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**PROJECT CONTRACT**

*DTI BN#:4520456*

**Parties:**

referred to as the "Client", located at

and

**Kenny Walter Diolola**- **PROFtech**, referred to as the "Contractor", located at Block 3, Matalam Street, Kidapawan City, 9400.

**Scope of Work:**

The Contractor agrees to develop and deliver a Smart Lock system for vehicles to the Client. The system shall include the hardware device and necessary software components for functionality. The Client acknowledges that additional units beyond the scope of this contract will require additional labor costs for the development and delivery of each additional unit. The parties will negotiate in good faith to determine fair and reasonable labor costs for each additional unit.

**Project Schedule:**

The project is expected to commence on and be completed by with a total duration of three weeks.

**Payment Terms:**

The Client agrees to pay the Contractor a total of 30,000.00 to 40,000.00 pesos for services rendered, depending on the complexity of the project and the inclusion of a rush fee due to the expedited timeline. The payment breakdown is as follows:

- The Client shall pay a minimum of 50% of the total cost, amounting to 20,000 pesos, as an upfront payment before the commencement of the project.

- The remaining balance shall be settled before the delivery of the product and access codes.

- Additional fees may apply in the event of a major overhaul of the design, as agreed upon by both parties.

-The contract amount specified herein covers only the services provided directly by the Contractor for the development of the Smart Lock system. Additional fees for outsource services, materials, or any other third-party expenses required for the project are not included in the contract amount. The Client agrees to reimburse the Contractor for any outsource services or materials procured on behalf of the project, subject to prior written approval and presentation of receipts or invoices.

**Changes and Amendments:**

Any changes or amendments to the scope of work must be agreed upon in writing by both parties. The Client acknowledges that changes or amendments may require additional payments beyond the initially agreed-upon contract amount.

Minor changes or adjustments to the project scope may incur additional fees, to be determined based on the complexity and impact of the change.

In the event of a major overhaul or significant change to the project scope, both parties will negotiate in good faith to determine fair and reasonable additional payments. The Contractor reserves the right to propose an updated cost estimate for the revised project scope, subject to the Client's approval.

**Confidentiality:**

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of the project.

**Ownership of Work:**

Upon full payment, all deliverables and intellectual property produced as part of this project shall become the property of the Client.

**Termination:**

Either party may terminate this agreement with [15] days written notice. In the event of termination by the Contractor, the Contractor shall reimburse the Client 50% of the downpayment made by the Client. The remaining 50% of the downpayment will be retained by the Contractor to cover the costs incurred up to the termination date. In the event of termination by the Client, as specified earlier in the contract, the downpayment shall not be refunded. The Contractor shall provide an itemized list of expenses incurred and work completed up to the termination date upon request by the Client.

**Signatures:**

This contract constitutes the entire agreement between the Client and the Contractor. Any modifications must be made in writing and signed by both parties.

**Client Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_