**CONTRACT FOR APP DEVELOPMENT SERVICES**

This Contract Agreement ("Agreement") is made on this 5th December, 2024 by and between:

**Client**: Actions for Development and Empowerment (ADE) and Community Solution Media (CSM)  
Address: Marche Nkol Eton Opposite Congelcam  
Representative: Ndi Nancy Saiboh, Executive Director ADE  
Email: nancysaiboh@adeinternational.org

AND

**Developer**: SYNTHI-AI  
Address: SYNTHI IA Boulevard de l'Unité, Douala  
Representative: Vincess DONGMO, Chief Executive Officer  
Email: contact@synthi-ai.com

**Collectively referred to as the "Parties."**

**1. Scope of Work**

The Developer agrees to design, develop, and deliver a mobile application for Android, and iOS Platforms, with the goal of enhancing youth civic engagement and political participation in Cameroon. The Application will have the following features:

* **Information Sharing**: Integration of voter registration points, council branch locations, and polling station locations.
* **Platform Usage**: Dedicated interfaces for Elections Cameroon (ELECAM) staff for updating relevant voter registration information, an interface for ADE and CSM Staff to monitor, control and update the application as required and where necessary.
* **Security**: Measures to ensure data integrity, with a specific emphasis on restricted access and a secure data environment.

**2. Reference Clause to the Specifications Document**

* This contract is governed by the provisions of the specifications document, attached to the contract as Annex A.
* All functionalities of the application, as described in the specifications document, are considered an integral part of this contract.
* The service provider commits to developing and delivering the application in accordance with the specifications and functionalities outlined in the specifications document.
* In the event of any discrepancy between the client’s requirements and the functionalities specified in the specifications document, the specifications document shall prevail.

**3. Modification Clause**

 Any modification of the functionalities stated in the specifications document must be subject to a written agreement between the parties.

 Accepted modifications will be incorporated into the contract by an amendment, specifying the impacts on timelines and costs.

**4. Deliverables**

The Developer shall deliver:

* A fully functional application by January 20th 2025.
* A user interface accessible to the public and a separate interface for ELECAM staff.
* An interface accessible to key persons within ADE, CSM and ELECAM
* All source code, technical documentation, and user guides by the project end.

**5. Project Milestones**

The project will follow the below timeline:

* **Phase 1**: Concept Design and Initial Prototype - 15th December, 2024
* **Phase 2**: Development of Core Features - 28th December 2024
* **Phase 3**: Testing & Security Enhancements - 5th January, 2025
* **Phase 4**: Final Application Delivery - 20th January 2025

**6. Compensation**

The Client agrees to pay the Developer a fee of 1 531,50€ for the development of the Application and 525,82 € .Payment will be made in the following installments:

* **30%** upon signing this Agreement.
* **40 %** upon completion of Phase 2.
* **30%** upon final delivery and approval of the Application.

**7. Confidentiality and Intellectual Property**

7.1. The Developer agrees to maintain the confidentiality of all non-public information provided by the Client.  
7.2. Upon full payment, the intellectual property rights of the Application, including all code, documentation, and designs, shall be transferred to the Client.

**8. Maintenance and Support**

The developer shall provide maintenance and support for 5 months after the final delivery date, including bug fixes, security updates, and minor updates related to the initial specifications.

**9. Warranties**

9.1. The Developer warrants that the Application will be free of bugs and functional as per the agreed specifications for a period of 5 months from the delivery date.  
9.2. The Developer warrants that the work provided is original and does not infringe on the intellectual property rights of any third party.

**10. Deployment Responsibilities**

During the deployment of the project, the following responsibilities will be borne by the client:

* Technical Infrastructure: Provide and configure the necessary technical infrastructure (servers, hosting, databases, etc.) to host the deployed solution.
* Licenses and Subscriptions: Acquire all licenses and subscriptions required for the software or tools used in the project.

And with a written agreement between the parties the following responsibilities will be borne by the developer:

* The deployment of the application on the App Store (for iOS) and the Play Store (for Android)

More details attached to the contract as Annex B.

**11.Termination**

* The present contract ends after 5 months of maintenance and support. Specifically, on May 30, 2025.
* Either Party may terminate this Agreement:
* With mutual consent.
* If either Party breaches any material term of this Agreement and fails to rectify the breach within 30 of days after receiving written notice from the other Party.

**12. Liability and Indemnification**

The Developer shall not be liable for any indirect or consequential damages arising from the use of the Application. The Client agrees to indemnify the Developer against any claims arising from the use of the Application.

**13. Dispute Resolution**

In case of disputes, the Parties agree to attempt to resolve the matter amicably. If a resolution is not reached within 30 days, the dispute shall be referred to mediation in Yaounde, Cameroon.

**14. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of Cameroon.

**15. Miscellaneous**

15.1. This Agreement constitutes the entire agreement between the Parties.  
15.2. Any amendments to this Agreement must be made in writing and signed by both Parties.

**Signatures**

**Client**:  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Developer**:  
Name: \_\_\_\_Vincess DONGMO\_\_\_\_\_\_\_  
Title: \_\_\_\_\_CEO of SYNTHI AI\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_05/12/2024\_\_\_\_\_\_\_