (XXXXXXXXXXXXXXXXXXXXXXXXXXXX) and EMANDLENI MOYO (the Developer), of XXXXXXXXXXXXXXXXXXXXXXXX.

WHEREAS, the Client desires to engage the Developer to create, test, and deliver a World Wide Web site (the “Project”) in accordance with the terms and conditions set forth in this agreement as a work made for hire and to make the Web Site available for browsing learning material textbooks on the Internet; and

WHEREAS, the Developer possesses technical expertise and vast project experience and is interested in undertaking such work; and

WHEREAS, the Client and the Developer mutually desire to set forth the terms applicable to such work;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, the Client and the Developer, intending to be legally bound, hereby agree as follows:

## 1. PROJECT INCEPTION

Beginning on SEPTEMBER 20, XXXX, the Developer was provided with a problem statement description after a meeting with the Client and one of his affiliates, XXXXXXXXX, at XXXXXXXXX. A brief discussion was conducted to communicate the goals of the project, intended end users of the solution, and assess the limitations and complexities involved. After a one on one interview, the Client and the Developer agreed to part ways and schedule a second meeting in which the Developer agreed to provide a wireframe artifact (blueprint) of the required solution and also communicate the trade-offs, limitations and reasons for the Developer's approach to the Project.

On the 23<sup>rd</sup> of SEPTEMBER XXXXX, the Developer delivered an artifact of the solution and consulted with the Client in terms of implementation and proved competency in expertise.

## 2. DEVELOPER RESPONSIBILITIES

a) Scope of Work

The Client hereby retains the services of the Developer for the Project to be published on the Client's account, upon his request, on a flash memory disk at his request.

## b) Schedule

The "Schedule" for the development of the Client's project is attached hereto as Exhibit A.

### c) Modifications

Changes to this Agreement or to any of the specifications of the Project in any of the specifications thereof shall become effective only when the Client executes a written change request. The Developer agrees to notify the Client promptly of any factor, occurrence, or event coming to his attention that may affect the Developer's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Schedule.

d) Demonstration

The Developer agrees to exhibit and demonstrate artifacts of the Project during the course of completion according to the Schedule. The Client shall provide the Developer with appropriate space for such demonstration. The Developer shall provide all necessary computers, test devices, personnel and other means to effect such demonstration.

3. **DESIGN**

a) Design

The design of the Project shall be in substantial conformity with the PDF formats of the learning material provided to the Developer by the Client. The Developer shall develop the Client's Web Site to project the Client's highest professional image. The Developer shall not include any of the following in the Web Site: text, graphics, sound, or animations that might be viewed as offensive or related in any way to sex or any illegal activities; links to other sites that might be viewed as offensive or related in any way to sex or any illegal activities; impressionistic or cartoon-like graphics (unless provided by the Client); invisible text, text that is present only when a "web crawler" or other web indexing tool accesses the Web Site, or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

b) Materials Provided by the Client

All materials to be supplied by the Client may be provided on flash drives, or via File Transfer Protocol ("FTP"). Files will be provided in PDF format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's, PNG's or Photoshop files.

c) Accessibility Of Web Site During Construction

Throughout the construction of the prototype (artifact) and the final Web Site, the Web Site shall be accessible to only to the Client AND the Developer. Until the Client has approved the final Web Site, and made payments, none of the Web Pages for the Client's Web Site will be accessible to end users OR any other parties besides the Developer or the Client concerned.

d) Project Planning Meetings

After both parties have signed this Agreement, the parties shall meet at the Client's office or a mutually convenient location and at a mutually convenient date and time to discuss project planning. The parties shall endeavor to hold this meeting within 5 days after both parties have signed this Agreement.

e) Delivery of Artifact

Upon the Client's approval of the Project, or upon termination of this Agreement, whichever occurs earlier, the Developer shall deliver to the Client all Code, Documentation, reports and other materials developed by the DEVELOPER in the course of its performance under this Agreement and any other items reasonably necessary for the operation of the Client's Project (other than third party operating system software, third party networking software, Web Browsers and hardware) and all changes and enhancements thereto (the "Deliverables"). Documentation shall be delivered in printed format and in

electronic format. Code shall be delivered in electronic format. The transfer of electronic materials shall be accomplished by copying them to flash drives, or via File Transfer Protocol ("FTP"). Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's, PNG's or Photoshop files.

The DEVELOPER shall maintain its back-ups and one set of the final materials provided to the Client for a period of six months after the Client's approval of its final Web Site.

If this Agreement is terminated prior to final approval, or at the expiration of this six month period, the DEVELOPER will destroy all of its copies of the Client's Web Site (including all back-ups thereof) and "wipe" all files constituting final or working copies of the Client's Web Site (other than the final copy) from the DEVELOPER's computers and back-up materials unless otherwise directed in writing by the Client.

#### 4. **COMPENSATION**

##### a) Price

The total price for all of the work set forth in the Agreement (excluding post-approval modifications not implemented by the Developer) shall be SEVENTY EIGHT THOUSAND SOUTH AFRICAN RANDS (R78 000.00) (the "Development Fee").

This price covers all work of whatever nature on the Client's Web Site contemplated in this Agreement (excluding post-approval modifications not implemented by the Client). When both parties have signed this AGREEMENT, AND whenever the Developer provides TWO artifacts, the Client will forward to DEVELOPER a portion of the Development Fee as follows:

<b>Book</b>	<b>Pages</b>	<b>Basic</b>	<b>Bonus</b>	<b>Total</b>
<b>English</b>				
Gr 12 Textbook	373	8000	3000	11000
Gr 12 Teacher's Guide	283	6000	2500	8500
Gr 11 Textbook	376	8000	3000	11000
Gr 11 Teacher's Guide	280	6000	2500	8500
Subtotal:		28000	11000	39000
<b>Afrikaans</b>				
Gr 12 Textbook	approx.	8000	3000	11000
Gr 12 Teacher's Guide	as	6000	2500	8500
Gr 11 Textbook	above	8000	3000	11000
Gr 11 Teacher's Guide		6000	2500	8500
Subtotal:		28000	11000	39000
<b>Total for Html5 versions</b>		<b>56000</b>	<b>22000</b>	<b>78000</b>

b) Invoicing

All payments are due fourteen (14) days after receipt of a properly payable invoice payable to:

BANK NAME: Standard Bank

BRANCH NAME: XXXXXXXXXXXXXXXXXXXX

BRANCH CODE: XXXXX

ACCOUNT HOLDER: Emandleni Moyo (Mr)

ACCOUNT NUMBER: XXXXXXXXX

ACCOUNT TYPE: Cheque

SWIFT CODE: XXXXXXX

5. **CONFIDENTIALITY**

Both the DEVELOPER and the CLIENT shall treat this project as confidential. However, the DEVELOPER may list the Client as a contactable reference of the DEVELOPER and may include a link to the Client's website on career advancing platforms. The DEVELOPER may not issue any press release that refers to the DEVELOPER's work for the Client unless the Client has previously approved the press release in writing, which approval may be withheld for any reason or for no reason at all.

6. **WORK PRODUCT OWNERSHIP**

For all code and intellectual property developed by the Developer, the Developer hereby grants the Client, and the Client hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive use (unless such rights are specified otherwise within the scope) of the work.

Any copyrightable work, ideas, discoveries, inventions, patents, products or other information (collectively, the "Work Product") developed in whole or in part by the Developer in connection with the Services shall be the exclusive property of the Client and his affiliates. Upon request, the Developer shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

7. **REPRESENTATIONS**

The DEVELOPER represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by DEVELOPER under this Agreement.

The Client understands that the DEVELOPER is currently working on zero or more similar projects for other clients and other nonrelated coursework at Nelson Mandela University. Provided that those projects do not interfere or conflict with the DEVELOPER's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

8. **TERMINATION**

The Client may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, Developer shall inform the Client of the extent to which performance has been completed through such date, and collect and deliver to the Client whatever work product and Deliverables then exist in a manner prescribed by the Client. The Developer shall be paid for all work performed through the date of receipt of notice of termination as specified herein.

The Developer may not terminate any work under this Agreement without the prior written consent of the Client.

In the event of any termination of this Agreement, all obligations and responsibilities of the Developer shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

9. **INTEGRATION**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a FINAL expression of their Agreement.

It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

IN WITNESS WHEREOF, the parties intending to be legally bound, have each caused to be affixed and seal the day indicated.

**THE CLIENT**

XXXXXXXXXX

DATE:

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**THE DEVELOPER:**

**EMANDLENI MOYO**

DATE:

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### Exhibit A – Project Schedule

#### TASK

1. Learning Material Files Transmitted to the Developer
2. Progress Check One
3. Artifact 1 Submission
4. Artifact 2 Submission
5. Invoice One Payable
6. Progress Check Two
7. Artifact 3 Submission
8. Artifact 4 Submission
9. Invoice Two Payable

#### DATE

**As soon as possible**

October 30 XXXXX

October 30 XXXXX

October 30 XXXXX

November 13 XXXXX

November 13 XXXXX

November 30 XXXXX

November 30 XXXXX

December 14 XXXXX