**Web-design Contract**

BETWEEN

**Change= Vastgoed Beheer BV**AND

**Christopher Evans and Ferdinand Obenheimer**

**Price Comparison Dashboard**

This Website Design Agreement (the **“Agreement”**) is entered into \_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**), by and between Change= Vastgoed Beheer BV, with an address of August Allebéplein 112, Amsterdam (the **“Client”**) and Christopher Evans, with an address of Elizabeth Cady Stantonplein 214, Amsterdam, and Ferdinand Obenheimer, with an address of Elizabeth Cady Stantonplein 413, Amsterdam, (the **“Developer”**), collectively “the **Parties.**”

1. **Project Description.**

Client chooses to work with the Developer to create a price comparison web dashboard. The online dashboard allows users to break down cost components of living at Change=, see respective costs if they add certain packages (e.g. TV, faster Internet etc.) and add pricing options for utility companies. It will further provide explanations for said costs.

The specific requirements and details have been verbally discussed between the Parties and will be further specified during the initial design phase of the project. Certain features which the final product will include are:

* Adaptable pricing graph based on facilities/pricing plans chosen by user
* An explanation for the different cost components
* Offering a comparison with other similar housing solution

Additional features and exact implementation can be discussed by the parties in the design phase.

1. **Schedule** The Parties agree to the following estimated development timeline:

Table 1: Milestones

|  |  |
| --- | --- |
| **Milestone** | **Duration** |
| 1. Planning/ Design | Week 1 - Week 3 |
| 1. MVP development | Week 3 - Week 6 |
| 1. Final version development | Week 6 - Week 9 |
| **Launch** | **Week 9** |

1. **Revisions**

The Client shall be entitled to unlimited revisions of development versions (within the scope as agreed upon during the planning and design phase) before the deployment of the final version. After the final version has been delivered any new features to be developed will be priced at the hourly maintenance rate or based on a new price separately agreed upon between the parties.

1. **Payment**

The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: €1,200 (One Thousand two hundred Euro).

The fee will be split equally along the accomplishment of the three project milestones (outlined in Table 1 above) in installments of €400 and will be due once Change= approves that each Milestone has been accomplished.   
  
The Developer will send the accompanying invoice as milestones are accomplished. Following invoices, payment is due within 30 days of invoice date.

After the final launch of the website, maintenance will be provided on a per hour basis and charged at €10 per man-hour. This rate will be fixed until 31.12.2020, after which we propose to re-address maintenance fees. Furthermore, the Developer will cover costs for hosting of the website up to and including 31.12.2020. As of 31.12.2020 if the Developer is unwilling or otherwise unable to continue hosting the website, the Parties will cooperate to ensure the website can be hosted by the Client who will then become responsible for operation of the website.

1. **Discount for a future project**

As verbally agreed between two parties, the follow-up project (currently known as “Directory for Change=”) will be given a €200 discount after successful completion of the final version of the current project.

1. **Confidentiality**

During the course of this Agreement, it may be necessary for the Client to share proprietary information including trade secrets, industry knowledge, and other confidential information to the Developer in order for the Developer to complete the final version of the project. The Developer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. The Developer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

1. **Ownership Rights**

Intellectual property rights will remain with the Developer. However, the site can be included as an option to any third party customers of the Client as part of the Client’s white label solution for other building management companies, at which point the Client should facilitate cooperation between the developers and said third party.

1. **Representations and Warranties**

The Developer: The Developer represents and warrants that they have the right to enter into and perform this Agreement. The Developer further represents and warrants that they have the right to utilize and distribute the designs created for the Client and that such designs are not owned by anyone else to the Developer’s knowledge. In the event that the Developer does not have these rights, the Developer will repay any associated damages the Client may experience or will take responsibility so that Client does not experience any damages.

The Client: The Client represents and warrants that they have the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to the Developer to be included in this website. In the event that the Client does not have these rights, the Client will repay any associated damages the Developer may experience or will take responsibility so that the Developer does not experience any damages.

1. **Disclaimer of Warranties**

The Developer shall create a website for Client’s purposes and to Client’s specifications (within the scope as agreed upon during the planning and design phase). The Developer does not represent or warrant that said website will create any additional profits, sales, exposure, brand recognition, or the like on behalf of the Client. The Developer has no responsibility to the Client if the website does not lead to the Client’s desired result(s).

1. **Limitation of Liability**

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure to deliver.

1. **Legal and Binding Agreement**

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with Dutch law.

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“CLIENT”**

Signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**“Developer”**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_