APPLICATION DEVELOPMENT AGREEMENT

This Application Development Agreement (the "Agreement") is entered into as of **Sept 25th 2017**, effective as of **Sept 25th 2017** (the "Effective Date") by and between **Djibril Sall** (the "**Client**" or "**Djibril Sall**" AND **Fluper Ltd.** (the "**Develope**r"); (**Djibril Sall** and together with the **Fluper Ltd.**, the "Parties").

RECITALS

> **WHEREAS,** the Client is engaged in providing Software Platform, for trading goods and services, as a product and service; and

> **WHEREAS**, the Developer is engaged in the business of developing and designing Application solutions.

> **WHEREAS**, the Client wishes to engage the Developer as an independent contractor for purpose of designing and developing the software application (the "**Taxi App**") on the terms and conditions set forth below; and

> **WHEREAS,** the Developer wishes to develop the Application and agrees to do so under the terms and conditions of this Agreement; and

> **WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

> **NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. PURPOSE.
The Client hereby appoints and engages the Developer, and the Developer hereby accepts this appointment, to perform the services described as **On Demand Service App** made a part hereof, in connection with the design and development of the Application (collectively, the "Services").

2. COMPENSATION.
It's a Fixed Price contract. Total project cost is **5000 $.** Application is on Both Android & IOS.

3. TERM.
This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, will continue until the Services have been satisfactorily completed and the Developer has been paid in full for such Services (the "Term").

4. RESPONSIBILITIES.

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(a)   **Of the Developer**: The Developer agrees to do each of the following:

1. Create the **Taxi App** as detailed to this Agreement, and extend its best efforts to ensure that the design and functionality of the Application System meets the Client's specifications.
2. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner and to the timeframe specified.
3. Perform the Services in a workman like manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
4. On completion of the **Taxi App**, assist the Client in installation of the Application System to its final location, which assistance will include helping the Client with its upload of the finished files to the Client selected Web-hosting company and submitting for approval on the Play Store & iTunes.
5. Provide Services and an Application System that are satisfactory and acceptable to the Client and substantially free of defects.
6. Communicate with the Client regarding progress it has made with respect to the milestones in performing the Services upon an agreeable time each week.

(b)   **Of the Client**: The Client agrees to do each of the following:
1. Engage the Developer for the development of the Application System as further to this Agreement.
2. Provide all assistance and cooperation to the Developer in order to complete the Application System timely and efficiently.
3. Provide initial information, and supply all content for the Application System.

5. CONFIDENTIAL INFORMATION.

The Developer agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Client, or to disclose to any person, firm, or corporation without the prior written authorization of the Client, any Confidential Information of the Client. "Confidential Information" means any of the Client's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Developer by the Client either directly or indirectly.

6. NATURE OF RELATIONSHIP.

(a)   <u>Independent Contractor Status</u>. The Developer agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Developer is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Developer's compensation hereunder. The Developer shall have no claim against the Cleint hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance

benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

(b)   Indemnification of Client by Developer. The Client has entered into this Agreement in reliance on information provided by the Developer, including the Developer's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Developer is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Developer's own actions, the Developer shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Developer and/or the Client resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Developer's earnings had the Developer been on the Client's payroll and employed as an employee of the Client.

7. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Developer hereby warrants to the Client that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Developer is free to engage in other development activities; provided, however, the Developer shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Developer's obligations or the scope of Services to be rendered for the Client pursuant to this Agreement.

8. INDEMNIFICATION.

(a)   Of Client by Developer. The Developer shall indemnify and hold harmless the Client and its officers, members, managers, employees, agents, contractors, sublicenses, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Developer arising from or connected with the Developer's carrying out of its duties under this Agreement, or (ii) the Developer's breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Developer by Client. The Client shall indemnify and hold harmless the Developer from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Client's operation of its business, (ii) the Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the

Client's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Developer.

9. INTELLECTUAL PROPERTY.
(a) No Intellectual Property Infringement by Developer. The Developer hereby represents and warrants that the use and proposed use of the **On Demand Service App** by the Client or any third party does not and shall not infringe, and the Developer has not received any notice,

complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the **Taxi App**, and the use of the **Taxi App** will not include any activity that may constitute "passing off." To the extent the **Taxi App** infringes on the rights of any such third party, the Developer shall obtain a license or consent from such third party permitting the use of the **Taxi App.**

(b) <u>No Intellectual Property Infringement by Client</u>. The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the **Taxi App** are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Developer and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

(c) <u>Continuing Ownership of Existing Trademarks</u>. The Developer recognizes the Client's right, title, and interest in and to all service marks, trademarks, and trade names used by the Client and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Client's right, title, and interest therein, nor shall the Developer cause diminishment of value of said trademarks or trade names through any act or representation. The Developer shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Developer shall cease to use all of the Client's trademarks, marks, and trade names.

10. ASSIGNMENT.
The Client may assign this Agreement freely, in whole or in part. The Developer may not, without the written consent of the Client, assign, subcontract, or delegate its obligations under this Agreement, except that the Developer may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Client of written notice of such assignment or transfer.

11. SUCCESSORS AND ASSIGNS.
All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

12. FORCE MAJEURE.
A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(a) Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and use reasonable efforts to resolve any issues resulting from the Force Majeure Event

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and perform its obligations hereunder.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the Government of India. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. TERMINATION.

Types of Termination. This Agreement may be terminated:

By either Party on provision of fifteen (15) days written notice to the other Party.
By either Party for a material breach of any provision of this Agreement by the other

Party, if the other Party's material breach is not cured within seven (7) days of receipt of written notice thereof. This shall include any delays to the timeline specified in Delivery Schedule.
By the Client at any time and without prior notice, if the Developer is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, or is guilty of serious misconduct in connection with performance under this Agreement.

Responsibilities after Termination. Following the termination of this Agreement for any reason, the Client shall promptly pay the Developer according to the terms of **Taxi App** for Services rendered before the effective date of the termination (the "Termination Date").
If before the delivery period of the Software Product if the client cancels the agreement, then client shall be liable to pay 100% of the total cost of the project i.e. **5000 $** to the developer.

Developer shall on the termination of this Agreement due to material breach by Client be entitled to take back the Software Products and/ Licenses and may at its option also forfeit the entire consideration paid by Client.

Final Delivery and Publishing to App Stores:

Delivery starts once the code is thoroughly tested, approved for release and distributed into a production environment.

At Fluper, we have extensive experience in preparing the application for release and delivery and in publishing them to different App Stores like iTunes, Google Play Store, etc.

Deliverables:

- Database hierarchy.
- Final source codes of all platforms.
- Source code documentation.

Payment Plan:

We take 15% as kickoff payment and rest into multiple milestones.

Platform	Cost
Upfront Payment	USD 750
UI/UX Designing USD 550	USD 550
Android Development USD 1000	USD 1000
iOS Development USD 1200	USD 1200
Web Services/Admin Panel USD 800	USD 800
Testing/ Quality Check	USD 300
After Final delivery & client satisfaction	USD 400
TOTAL USD	USD 5000

Platforms	Ios	Android
Programming Language	Objective C,Swift	Core Java
IDE	Xcode 5.0	Eclipse
Supporting OS	iOS 7.0 to latest	Android 5.0 to Latest
Backend Programming	PHP, Laravel	
DB	MySQL	
Designing Tools	Photoshop CSx, Adobe Illustrator CSx, Dream Viewer CSx,	
	(* x= the latest & established version of particular software)	
ProjectOrganizationTool	Zoho	

Software	Software Product
Programming Lang	PHP 5.x
Server	Apache 2.x
Database	MySQL 5.1.x or greater than MySQL 5.5.x
Operating System	Linux
Framework	Laravel | Cake | Zend
Web Format Service	JSON, REST API

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Components to be included in Delivery:

Components	In-Scope/Out of Scope
Consulting – Wire framing, HLD, Project	Both
Design	Yes
Android Development	Yes
Ios Development	Yes
Database + Web services	Yes
Promotional Website – Responsive	Yes
Admin Panel	Yes
Testing	Yes
Project Management	Yes

Delivery Timeline:

Fluper Ltd. Provides 100% Money Back Guarantee to Client in case of Delay in Delivery or Timeline. We also provide Client Penalty Enforcement for delay in delivery.

Timeline for Application project Development (Android, iOS) is **45** working Days.

Warranty:
Fluper will provide free bug fixing for **2 years**. We use other ways too, other than just user telling us the bugs:
1. We implement Crash analytics for automatic bug reporting.
2. We use Google Analytics for insights.

20. ENTIRE AGREEMENT.
This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and

contemporaneous agreements and understandings, both written and oral, between the Parties.

21. HEADINGS.
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

By: **Taxi App**
Name: **Djibril Sall**

CLIENT

Address:

By: Fluper Ltd.
Name: Akansha Pandey
DEVELOPER   Title: Sales Head

Address: B-128, Sec-65, Noida, U.P., India