**Web Development Agreement**

This Web Development Agreement (this “Agreement”) is made effective as of **00-04-2022** by and between the “Client”,

Company Name: **Parhaaku**,

COO: **Muhammad Osama Mughal**, s/o **Arif Mehmood Mughal**, CNIC # **37405-000000-0**, and the “Developer”,

Name: **Safi Ullah Muaz,** s/o **Tanzeem Yunus**, CNIC # **34201-7748566-5**,

WHEREAS, the Developer possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS the Client desires to engage the Developer, and Developer accepts the engagement, to design a World Wide Web site (the “Parhaaku.com”) in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Developer and the Client agree as follows:

**RETENTION OF DEVELOPER**

The Clients hereby retain the services of the Developer for the Web Design Project to be published on the Developer’s account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service) or provided on disk at the Client’s option.

**DESCRIPTION OF SERVICES**

Beginning on 13-04-2022, the Developer will provide the following services connected with the development of the Website (collectively, the “Services”):

Front-end Development of the Website (User Panel)

Back-end Development of the Website (Admin Panel)

**PAYMENT FOR SERVICES**

In consideration of the services to be performed by the Developer, the Client agrees to compensate the Developer for the services rendered as follows:

PKR 40,000/- (Forty Thousand Pakistani Rupees/-)

The Developer’s fees for the services specified in the Description of Services, above, will be charged according to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Milestones** | **Amount** | **Details (If any)** |
| Milestone 1: Start of Project | PKR 5000/- | Paid |
| Milestone 2: Completion of Front-end Design | PKR 10000/- |  |
| Milestone 3: Backend Development Phase 1 | PKR 5000/- |  |
| Milestone 4: Complete development of Admin Panel | PKR 10000/- |  |
| Milestone 5: Project Completion | PKR 10000/- |  |

The Client will be required to pay the Developer within **02 days** of receiving the bill from developer.

If the Developer is unable to deliver satisfactory work at any milestone, Client holds the right to cancel the contract and is not bound to pay the remaining amount of the task unachieved.

**WEB HOSTING**

The developer understands that the domain and web hosting rights belong to the client and will transfer all the authorities to the client upon successful completion of website development.

**TERM/TERMINATION**

This Agreement shall terminate automatically on the completion of the project.

**RELATIONSHIP OF PARTIES**

It is understood by the parties that the Developer is an independent contractor and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Developer.

**WORK PRODUCT OWNERSHIP**

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part by the Developer in connection with the Services shall be the exclusive property of the Client. Upon request, the Developer shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

**CONFIDENTIALITY**

The Developer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Developer, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client. The Developer will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Developer will return to the Client all records, notes, documentation, and other items that were used or created during the term of this Agreement.

**EMPLOYEES**

The Developer’s employees, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Client, the Developer shall provide adequate evidence that such persons are the Developer’s employees.

**ASSIGNMENT**

Either party’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other party.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT**

No amendment, waiver, or discharge of any provision of this Agreement shall be effective against the Client or the Developer without the written consent of both the Client and the Developer.

**NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

**APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Pakistan.

**SIGNATURES**

This Agreement shall be signed by the Client and by the Developer. This Agreement is effective as of the date first above written.a

**CLIENT:**

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Signature

Muhammad Osama Mughal (COO Parhaaku)

**WEB DEVELOPER:**

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Signature

Safi Ullah Muaz (Web Developer)