

# SOA - AGREEMENT

[1/10/2019]

BETWEEN

**Receiving Party: PillerSoft Technology**

And his National address is Pune, Maharashtra

The owner of the application and its accessories, who undertakes to pay the full cost.

**Disclosing Party: Purav Topiwala**

And his national address is India In Gujarat Surat.

The programmer for the application and its accessories

collectively referred to as the "Parties". RECITALS

- A. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [Development ], which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

## OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to

its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such

Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement

2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.
3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into

another document, it shall be destroyed or erased, as appropriate.

4. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

7. This Agreement shall be governed by the laws of the IT jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one India, the India in which its headquarters are located Pune) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.
8. After the Software, Website is made, we will give the entire code to the Receiving Party. We will give them the latest original code which we have used in the development.

**\* Commitment from both parties:**

The application, its idea and its full contents (the programming language, the database, the uploaded site, ...) are exclusive property of the Receiving party only and may not be modified, added, used, partially used, sold, marketed or using any information or added data without written by the Receiving party, and not to publish the idea of application in case of disagreement between the parties.

The Receiving party undertakes to pay all agreed amounts stipulated in the contract

**\* Amount of the agreement:**

It was agreed on the amount of total **30000/-** including all the requirements of the application.

9. According to this agreement, if you ever stop working with me in the future, you can not make any connection with the client for 5 years or any work can be done without my absent. If you do this and I Know that thing then it will be illegal and you will have to pay

the penalty amount of fine is INR 3,00,000 or the police case of fraud will be done.

10. Technologies: Front End – PHP 5.4.16+ , Framework - Code-Igniter, Back End – MySql 5.6.12+, Tools Used – Sublime Text 2, phpMyadmin, Design Framework – Bootstrap, JQuery, Ajax.

11. Support Duration will be 6 month.

**[Disclosing Party]**

By: PillerSoft Technology

Name: Ankit Kumawat

Title: CTO, PillerSoft Technology

Address: B-1, kumbhare garden park society  
Nearby Kothrud depot, Pune-Maharashtra

Date: 1-8-2019

**[Receiving Party]**

By: GOUP Technologies

Name: Sandip Shirawala, Purav Topiwala

Title: CEO, GOUP Technologies

Address: 14, Aagam Emerald, Near Nandanvan-1,  
Surat-Gujarat

Date: 1-10-2019