

**WEBSITE DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made on the 1/15/2021

**BETWEEN:**

- (1) NexusBond Ltd., incorporated and registered in the United Kingdom with company number 09001155 ("NexusBond")
- (2) Nikolaos Chrysostomou

("the Customer").

**WHEREAS:**

- A. NexusBond provides a variety of software, mobile, advertising and website development services.
- B. The Customer wishes NexusBond to provide it with such services as set out in Schedule 1 of this agreement.
- C. Those services are to be provided on the terms and conditions set out in this Agreement.

**WHEREBY IT IS AGREED** as follows:

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:

<b>"Acceptance"</b>	Acceptance of the Deliverable as determined in accordance with clause 6 below
<b>"Acceptance Tests"</b>	the tests to be carried out on the Deliverable to test whether it meets the Specification, which shall be set out in the Proposal and conducted in accordance with clause 6 below.
<b>"Commencement Date"</b>	the date on which this agreement is entered into between the two parties.
<b>"Deliverable"</b>	the product to be developed by NexusBond for the Customer, as described in the Specification. Where NexusBond is to deliver multiple products pursuant to the terms of a single agreement the term 'Deliverables' shall be interpreted accordingly.
<b>"Fees"</b>	the fees payable for the provision of the Deliverable and the Services, as set out in clause 2.1.

<b>"Intellectual Property Rights"</b>	all copyrights, patents, registered and unregistered design rights, domain names, database rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
<b>"Maintenance Services"</b>	work performed to ensure the continued functionality of the Deliverable as specified in the Proposal.
<b>"Proposal"</b>	means the proposal for the development and provision of the Deliverable which is set out in Schedule 1 of this agreement.
<b>"Services"</b>	NexusBond's development of the Deliverable, as well as the provision of any/all other services described in the Proposal, as shall be described in greater detail therein.
<b>"Specification"</b>	the functional and technical description of the Deliverable as set out in the Proposal.
<b>"Timetable"</b>	the timetable guideline for the Services set out in the Proposal.

**2. PRICE AND PAYMENT**

- 2.1. The Fees shall be payable as set out in Schedule 2.
- 2.2. The Fees stated are exclusive of VAT. VAT shall be payable by the Customer.
- 2.3. The Customer shall pay invoices validly raised by NexusBond within 30 days of the date of such invoice.
- 2.4. In the event that the Customer fails to pay any invoice within the timeframe set out in clause 2.3 NexusBond shall be entitled to suspend provision of the Services, or any part thereof, without penalty or liability until payment of it has been made to the satisfaction of NexusBond.
- 2.5. For the purposes of this Agreement, time of payment shall be of the essence.

**3. THIRD PARTY ELEMENTS AND OPEN SOURCE**

- 3.1. Any third party software supplied by NexusBond and/or incorporated in a Deliverable is supplied on an as is basis and the Customer may be obliged to enter into a direct licence with the manufacturer of such software. The Customer recognises that use of such software shall be subject to the terms of any licence agreement which governs its use.
- 3.2. Unless the Customer has entered into a valid software maintenance contract with NexusBond, or such services as specifically stated to be included in the Proposal, NexusBond shall not have any responsibility to provide support or maintenance services in respect of Deliverables.
- 3.3. Deliverables may contain open source software elements and the Customer acknowledges that the Fee has been agreed on this basis. Use of open source elements may be subject to their licence conditions and the Customer agrees to abide by the same.

#### 4. INTELLECTUAL PROPERTY AND INDEMNITIES

- 4.1. The Customer undertakes to indemnify and hold harmless NexusBond against all liabilities, costs and expenses which NexusBond may incur as a result of work done in accordance with the Specification directly or indirectly the infringement of any Intellectual Property Rights of any third party and which was part of the Customer's brief to NexusBond (including without limitation any specification by the Customer relating to the Deliverable's functionality, branding, or look and feel).

#### 5. LIMITATION OF LIABILITY

- 5.1. NexusBond shall not be liable for any loss or damage suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond NexusBond's reasonable control.
- 5.2. NexusBond shall not be liable for any indirect or consequential loss, nor for any loss of profit, revenue, failure to make anticipated savings, wasted management time, or loss of data or goodwill, nor (save as specified to the contrary in this Agreement) for liability of the Customer to any third party arising in any way in connection with this Agreement; whether or not such loss has been discussed, foreseen or contemplated by the parties prior to entering into this Agreement.
- 5.3. Save as expressly stated in this Agreement and to the extent permissible by law, all conditions and warranties whether expressed or implied, statutory or otherwise, which relate to the condition or fitness for any purpose of the Deliverable or to the care or skill with which the Deliverable has or should have been (or, as the case may be, will or ought to be) prepared are hereby expressly excluded.
- 5.4. The Customer accepts that NexusBond is in no way liable for any statements or representations made in any third party documentation supplied by NexusBond to the Customer.
- 5.5. No matter how many claims are made (in contract, tort, breach of statutory duty or otherwise) NexusBond's maximum aggregate liability to the Customer under or in connection with this Agreement, or any other agreement between the parties or any software related to this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses 5.1 – 5.5 above or otherwise) shall not exceed a sum equal to the value of the Fees.
- 5.6. The Customer agrees that it is in a better position to evaluate its own business and to foresee any loss it may suffer in connection with this Agreement. It recognises that the Services Price has been calculated on the basis of the above limitations and exclusions being in place, and undertakes that it shall effect insurance as is suitable having regard to its particular circumstances in light of this clause 5.
- 5.7. NexusBond makes no warranty that operation of the Deliverable will be uninterrupted or error-free, nor that the Deliverable will be compatible with and/or work in conjunction with any other software or any hardware used by the Customer and not specifically referred to in the Specification.

#### 6. ACCEPTANCE OF DELIVERABLE AND LICENCE

- 6.1. Where the Proposal specifies that Acceptance Testing is to occur, the customer shall from delivery of the finished Deliverable have the period of time specified in the Proposal (the "**Testing Window**") to perform the Acceptance Tests.
- 6.2. The Testing Window shall be fifteen (15) working days.

- 6.3. At the conclusion of the Testing Window the Customer shall be deemed to have accepted the Deliverable unless it has provided written notice (a “**Failure Notice**”) to NexusBond that the Acceptance Tests have not been passed (specifying in reasonable detail how and why that is the case). The Customer shall not refuse to accept the Deliverable unless it fails to pass the Acceptance Tests or fails to conform with the Specification in one or more material Respects.
- 6.4. If the Customer provides Failure Notice prior to the conclusion of the Testing Window then NexusBond shall remedy the identified defect(s) as soon as possible so that the Deliverable complies in all material respects with the Specification and agree a new date with the Customer for repeating the process set out in clauses 6.1 – 6.2; or
- 6.5. Acceptance of the Deliverable shall be deemed to have occurred on whichever is the earliest of:
  - 6.5.1. the signing by the Customer an acceptance certificate, or similar document, following successful completion of the Acceptance Tests in accordance with this clause 6, such signature not to be unreasonably withheld or delayed where requested;
  - 6.5.2. deemed acceptance pursuant to clause 6.2 above;
  - 6.5.3. live use of the Deliverable by the Customer.

## 7. **TERMINATION AND CONSEQUENCES OF TERMINATION**

- 7.1. This Agreement may be terminated:
  - 7.1.1. immediately by written notice from the non-defaulting party to the defaulting party if a party is in breach or default of its obligations pursuant to this Agreement, and that breach or default is either not capable of being remedied or, where such breach or default is remediable, within 30 days of a written request by the other party to remedy the same;
  - 7.1.2. immediately by either party if in respect of the other party a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition scheme or arrangement with or assignment for the benefit of its creditors (or a similar analogous event occurs in its jurisdiction of incorporation);
  - 7.1.4. the other party shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or a similar analogous event occurs in its jurisdiction of incorporation);
- 7.2. Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 8. **CONFIDENTIALITY, DATA PROTECTION AND OWNERSHIP OF CUSTOMER DATA**

- 8.1. NexusBond hereby undertakes to:
  - 8.1.1. keep confidential all information provided by the Customer (“the Customer Data”) and not use it for any purposes other than in relation to the provision of the Services; and
  - 8.1.2. not without the Customer's written consent disclose the Customer Data in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the provision or receipt of the Services and who have, and to the extent that they have, a need to know the same.

8.2. The provisions of clause 8.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

8.2.1. trivial or obvious;

8.2.2. already in NexusBond's possession without duty of confidentiality on the date of its disclosure;

8.2.3. in the public domain other than as a result of a breach of this clause; or

8.2.4. to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, NexusBond shall use reasonable endeavours to notify the Customer of such requirement prior to making the disclosure.

8.3. NexusBond's obligations to keep any Confidential Information confidential will survive the termination of this Agreement.

8.4. Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 and/or such legislation as may from time to time amend, supplant or replace it, which arise in connection with this Agreement.

## **9. TIME**

9.1. All dates and deadlines set out in the Proposal are estimates provided for guidance purposes only; NexusBond shall use its reasonable endeavours to meet such dates or deadlines.

9.2. Without prejudice to the terms of clause 9.1, if any failure by the Customer to adhere to the terms of this Agreement leads to any delays to the provision of the Services, the Customer shall be liable to pay the Fees pursuant to clause 2.

9.3. To the extent that any delay is directly or indirectly caused by any act or omission of the Customer, NexusBond shall be entitled to charge the Customer for the effects of such delay on a time and materials basis.

## **10. ACKNOWLEDGEMENT OF PROVENANCE**

10.1. The Customer accepts that the Deliverable shall bear the words "Website Design by NexusBond" in a fashion and location deemed suitably prominent by NexusBond (as may be specified in the Proposal – that marking the "**Mark**"). The Mark may, at NexusBond's discretion, contain a hyperlink which enables individuals to navigate directly to NexusBond's website. The Customer acknowledges that the Fees have been determined in anticipation of the Mark appearing in this fashion and undertakes that it shall not, nor shall it suffer any third party to, remove or tamper with the Mark.

## **11. GENERAL**

11.1. Subject to clause 11.2, this written Agreement together with its Schedules, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and both warrant that they did not rely on any representation made by the other party prior to entering into this Agreement unless such representation is expressly included or referred to herein. Nothing in this clause 11.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

11.2. No change, alteration or modification to this Agreement shall be valid unless in writing and signed by a duly authorised representative of both parties.

- 11.3. If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 11.4. The rights and obligations of the Customer under this Agreement are personal to the Customer and the Customer undertakes that it shall not, without the prior written consent of NexusBond, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 11.5. NexusBond reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.
- 11.6. Any notice given pursuant hereto may be served personally or sent by pre-paid registered letter or recorded delivery to the addresses given herein. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid.
- 11.7. Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 11.8. Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 11.9. Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 11.10. This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 11.11. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

**IN WITNESS WHEREOF**, the parties by their duly authorised representatives have executed this Agreement as of the date first above written.

**NexusBond**

**Customer**

By: **Marco Navarro**  
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By: **Nikolaos Chrysostomou**  
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Title: **Partner**  
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Title: **Director**  
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Date: **1/14/2021**  
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Date: **1/15/2021**  
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**SCHEDULE 1**

NexusBond will create a functional website for the client with the following features:

As detailed in document, 'Stock Investment Portal Website Proposal V.2.PDF'

**SCHEDULE 2**

**The Fees**

The parties agree that the Fees shall be:

A fixed fee of                      £5,000 + VAT      – payable on the following terms:

- 40% Payable upon commencement date.
- 30% Payable upon initial handover.
- 20% Payable after 1st round of changes.
- 10% Payable after 2nd round of changes.

