

WEBSITE DEVELOPMENT AGREEMENT

Travel Free Travels Private Limited (TFT) whose registered office is located in Gairidhara, Kathmandu-2, hereinafter called the Company represented by the CEO Mr. Bikash Bastola who is the authorized signatory for the purpose of this agreement and Next Aussie Tech Pvt. Ltd. (NAT) whose registered office is located in Sankhamul Chowk, Baneshwor, Kathmandu hereinafter called the Developer represented by the CEO Mr. Nissan Pratap Jung Thapa and COO Mr. Abhishek Mishra who are the authorized signatories of the NAT for the purpose of this agreement.

WITNESSETH

WHEREAS, TFT desires to engage NAT to develop, create, test, and deliver a Website to be known as “Travel Free Travels Web Portal” as a work assignment.

WHEREAS, NAT is committed to completing the task successfully and in a timely manner; and

WHEREAS, TFT and NAT mutually desire to set forth the terms applicable to such an undertaking;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, TFT and NAT, intending to be legally bound, hereby agree as follows:

1. NAT Responsibilities

A. Scope of the Work

TFT hereby retains the services of NAT to design, develop and host a Website and Intranet (collectively the “Website”) for TFT in accordance with the proposal submitted by NAT to TFT dated 2 August 2021 (the “Proposal”), a copy of which is attached hereto as NAT Proposal and the terms of which are expressly incorporated herein by reference.

B. Changes

Changes to this Agreement or to any of the specifications of the Website or Intranet in any of the specifications thereof shall become effective only when a written change request is executed by the Executive Directors of TFT and NAT. NAT agrees to notify TFT promptly of any factor, occurrence, or event coming to its attention that may affect NAT’s ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the agreed

timeframe.

2. Website Design

A. Design

The design of TFT's Website shall be in conformity with the material provided to NAT by TFT. NAT shall develop TFT's Website to project the highest professional image. NAT shall not include any of the following in the Website or in TFT's directory on NAT's Web Server: text, graphics, sound, or animations that might be viewed as offensive or related in any way to sex or any illegal activities; links to other sites that might be viewed as offensive or related in any way to sex or any illegal activities; impressionistic or cartoon-like graphics (unless provided by TFT); invisible text, text that is present only when a "webcrawler" or other web indexing tool accesses the Website, or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

B. Materials Provided by TFT

All materials to be supplied by TFT may be provided on USB or via email or as agreed between the parties. Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's or Photoshop files.

C. Accessibility of Website during Construction

Throughout the construction of the prototype and the final Website, the Website shall be accessible to TFT. Until TFT has approved the final Website, none of the Web pages for TFT's Website will be accessible to end users unless the end users have entered the correct user id and password (as supplied by TFT).Project Planning Meetings

After both parties have signed this Agreement, the parties shall meet at TFT or a mutually convenient location and on a mutually convenient date and time to discuss project planning. The parties shall endeavour to hold this meeting within one week after both parties have signed this Agreement.

D. Handover of Deliverables

Upon TFT's approval of its final Website, or upon termination of this Agreement, whichever occurs earlier, NAT shall hand over to TFT all Codes, Documentation, reports and other materials developed by NAT in the course of carrying out this Agreement and any other items reasonably necessary for the operation of TFT's Website (other than third party operating system software,

third party networking software, Web Browsers and hardware) and all changes and enhancements thereto (the “Deliverables”). Documentation shall be handed over in printed format and in electronic format. Codes shall be handed over in electronic format. Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF’s GIFF’S, JPEG’s or Photoshop files. NAT shall maintain and keep its back-ups and one set of the final materials provided to TFT for a period of six months after TFT’s approval of its final Website. If this Agreement is terminated prior to final approval, or at the expiration of the seven-month contract period, NAT will destroy all of its copies of TFT’s Website (including all back-ups thereof) and “wipe” all files constituting final or working copies of TFT’s Website (other than the final copy hosted on NAT’s Web Server and one backup copy thereof) from NAT’s computers and back-up materials unless otherwise directed in writing by TFT.

E. Advertising Transaction Fees

NAT agrees to assist TFT in the sale of any advertising and/or database searches or other programs to generate revenue from the use of the Website by third parties. In this regard, NAT will provide assistance in developing such programs for TFT. In such an event, the parties agree to enter into good faith negotiations to reasonably compensate NAT for such services.

3. Website Hosting

A. Server Hosting

NAT agrees, at TFT’s discretion, to maintain TFT’s Website on NAT’s Web Server on a month to month basis, and to make maintenance modifications to TFT’s Website from time to time in accordance with TFT’s directions. Such modifications shall be implemented within five (5) business days of NAT’s receipt of TFT’s changes if the changes are easily implemented, and within ten (10) business days of NAT’s receipt of TFT’s changes if the changes are not easily implemented. As part of this service, NAT agrees to make TFT’s Website available to Internet users 24 hours per day, to back-up TFT’s Website at least once every two weeks, and to store the said back-up materials in a safe and secure environment, fit for the back-up media, and not located at the same location as NAT’s Web Server. Also as part of this service, NAT agrees to employ its best efforts to ensure reasonable response times for users accessing TFT’s Website.

B. Back-Up Copies

Upon notice from TFT not more often than once each month, and also in the event of TFT’s termination of its use of NAT’s Web Server as the host for TFT’s Website, NAT agrees to transfer a complete copy of TFT’s then current Website, including all Codes therefore, to TFT, the said transfer to occur by

either copying them to USB or other agreed transfer medium. Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's or Photoshop files. The transfer method will be selected by TFT at its discretion no later than 24 hours before the time the transfer is to take place. In the event that such transfer results from TFT's termination of its use of NAT's Web Server as the host for TFT's Website, NAT shall maintain one complete electronic version of TFT's Website, including all Codes therefore (and shall "wipe" all other versions thereof off its computers and media, including back-up copies), until TFT informs NAT in writing that the transferred files appear to be complete, at which time NAT shall "wipe" its final copy of TFT's Website off its computers and media.

C. Transaction Logging

During the time that TFT's Website is located on NAT's Web Server, NAT will make available on a monthly basis and free of charge an analysis of TFT Website traffic, including source IP address, most commonly viewed pages and any other such data reasonably requested by TFT. NAT shall set aside a portion of its server, such portion only accessible by designated TFT staff or members, in which such analysis resides. The analysis may be viewed or printed out by TFT at its discretion.

4. Compensation

A. Price for Website Creation

The total price for all of the work set forth in the Agreement (excluding the Server Hosting and excluding post-approval modifications not initiated by TFT) shall be Nepalese Rupees Nine Lakh only (NPR 900,000) (the "Development Fee") plus one lakh rupees (NPR 100,000) upon timely and satisfactory completion and handover. This price covers all work of whatever nature on TFT's Website outlined in this Agreement (excluding Server Hosting and post-approval modifications not implemented by TFT). When both parties have signed this AGREEMENT, TFT will make payments in accordance with the NAT proposal (attached).

B. Price for Website Hosting

The price for the Server Hosting shall be NPR TWENTY THOUSAND (Nrs.20,000.) per year (the "Hosting Fee") after the initial first year (free of charge). Charges for post-approval modifications to TFT's Website or changes or additions to the material on the Website (including the database) shall be free if submitted to NAT by TFT as "ready to implement" HTML pages. The cost of Server Hosting shall not increase for a period of three year from the date of TFT's acceptance of its final Website. The Hosting Fee shall commence on the date the final Website is fully operational and accepted by TFT and future

Hosting Fees shall be due and payable on the subsequent monthly anniversary dates of the initial operational date.

C. Invoicing

Thereafter, NAT shall invoice TFT on a monthly basis for the amount of work done during the applicable month invoiced. All payments are due fifteen (15) days after receipt of a properly payable invoice. If there is a dispute with regard to whether work was actually completed or whether an invoice is properly payable, the amount of the invoice in dispute shall not be due until the dispute is resolved.

D. Expenses

The prices set forth above are inclusive of expenses. Except as expressly agreed otherwise in writing by TFT, NAT shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like. TFT shall have no obligation to provide office space, work facilities, equipment, clerical services, programming services, or any other service or facility.

E. Meeting timeframe stipulation

In spite of best efforts to complete the Portal within the stipulated timeframe, if or not handed over on time, NAT agrees to refund all monies paid by TFT for development of the project, by post-dated cheque of not more than six months. If the agreement is broken by TFT, any monies paid to NAT are non-refundable.

5. Confidentiality

A. Confidentiality

NAT shall treat this project as confidential. After TFT has approved its final Website, however, NAT may list TFT as a client of NAT and may include a link to TFT's Website on NAT's Website. NAT may not issue any press release that refers to NAT's work for TFT unless TFT has previously approved the press release in writing. Such approval may be withheld for any reason or for no reason at all.

B. No NAT Confidential Information

It is understood and agreed that TFT does not wish to receive from NAT any confidential information concerning NAT or of any third party. NAT represents and guarantees that any information provided to TFT in the course of entering

into this Agreement or performing any work hereunder shall not be confidential or proprietary to NAT.

C. Confidential Information of TFT

From time to time TFT may provide its own confidential business and technical information to NAT in connection with the work to be performed by NAT. Such information shall be designated as confidential upon or prior to disclosure by TFT. In addition, the preparation and specifications of the Deliverables shall in all instances be treated as confidential, unless and until disclosed publicly by TFT. NAT shall employ its best efforts to prohibit any use or disclosure of TFT's confidential information, except as necessary to perform the Website development task at hand.

6. Ownership and Rights

A. Ownership of Work Products by TFT

Except as set forth below, all elements of all Deliverables shall be exclusively owned by TFT. Except as set forth below, TFT shall exclusively own all international copyrights and all other intellectual property rights on the Deliverables.

B. Vesting of Rights

With the sole exception of any Pre-existing Work identified in Section 6(C) hereof, NAT agrees to assign, and upon creation of each element of each Deliverable automatically assigns, to TFT, its successors and assigns, ownership of all copyrights and all other intellectual property rights on each element of each Deliverable. This assignment is undertaken in part as a contingency against the possibility that any such element, by operation of law, may not be considered a project to be hired out by NAT to TFT. From time to time at TFT's request, NAT and/or its personnel shall undertake the work requested. TFT, its successors and assigns, shall have the right to obtain and hold in its (TFT's) own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.

C. Pre-existing Work

In the event that any portion of any Deliverable (including the entirety thereof) constitutes pre-existing work for which NAT cannot grant to TFT the rights set forth in paragraphs 6(A) and 6(B) above, NAT shall specify as follows: (1) the nature of such pre-existing work; (2) its owner; (3) any restrictions or royalty terms applicable to NAT's or TFT's use of such pre-existing work or TFT's exploitation of the Deliverable as a Derivative Work thereof; and (4) the source

of NAT's authority to employ the pre-existing work in the preparation of the Deliverable. The work set forth above will be referred to as "Pre-existing Work". The only pre-existing work that may be used in the construction of any Deliverable is the pre-existing Work specified above and any pre-existing Work that may be approved in writing by TFT prior to its use.

D. Indemnification / No Infringement

In performing services under this Agreement, NAT agrees not to design, develop, or provide TFT with any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If NAT becomes aware of any such possible infringement in the course of performing any required task, NAT shall immediately so notify TFT in writing. NAT agrees to indemnify, defend, and hold TFT, its officers, directors, members, employees, representatives, agents, and the like not responsible for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables. This indemnification shall include attorneys' fees and expenses, unless NAT defends against the allegations using counsel reasonably acceptable to TFT. NAT's total liability under this Agreement shall not exceed twice the amount of revenue derived by NAT under this Agreement.

7. Agreements with Employees

No individuals or entities other than NAT and NAT's employees and independent contractors shall undertake any work in connection with this Agreement.

NAT shall obtain and maintain written agreements with each of its employees who participate in any of NAT's work herein described. Such agreements shall contain terms sufficient for NAT to comply with all provisions of the Agreement and to support all granting and assignment of rights and ownership hereunder. Such agreements shall also impose an obligation of confidentiality on such employees with respect to TFT's confidential information. It shall be sufficient compliance with this provision of the Agreement if each such employee reads this Agreement and indicates their consent to abide by its terms by signing and dating this AGREEMENT or by initialing and dating this paragraph of this AGREEMENT. Nothing contained herein shall limit NAT's ability or right to engage independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

8. Representations and Warranties

NAT makes the following representations and warranties for the benefit of TFT:

A. No Conflict

NAT represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by NAT under this Agreement. TFT understands that NAT is currently working on one or more IT projects for other clients. Provided that those projects do not interfere or conflict with NAT's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

B. Ownership Rights

NAT represents and guarantees that (1) it is and will be the sole author of all work employed by NAT in preparing any and all Deliverables other than pre-existing work; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables pursuant to this Agreement; (3) all Deliverables other than pre-existing works have not been and will not be published under circumstances that would cause a loss of copyright thereto; and (4) all Deliverables, including all pre-existing work do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against NAT (or, insofar as NAT is aware, against any entity from which NAT has obtained such rights).

C. Conformity, Performance, and Compliance

NAT represents and warrants that (1) all Deliverables shall be prepared with qualified workmanship and with professional diligence and skill; (2) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (3) NAT will perform all work called for by this Agreement in compliance with applicable laws. NAT will repair any Deliverable that does not meet this warranty within a reasonable period of time if the defect affects the usability of TFT's Website, and otherwise will repair the defect within 24 hours, the said repairs to be free of charge to TFT. This warranty shall cover the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of NAT.

9. Term and Termination

A. Term of Agreement

This Agreement shall be effective as of the Effective Date and shall remain in force for a period of 99 years, unless otherwise terminated as provided herein.

B. Termination of Work

TFT may, at its sole discretion, terminate any or all work outstanding, or any portion thereof, immediately, upon written notice. Upon receipt of notice of such termination, NAT shall inform TFT of the extent to which performance has been completed up until such date, and collect and deliver to TFT whatever work products and Deliverables then exist in a manner prescribed by TFT. NAT shall be paid for all work performed up until the date of receipt of notice of termination as specified herein. NAT may not terminate any assigned work under this Agreement without the prior written consent of TFT.

C. Survival

In the event of any termination of this Agreement, all obligations and responsibilities of NAT shall survive and continue in effect and shall be to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

D. Termination for Cause

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to make amends.

10. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event. **In the case of a Covid lockdown, NAT shall continue the development of the project by organizing the work on a work-from-home basis.**

11. No Agency

A. Independent Contractor

NAT, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. NAT shall be solely responsible for and shall hold TFT not liable for any and all claims for taxes, fees, or costs, including but not limited to withholding income tax, and workmen's compensation.

B. **No Agency**

TFT does not undertake by this Agreement or otherwise to perform any obligation of NAT, whether by regulation or contract. In no way is NAT to be construed as the agent or to be acting as the agent of TFT in any respect, any other provisions of this Agreement notwithstanding.

12. Time is of the Essence

Time is of the essence to the performance of the parties' obligations under this Agreement.

13. Multiple Counterparts

This Agreement may be executed in several segments, all of which taken together shall constitute one single agreement between the parties.

14. Agreement Binding on Successors

This Agreement shall be binding upon and shall be the benefit of the parties hereto, their heirs, administrators, successors and assigns.

15. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

16. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such an invalid provision shall be deemed to be severed from the Agreement.

17. Assignability

The Agreement is personal to NAT and may not be assigned by any act of NAT or by operation of law unless in connection with a transfer of substantially all the assets of NAT or with the consent of TFT, which consent shall not be unreasonably withheld.

18. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties

hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal on the day indicated.

SIGNATURES & SEALS

	NEXT AUSSIE TECH PVT. LTD.	SIGN
PROJECT MANAGER		
DEVELOPER		
DEVELOPER		
COO	ABHISHEK MISHRA	
OTHERS		

NISSAN THAPA

CEO

NEXT AUSSIE TECH PVT. LTD.

BIKASH BASTOLA

CEO

TRAVEL FREE TRAVELS PVT. LTD.