

## The Software Development Agreement between Two Parties.

**Date: 2 May, 2024**

### **First party (Provider)**

Md Mizanur Rahman  
Managing Director  
SEO Expate Bangladesh Limited  
Baridhara DOHS, Road 06, House 386, Level 2 (A2).  
Dhaka 1206, Bangladesh.

### **Second Party (Client)**

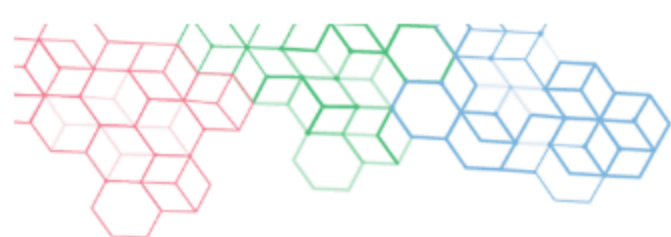
Ines Alexandra Patrocinio  
Email: [inesbernardes1995@gmail.com](mailto:inesbernardes1995@gmail.com)  
Portugal

The Parties agree to develop a Web Application and Mobile Application. The First party will develop the website (SEO Expate Bangladesh Limited).

The total **expenditure** on particular areas including Website Design and Development, Server Setup with other information are attached below:

Particulars	Amount	Cost type
Website Design and Mobile App Development	USD 10000	One time
4HR/7D Customer Support (\$2/Hour) 120 Hour Max, In a Month.	Not Applicable	Not Applicable
IN TOTAL	USD 10000	USD Ten Thousand



**Payment Related Information:**

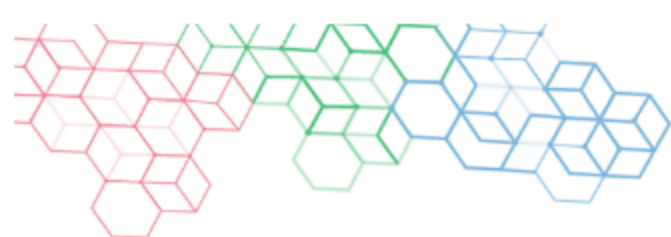
Initial Advance Payment will be (USD 5000) (USD Five Thousand Only) (SEO Expate Bangladesh Ltd. A/C No: 1251100053496 Dutch Bangla Bank Ltd.. (Bank Address: Madhu-Metro Tower (2nd and 3rd Floor), Holding No. 56/64, KNI Road, Shatmatha, Bogura Sadar, Bogura, Bangladesh), **Swift Code: DBBLBDDH** || **Routing Number: 090100378**) after Signing the Agreement. The second Payment will be given (USD 5000 only) after completing the Project. The Complete Clearance of the Payment will be made on the Final Realize of the project.

**Operating Technologies are mentioned below:**

1. Website Design & Development: Programming Language- PHP, Framework- -Laravel, Others- HTML, CSS, JavaScript
  2. Database: MySQL
  3. Android & IOS Mobile Apps: Programming Language- Dart, Framework- Flutter
- A detailed **time frame** is attached here:

Release Name	Working Day
Project Start Date	One Day After Signing the Agreement And Bank Clearance of First Initial Advance Payment.
Alpha Release	45 Working Days
Testing	20 Calendar Days (Depending on the Client's Response)
Beta Release	15 Calendar Day
Final Realize	10 Calendar Days After Beta Testing



**Ownership of Intellectual Property:**

The second Party (Client) shall own all intellectual property rights to the software developed under this Agreement. The Developer agrees to assign and transfer all rights, title, and interest in the software to the Second Party (Client) upon receipt of full payment.

**Licensing and Usage Rights:**

The Participating Parties grant each other a non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute the Software Solution for the duration of this Agreement.

**Protection of Intellectual Property:**

The Participating Parties shall take reasonable measures to protect the confidentiality and ownership of the intellectual property and shall notify each other of any suspected unauthorized use or infringement.

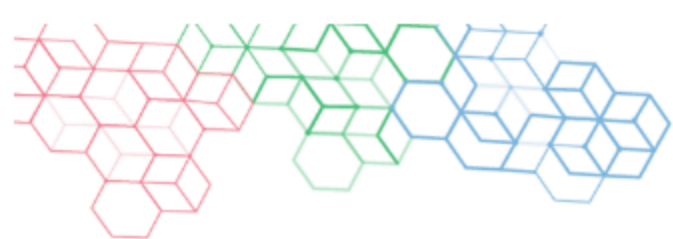
**Governing Law and Jurisdiction:**

This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Dhaka City.

**Confidential Information:**

Both Parties acknowledge that certain information shared during the collaboration may be proprietary or confidential. They shall maintain the confidentiality of such information and use it solely for the purposes of this Agreement.

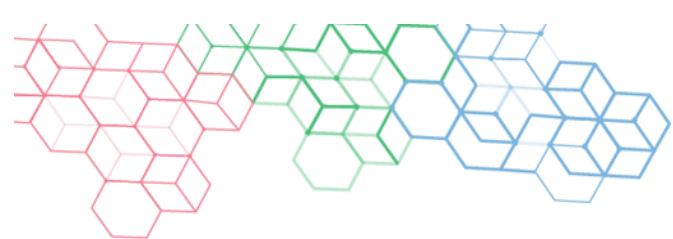




## Terms and Conditions:

1. After receipt of full payment SEO Expate Bangladesh Limited will give all the Source Code to the Second Party (Client).
2. After Alpha release the 2nd Party (client) must give **proper review** of the project to the First Party within **3 business days (MAX 15 Business days for exceptional cases)** for any kind of **modifications**. If the client fails to give review within 15 days the project will be considered as **Completed and the client must pay rest 50%**.
3. The 2nd party (client) can make **MAX 3 revisions** for any kind of modifications as mentioned in the SRS file. If he wants to add anything extra out of SRS file then he needs to give extra development charge for that.
4. By any chance SEO Expate Bangladesh Ltd. fails to deliver this project then SEO Expate Bangladesh Ltd. will refund the received (Paid by the Second Party) amount of money to the Second Party (Client) within 5 Business Days.
5. All Payment is given by Account Transfer (SEO Expate Bangladesh Ltd. AC: 1251100053496 Dutch Bangla Bank Ltd. (Bank Address: Madhu-Metro Tower (2nd and 3rd Floor), Holding No. 56/64, KNI Road, Shatmatha, Bogura Sadar, Bogura, Bangladesh), **Swift Code: DBBLBDDH || Routing Number: 090100378**)
6. **SEO EXPATE BANGLADESH LTD will provide free after-sales service (Bug fixing) for the next Twelve Months after completing the entire project.** After Twelve months second Party (Client) and SEO Expate Bangladesh Ltd. will cooperate for further contracts as per the conversation.





7. Total Software concept i.e. (concept, footer, copyright, Menu bar, etc.) will be provided Second Party (Client). SEO Expate Bangladesh Ltd. can never mention its company or logo, images, or title in the entire software.
8. Second Party (Client). Provide Domain, Cloud, Demo software copy, any third-party API, and support for developing the software.
9. Communication System: WhatsApp Group Text ⇒ WhatsApp Group Call ⇒ Direct Call.
10. All Operation leads from the Second Party (Client). & SEO Expate Bangladesh Ltd.

**Termination for Convenience:**

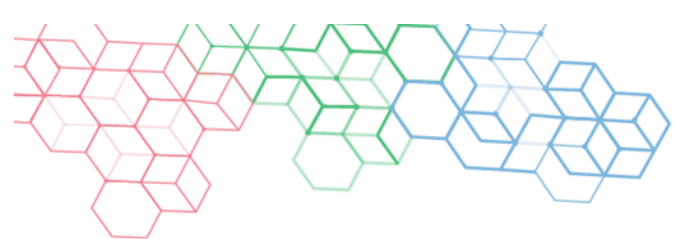
Either Party may terminate this Agreement for convenience by providing written notice within a certain timeframe to the other Party.

**Termination for Breach:**

Either Party may terminate this Agreement in the event of a material breach by the other Party. The terminating Party must provide written notice specifying the breach and allowing the breaching Party a reasonable opportunity to cure the breach.





**Entire Agreement and Amendments:**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether oral or written, relating to the subject matter herein.

Any amendments or modifications to this Agreement shall be made in writing and signed by authorized representatives of both Parties.



  
**Md. Mizanur Rahman**  
Managing Director  
SEO Expate Bangladesh Ltd.

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**Md Mizanur Rahman**  
Managing Director  
SEO Expate Bangladesh Ltd.

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**Second Party (Client)**

