**Web Application Development Agreement**

**Submitted By: Group 04**

**Name ID**

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**APPLICATION DEVELOPMENT AGREEMENT**

This Web Application Development Agreement (the “Agreement”) is entered into as of July 2nd, 2018, effective as of September 1st, 2018 (the “Effective Date”) by and between Group-4, (the “Developer”), and Mr. Abrar and Mr. Anowarul Abedin, the representative of the “Company”.

**RECITALS**

**WHEREAS,** the Company is engaged in providing book selling and purchasing related services ; and

**WHEREAS**, the Developer is engaged in the business of developing and designing web application solutions; and

**WHEREAS**, the Company wishes to engage the Developer as an independent contractor for the Company for the purpose of designing and developing the Company’s web ordering system (the “Application”) on the terms and conditions set forth below; and

**WHEREAS,** the Developer wishes to develop the Web 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:

**PURPOSE**

The Company hereby appoints and engages the Developer, and the Developer hereby accepts this appointment, to perform the services described hereto and made a part hereof, in connection with the design and development of the Application (collectively, the “Services”). The purpose of the Application System is to create a platform for the Company to fulfill online purchasing and selling services. The Application System will be comprised of two parts – i) web services and database and ii) business owner application.

**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”).

**ERMINATION**

Types of Termination. This Agreement may be terminated:

1. By either Party on provision of seven (7) days written notice to the other Party.
2. 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 three (3) days of receipt of written notice thereof. This shall include any delays to the timeline specified in Schedule A.
3. By the Company 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 Company, or is guilty of serious misconduct in connection with performance under this Agreement.

**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 Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. “Confidential Information” means any of the Company’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, software, developments, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Developer by the Company either directly or indirectly.

**PARTIES’ REPRESENTATIONS AND WARRANTIES**

(a) The Developer hereby represents and warrants as follows:

1. The Developer has the right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
2. The Developer has the right to perform the Services required by this Agreement at any place or location, and at such times as the Developer shall determine.

(c) The Company hereby represents and warrants as follows:

1. The Company will make timely payments of amounts earned by the Developer under this Agreement hereto.
2. The Company shall notify the Developer of any changes to its procedures affecting the Developer’s obligations under this Agreement at least three days prior to implementing such changes.

**TIMING AND DELAYS**

The Developer recognizes and agrees that failure to deliver the Application in accordance with the delivery schedule to this Agreement will result in expense and damage to the Company. The Developer shall inform the Company immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application System according to such schedule. If a delivery date is missed, the Company may, in its sole discretion, declare such delay a material breach and pursue all of its legal and equitable remedies. The Company may not declare a breach, and the Developer cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure of action of the Company. In such case, the Developer will provide the Company with written notice of the delay and work on the Application System will work until the reason for the delay has been resolved by the Company and written notice of that resolution has been provided to the Developer.

**NATURE OF RELATIONSHIP**

(a) **Independent Contractor Status.** The Developer agrees to perform the Services here under 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 Company. The Developer shall have no claim against the Company here under 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 Company by Developer.** The Company 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 Company 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 Company’s payroll and employed as an employee of the Company.

**NO CONFLICT OF INTEREST; OTHER ACTIVITIES**

The Developer hereby warrants to the Company 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.

**INDEMNIFICATION**

(a) **Of Company by Developer.** The Developer shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sub licensees, 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 Company.** The Company 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 Company’s operation of its business, (ii) the Company’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 Company’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.

**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.

**PURPOSE OF APPLICATION SYSTEM**

The purpose of the Application System is to create a platform for the Company to fulfill online purchasing and selling services.  The Application System will be comprised of two parts – i) web services and database and ii) business owner application. The Developer shall be provided the web service and database and the business owner application.

**SERVICES**

In exchange for the Design Fee, the Developer will produce an Application System, in accordance with the Schedule of features detailed below:

. Online purchasing and selling

. Online payment service

**CONTENT**

All content shall be provided to the Developer by the Company in the formats specified below:

1. All text shall be provided in ASCII, RTF, PageMaker, WordPerfect, Word, PDF, or HTML
2. All graphics shall be provided in TIFF, PNG, GIF, JPEG, or PMP formats

**Platform Requirements**

The Application provided by the Developer to the Company shall be compatible with the following web application: online web application based on Laravel framework.

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

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| **COMPANY** | Mr. Anowarul Abedin |
| **DEVELOPER** | Mr. Abrar Hasin Kamal  Group - 4 |