# JAVA GAME DEVELOPMENT AGREEMENT

## PARTIES

- This Website Development Agreement (hereinafter referred to as the **"Agreement"**) is entered into on September 4 2024 (the **"Effective Date"**), by and between Diadem Dasalla (hereinafter referred to as the **"Client"**) and **Joshua Anderson Padilla** (hereinafter referred to as the **"Developer"**) (collectively referred to as the **"Parties"**).

## DESCRIPTION OF THE PROJECT

- The Developer agrees to perform the following services for the Client:

I will create a 2-player dice roll game where each player has a score. Player 1 will take a turn, followed by Player 2, and then the result will be shown. There should be an option to quit the game or retry it.

I will also create a basic menu UI:

**MAIN MENU**

- **PLAY** - play the game
- **HELP** - view the mechanics
- **QUIT** - exit the game

After the game is over, it will return to the **MAIN MENU**.
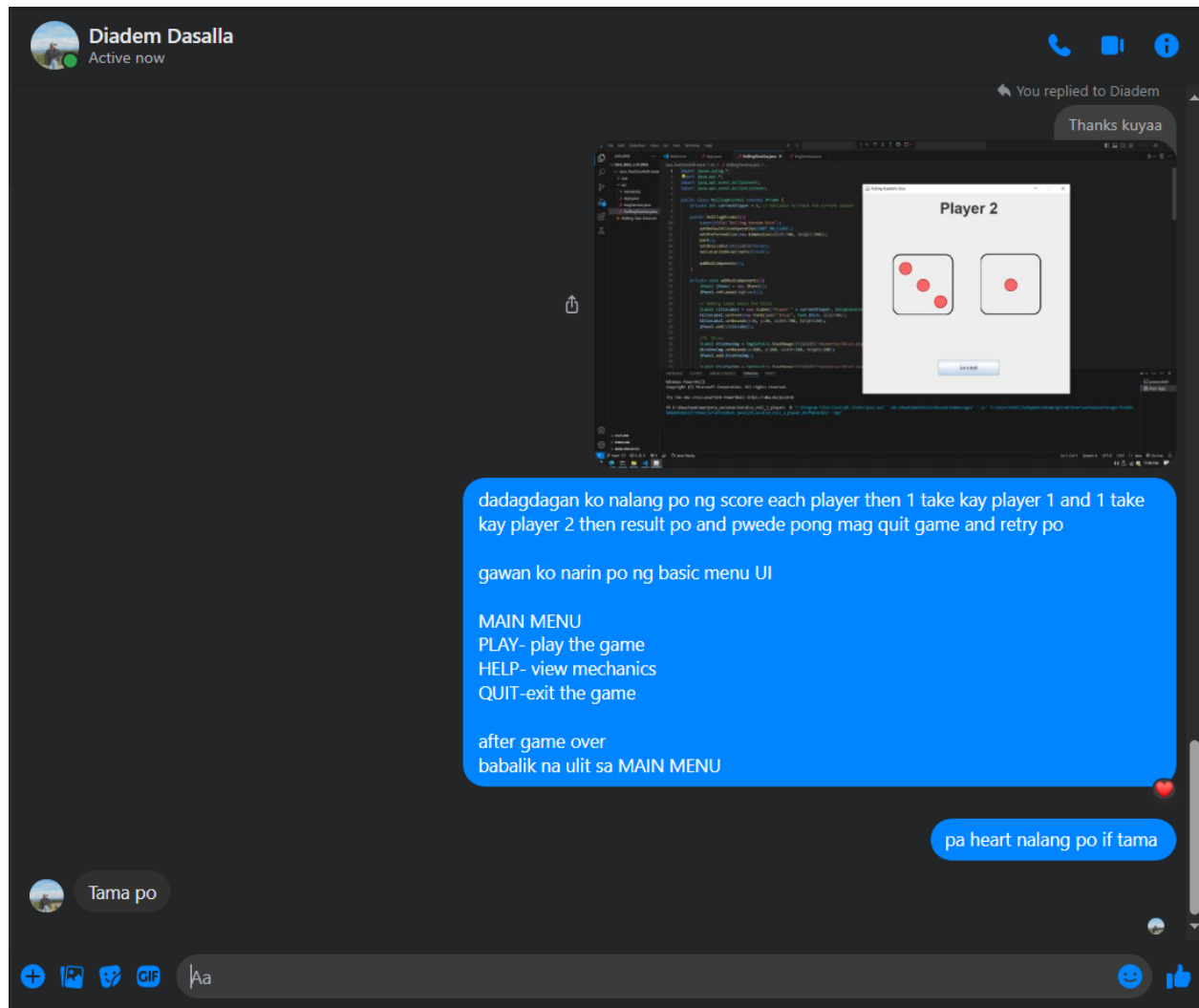
- **REVISIONS ENTITLEMENT**

- The Client is entitled to 3 months revisions of the work conducted by the Developer. Any revisions exceeding this amount will be chargeable at a rate discussed by the Client and Developer.

## PRICE AND PAYMENT

- The Client agrees to compensate the Developer an amount of **20,000 php**. **10,000 php** will be paid on August September 4 2024 as down payment and the remaining balance of **(10,000 php)** will be paid upon completion and successful testing of the website through video demonstrations and the client need to pay the complete balance before they received the complete source code.

- Deadline until September 15,2024

## CONFIDENTIALITY

- All terms and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required pursuant to process of law.

- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.

- The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

## INTELLECTUAL PROPERTY

- The Designer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

- The Designer will refrain from using such intellectual property upon the termination of this Agreement.

## GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of The Philippines.

## ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of The Philippines.

## AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

- Accordingly, any amendments made by the Parties will be applied to this Agreement

## ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

## ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements

and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

## REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

## DISCLAIMER OF WARRANTIES

- The Designer warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.

- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client's desired results.

## LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

## SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

## SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is

  Demonstrated by their signatures below:


**Developer**

Name:  Joshua Anderson Padilla

Signature:_____

Date: September 4 2024


**CLIENT**

Name:  Diadem Dasalla

Signature: _ _____

Date: September 4 2024