**SOFTWARE DEVELOPER AGREEMENT**

**THIS AGREEMENT** made on October on the day of 2nd.  
  
**BETWEEN**  
  
**Koders Organization** is registered under the Freelancer.com and having its office in a virtual environment. We hereby work as an independent software developer.

**AND**

An online client who is **Vikram Singh Virk**

**WHEREAS,**  
  
1. The Client herein by this contract is getting bonded with the developers until the project is finally handed over to the Client satisfying all his requirements and the payment is completed as agreed by both of the parties.   
  
2. The Client will be getting the support for the project for next two months after the handing over of the project. After the 7 days if the client requires some more additions in the project then he/she shall have to pay the additional amount as mentioned by the developers.   
  
3. The Developers has agreed to develop the said works as per the requirements of the Client on the terms and conditions herein after appearing.

4. The agreement shall be effective from the date when the client is entering for the project development till the 7 days from the date of hand over of the project.

5. The Developers shall entertain the Client to answer any questions or assist solving any problems with regard to the operation of the Software up to 7 days and billed to the Client at a rate of $5 per hour for any assistance thereafter.

6. These terms and conditions apply to our services. Before we begin with any of the deals, you acknowledge and agree to have read, understood and agreed to the Terms and Conditions set out below:

* Client assurance is required before we begin with any of the projects.
* If a payment is not received or payment method is declined, the buyer forfeits the ownership of his project. If no payment is received, the project will not be sent.
* The client cannot back-out once the deal has been locked. In such a case, he will be responsible for making the complete payment.

**NOW IT IS HEREBY AGREED AND DECIDED BETWEEN BOTH THE PARTIES AS FOLLOWS:**  
  
**1.Commencement of Work**  
  
The Developers will clear all the requirements to develop the said works as per the demand of the Client on the terms and conditions herein after appearing.

**2. Payment**  
  
The Client shall reimburse the Developers for all the expenses incurred by him in connection with the completion of the said works on an actual basis at regular intervals (if required).

The Client shall be provided with the screenshots of the working project or the video of the same (if required) and after the complete payment to the Developers, a sum of Rs. 3700 the client will be getting possession of the complete project within an hour.

**3. Owners right of Inspection**  
  
The Developers will permit the Client to inspect and entertain him accordingly to the said work in progress.

**4. Variation**  
  
**For any kind of variation or delay or any due extension required on behalf of the Client, the Developers will not responsible for the loss occur (includes time and payment) and the charges will be paid by the Client according on the above agreed terms. Also, Client shall be charged with an extra amount for the delay on daily basis.**

**5. Defect**  
  
If any fault, corruption or any fatal error appear in the works within two months after their hand over of the project, it shall be the duty of Developers to compensate for the loss.  
  
**6. Extension of Time**  
  
If due to certain unforeseen/uncontrollable circumstances, the Developers requires an extension of time for completing the works, he shall immediately make known the same to the Client and the Client may, if he thinks such request reasonable, grant such extension of time as he may think necessary.  
  
**7. Determination of Contract by Owners**  
  
If the Client is not satisfied with the progress of the work or with the quality of the workmanship or violates any provisions of this Agreement, terminate the contract. In such an event, the Client may then approach to employ another Developers to complete the same and may pay developers the cost of such completion out of the sum payable to the Developers under this agreement.

**8. Time for Completion**  
  
Unless the time is extended under Clause 7 hereof, the Developers will complete a portion of the works of the value of not less than Rs. 3700 on or by the end of November 2018, otherwise ,the work will be completed till the extended time agreed between the parties.

**9. CONFIDENTIALITY**.

1. The Developers shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the Software’s code, the Specifications, or the Client’s business (the “Confidential Information”),
2. Make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or
3. Use Confidential Information other than solely for the benefit of the Client.

**10.** **INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE**

The Parties acknowledge and agree that Client will not hold intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Client also agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

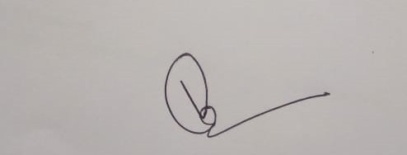
**11. TERMINATION**

1. The terms of the agreement will be valid as per section 10 of Indian Contract Act, 1872, for any kind of misrepresentation or default in the part of any one or both the parties as per the said provision the Agreement will be termed voidable.
2. It is assumed that both the parties are well versed with the terms of the agreement before entering into it. For terminating the agreement, the party(client) with the valid reason shall pay the amount according to the progress of the work. The amount settlement must be agreed between both the parties
3. The Developers party shall enter into the contract after having the complete analysis of the project. And can withdraw his hands from the project anytime with the compensation to the other party (Client).
4. Both the parties can at anytime terminate the agreement by putting the valid reason. Compensation may be compromised between the mutual consent of the parties.

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement and have caused the common seal to be affixed on the agreement in the manner hereinafter appearing on the day and year first here-in-above written.

**Witness:**  
  
**On the behalf of Client**  
**Vikram Singh Virk**

Phone: +91 85040 17085  
Email: <v.virk1998@gmail.com>  
Signature:



**On the behalf of Developers**  
**Shaloni Modi**

Phone: +91 9617496000  
Email: [koders@outlook.in](mailto:koders@outlook.in)  
Signature:

