



This mobile app development agreement is being made between **Bella Olonje** (that's "You") located at **Ojodu Berger, Lagos State** and **Softcodes Technologies Limited** (that's "Us") located at **KM 5 Refinery Road, Adjacent Chicken Republic, Effurun, Delta State** on **June 24th, 2020**.

Bella Olonje and **Softcodes Technologies Limited** may also be referred to as "Party" or together as the "Parties".

1. Services

We will provide you with the following services ("Service") in a timely manner and professional manner.

Description of Services:

- Development of an Android, iOS & web app.
- Maintain and update developed apps regularly.
- Sending monthly transaction history via email.
- To safe guard documents and transaction histories.

If you decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would change by filling out a simple form called a "**Change Order**". The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. Speaking of costs...

2. Cost & Payment

They say nothing good in life is free, and there is no exception. For all Services listed in the Service section are charges are commission based.

Commission fee: **5%**

3. Copyright Notice

A Copyright notice that states "from SOFTKODES" will be displayed on the bottom of the mobile app.

4. Intellectual Property

You will have ownership of the masterpiece, also known as the mobile app, that We design for You and any visuals that We provide with it as long as our agreement holds.

We will own any copyright-able work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

5. Confidentiality

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

6. Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

7. Termination

We would really hate to see You go. If You decide We aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice. The mobile app will be withdrawn from your ownership.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

8. Limitation of Liability

We will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

9. Dispute Resolution

- a) **Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b) **Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c) **Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of [State], regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.

10. Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

11. Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

12. Acceptance of Agreement

Ink is the official handshake of business. If you agree to the terms of this Agreement, please sign below. This Agreement will become effective on July 15th, 2020.

Bella Olonje

Name: _____

Signature: _____

Date: _____

Softkodes Technologies Limited

Name: _____

Signature: _____

Date: _____