

# WEBSITE DEVELOPMENT AGREEMENT

## PARTIES

This Website Development Agreement (hereinafter referred to as the “**Agreement**”) is entered into on September 1, 2023 (the “**Effective Date**”), by and between November 30,2023. (hereinafter referred to as the “**Client**”), *Michael S. Catapang* (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: To Develop the **Rodillado Cleaning Services website** for them to automate and get more customers through marketing and expand their business.

## REVISIONS ENTITLEMENT

The Client is entitled to revisions of the work conducted by the Developer. Any revisions exceeding this amount will be chargeable at a rate of **400USD** per revision, or can negotiate within the parties as long both parties agrees on the compensation of the revision.

## PRICE AND PAYMENT

The Client agrees to compensate the Developer an amount of 1,200 USD, for 3 months development of the project and the Developer agrees to invoice the Client for the total amount of percentage and worked at the end of each month. **To breakdown each see below:**

Project Timeline Percentage	Amount Payment (Client)	Status
Sept 1 - Oct 1, 2023 - 50 %	400USD	
October 1 - Nov 1 - 25%	400USD	
Nov 1 - December 1 - 25%(Completion)	400USD	

The Parties agree that in the event that the invoices are not paid within thirty days of receiving them, the Developer will be entitled to follow up to the client.

## .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 Developer 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 Developer will refrain from using such intellectual property upon the termination of this Agreement.

### **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

### **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 regulation.

### **DISCLAIMER OF WARRANTIES**

The Developer warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Developer 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 Developer 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.

### **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

CLIENT

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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