**SOFTWARE DEVELOPMENT AGREEMENT**

This Software Development Agreement (the **“Agreement”**) is entered into on **[Date]**, by and between:

**Client:** Mohamed Kamal Eed residing at Giza, Egypt (“Client”)  
**Developer:** [Developer’s Full Legal Name], residing at [Address] (“Developer”)

(Each a “Party” and together the “Parties”).

**ARTICLE 1 – PURPOSE**

The Client hereby engages the Developer to design and develop the **E-Commerce Finance Application** (the **“Software”**) based on the specifications defined in **Exhibit A – Scope of Work**, which forms an integral part of this Agreement.

**ARTICLE 2 – SCOPE OF WORK**

1. The Developer shall perform the development tasks as detailed in **Exhibit A**.
2. Any modifications or additions to the scope shall require written agreement by both Parties.

**ARTICLE 3 – COMPENSATION**

1. The total development budget shall be **USD $500 (Five Hundred Dollars)**.
2. Payment will be made in **bi-weekly installments** until the total $500 is fully paid.
3. Upon the **first successful commercial sale** of the Software to end clients, the Client shall pay the Developer an additional **success bonus of USD $1,000 (One Thousand Dollars)** from sales proceeds.
4. Payments shall be made via **[Bank Transfer / PayPal / Other Method]**.

**ARTICLE 4 – OWNERSHIP AND INTELLECTUAL PROPERTY**

1. Upon full payment of the total budget and success bonus, all rights, title, and interest in the Software (including source code, documentation, and deliverables) shall transfer exclusively to the Client.
2. Until such payments are completed, ownership shall remain with the Developer.

**ARTICLE 5 – CONFIDENTIALITY**

Both Parties shall maintain confidentiality of any business, technical, or proprietary information disclosed during this Agreement.

**ARTICLE 6 – WARRANTIES AND LIABILITY**

1. The Developer warrants that the Software will be original and free from intentional infringement of third-party rights.
2. The Developer shall not be liable for indirect or consequential damages resulting from the use of the Software.

**ARTICLE 7 – TERM AND TERMINATION**

1. This Agreement shall remain in force until the completion of the development and delivery of the Software, unless terminated earlier.
2. Either Party may terminate this Agreement by written notice in the event of a material breach by the other Party.
3. Upon termination, the Client shall pay the Developer for all work completed up to the termination date.

**ARTICLE 8 – GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of **Egypt.**

**ARTICLE 9 – ENTIRE AGREEMENT**

This Agreement, together with **Exhibit A (Scope of Work)**, constitutes the entire agreement between the Parties.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**Client**

Name: [Mohamed Kamal Eed]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Developer**

Name: [Developer’s Full Legal Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Scope of Work**

The detailed scope of work, as already shared and agreed upon by the Parties, is attached hereto as **Exhibit A** and shall form an integral part of this Agreement.