**Web Development Consulting Agreement**

AGREEMENT as of October 14th, 2012, between **Optimatic Pte. Ltd.**, (hereinafter referred to as the "**Client**"), and **Jairus T. Bondoc**, (hereinafter referred to as the "**Consultant**"), with respect to the creation of certain product designs (hereinafter referred to as the "**Work**").

Whereas, **Consultant** is a individual of good standing; Whereas, **Client** wishes **Consultant** to create certain **Work** described more fully herein; and Whereas, **Consultant** wishes to create such **Work**; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **DESCRIPTION**
   1. **Consultant** agrees to create the **Work** as follows:
      1. Development of the Startup List admin system as specified in the “Admin System Specifications for Startup List” doc.
      2. Development of the Startup List frontend based on the PSD files provided.
      3. Deployment, testing and full delivery of the system
   2. **Consultant** will be providing his/her own location and equipment for performing the **Work**. In the event that additional training is needed, **Consultant** is to provide the necessary training and resources required.
2. **ASSIGNMENT OF WORK**
   1. **Consultant** reserves the right to assign other subcontractors to the **Work** to ensure quality and on-time completion.
3. **DUE DATES**
   1. **Consultant** agrees to deliver **Work** in a timely and efficient manner. **Consultant** will make every effort to meet agreed upon due dates.
4. **GRANT OF RIGHTS**
   1. **Consultant** grants to the **Client** all rights to the finished work, including but not limited to all rights in sketches, comps, or other preliminary materials. **Client** is able to do what is deemed fit with the finished work. With respect to the usage shown above, the **Client** shall have exclusive rights to the finished work.
   2. All plans, ideas, improvements or inventions developed by the **Consultant** during the term of this Agreement shall belong to the **Client** for whom work is being performed by the **Consultant**. The **Consultant** shall, however, retain the right to display works s/he creates for Company in their portfolio, subject to **Client’s** written approval in advance, said approval not to be unreasonably withheld.
5. **COPYRIGHT**
   1. **Consultant** is to agree to ensure no copyrighted materials or releases, in which their uses exceed the uses allowed pursuant to a permission or release, is provided to the **Client**. **Consultant** will be held responsible for any breach of Copyright law during the course of this project.
6. **CONFIDENTIALITY**
   1. Confidential information shall mean any and all information of **Client** whether in writing, oral, computer readable or in any other form which are disclosed to or which may come to the knowledge of the **Consultant** during or in the course of this agreement.
   2. The **Consultant** shall during the terms of agreement and thereafter keep confidential the Confidential Information and shall not use or disclose the same to any whomsoever.
   3. Failure to observe the above Clause on Confidential Information shall render the **Consultant** to have her contract of service terminated by **Client** without notice whatsoever and in the cases of such **Consultant** who has for any reason ceased working with **Client**, appropriate legal action shall be taken against the **Consultant** for damages.
7. **PRIVILEGES**
   1. The privileges given to the **Consultant** should not be abused, in which case warning would be issued.
8. **PAYMENT AND FEES**
   1. Payment shall be advanced to **Consultant** in monthly phases. Payment will be made via bank transfer. The agreed payment amount will be SGD$3000. **Consultant** is to invoice **Client** accodingly and payment will be made within 15 days from receipt of invoice.
   2. Payment will be split into 3 trenches. 1st trench (40%) will be made at the start of the project. 2nd trench (40%) will be made at the end of the project. 3rd trench (20%) will be made within 6 months after project is delivered.
   3. Payment is inclusive of **Consultant** overhead expenses related to working at his/her home office (electricity, internet access, computer, etc.)
   4. **Consultant** additional costs (including, but not limited to, equipment rental, printing costs, photographer’s costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses, and online access or hosting fees) if any, will be for the account of **Client**. **Consultant** is to ensure that relevant approval is requested before any such additional costs are pursued.
9. **RELATIONSHIP OF PARTIES**
   1. **Consultant** is not an employee of **Client** and **Consultant** is not forming a joint venture or partnership with **Client**. As an outside supplier of services, **Consultant** is functioning as an independent contractor.
   2. **Consultant** may not resell, distribute, repackage or make available any of **Client’s** works.
10. **TERMS AND TERMINATION/EXTENSION**
    1. The normal term of a project will begin with the signing of a written agreement.
    2. Upon cancellation, all outstanding debts of either party will immediately become due and demandable.
    3. At the latest, ten (10) days before the end of the term of the agreement, **Client** will inform **Consultant** of his intention to renew/extend or no longer renew the initial agreement at the end of the period.

**AGREED TO AND EXECUTED** in duplicate by the duly authorized representatives of the Parties.

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| Optimatic Pte. Ltd. | Jairus M. Bondoc |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:  Title:  Date: |