SOFTWARE DEVELOPMENT OUTSOURCING CONTRACT

BY AND BETWEEN

SANTI CACCIOLA AND

REAGAN BURPEE

Dated **[October 31, 2022]**

SOFTWARE DEVELOPMENT OUTSOURCING CONTRACT

This Software Development Outsourcing Contract referred to hereinafter as the "Contract," dated **[October 12, 2022]**, is by and between:

[Santi Cacciola] existing under the laws of **[England]**, engaged in the business of **[Web Designing, Software Development, and IT Services]**, addressed to **[santi.cacciola.s@gmail.com]**, hereinafter referred to as the "Developer."

AND

[Reagan Burpee] existing under the laws of **[Victoria, Australia]**, engaged in the business of **[Retailing and Wholesaling]**, addressed to **[reagan@tcgstock.me]**, hereinafter referred to as the "Client."

As parties to this Contract, the companies mentioned earlier shall collectively be referred to as the "Parties" and individually as the "Party."

In consideration of the mutual promises and covenants in this Contract, of which the receipt and sufficiency are hereby acknowledged, the Parties agree to the terms below:

SCOPE OF SERVICES

Whereas the Developer agrees to perform and complete the following services ("Services") in a timely, efficient, and professional manner:

- The Developer shall provide the Client with outsourced software development services and carry out all the tasks of the Client's software development project.
- The Developer shall also be responsible for technical consultation, marketing, customer service, quality assurance, and business intelligence.
- The Developer will be responsible for the beta-testing of the software.
- The Developer will be responsible for troubleshooting the software.
- These Services will be included but are not limited to updating the software.
- These Services will be rendered until the end date of this contract.

OWNERSHIP

The Developer hereby agrees that, in the Services' performance and as an end result, the development of the software is considered a "work made for hire." As such, the Developer shall assign to the Client all of its rights, interest, and title on the software, including all related intellectual property rights. All other documentation, archives, records, notes, and additional proprietary information disclosed by one party to another is confidential and will remain the property of the Client. Furthermore, no confidential information will be utilised for any reason other than service completion.

RESPONSIBILITIES

Santi Cacciola

The Developer will be responsible for the following:

At the Effective Date of this Contract, the Developer will provide the mentioned services to the Client until the agreed End Date.

The Developer is duly existing under the laws of **[England]**.

The Developer and/or its representative/s are appropriately authorised to execute, deliver, and perform the terms and conditions under the terms and circumstances of its articles of incorporation, corporate bylaws, and board resolution. The Developer has full capacity and authority to carry out the duties under this Contract, including the authority to execute and conclude the essential transactions. The Developer's execution of its responsibilities under this Contract is not subject to any limitations or circumstances that might interfere with the performance of those obligations.

Upon receipt of material from the Client, the Developer will provide the Client with functional sample layouts of the software for the Client's review and approval.

Reagan Burpee

The Client will be responsible for the following:

The Client is duly existing under the laws of **[Victoria, Australia]**.

The Client and/or its representative/s are appropriately authorised to execute, deliver, and perform the terms and conditions under the terms and circumstances of its articles of incorporation, corporate bylaws, and board resolution. The Client has complete capacity and authority to carry out the duties under this Contract, including the authority to execute and conclude the relevant transactions. The Client's execution of its responsibilities under this Contract is not subject to any limitations or circumstances that might interfere with the performance of those obligations.

The Client will provide the Developer with material support in the form of texts, graphics, audio, and videos for the software's content during the performance of its Services under this Contract. In return, the Developer will provide the Client with functional sample layouts of the software for the Client's review and approval.

TERM, TERMINATION, AND DEFAULT

This Contract will legally bind the Developer and Client starting on the effective date. It shall continue to be legally binding between the Parties until **[January 11, 2023]** ("Term"), unless earlier terminated by either Party. At the instance of any of the Parties, this Contract may be rescinded, canceled, annulled, removed, or otherwise rendered without any force and effect. Upon notice to the other party of such grounds constituting a failure to comply with their respective obligations; or breach of any of the representations and warranties of the Parties made under this Contract, the Contract may be terminated within **[three (3)]** business days from receipt of the notice, unless the Contract otherwise provides. In this respect, the failure of the client to pay the total purchase price shall constitute a failure to comply with its obligation to avail of the said services. Insolvency of any party; failure to execute the responsibilities under this Contract; failure to furnish payment when due; and either party's property seizure, levy, or general assignment for the benefit of creditors constitutes a breach of this Contract. Such termination shall not be effective unless the terminating party has formally provided the other party notice within **[seven (7)]** days prior to the termination date.

SERVICE FEE

As a valuable consideration of the Services that the Developer will render, the Client agrees to pay a service fee of **[ten british pounds (£10.00) per hour]**, and the equivalent to all the reasonable and necessary costs incurred by the Developer in the performance of its duties under this Contract. The total service provided constitutes **[ten (10) days of development effort]** at the standard **[eight (8) hours per day]**, which renders to **[eight hundred british pounds (£800.00)]**, and shall only be increased if formally agreed upon by both parties where a contract revision shall occur.

PAYMENT

The Client shall pay the Developer **[fifty (50)]** percent of the quoted service fee equivalent to **[four hundred british pounds (£400.00)]** within **[five(5)]** business days of the contract taking effect. Upon completion of **[forty (40)]** hours of service the Developer shall thereafter submit to the Client a weekly invoice representing the Service Fee due and payable to it for the applicable period. Upon receiving the invoice, the Client shall pay the total amount due within **[five (5)]** business days. If the Client fails to pay on the agreed dates, the Developer shall collect a late payment rate of **[ten (10)]** percent of the total amount due per day. The Parties agree that the fees specified in the preceding sections will be paid via direct bank deposit addressed to the Developer's bank of choice.

CONFIDENTIALITY

During the Contract's term the Developer shall not disclose any of the Client's confidential information. For this purpose, the Developer shall employ reasonable care or such degree of diligence required to prevent any prejudicial disclosure of any proprietary or confidential information about the Client.

AMENDMENTS

All or any revisions to this Contract must be made in writing and included in an amended or supplementary agreement, overriding or repealing any terms inconsistent with the amendments or additions made.

INTELLECTUAL PROPERTY RIGHTS

The Developer hereby assigns all rights, title, and ownership of the work product or software to the Client. The Client shall have all rights, title, and ownership over the software and its parts. Conversely, the Client shall grant to the Developer at no cost an irrevocable, royalty-free perpetual license to use and to sub- license the use of any material created by the Client for such purposes as the Client shall deem appropriate.

REPRESENTATIONS AND WARRANTIES

The Developer represents and warrants that during the entire term of this Contract, it shall have sufficient staff, resources, knowledge, equipment, and facilities required to perform its duties and obligations to the Client. If any delay appear due to unexpected circumstances and if the affecting events reasonably hinders the developer's day-to-day operation includes but not limited to sickness, faulty equipment, unexpected grievances, technical issues such as the API provider, electrical shortages due to the war in ukraine, cost of services and the current geopolitical situation in europe, there will be a consultation for that specific event and determined if the contract can be carried forward in the specified timeframe.

NOTICES

All notifications and other communications required by this Contract must be in writing. They are regarded effective when received and made by email and responded to by the Client, and addressed to the Party to be notified at the addresses mentioned above.

INDEPENDENT CONTRACTOR

The Parties agree that the Service Developer will be treated as an Independent Contractor and that no employer-employee relationship will exist between the parties and that the Developer has no authority to act for or represent the Client except as expressly provided or authorised in this Contract. Nothing in this Contract shall be considered to constitute the Parties partners or joint venturers or to impose any duty or responsibility on either of them.

ENTIRE CONTRACT

Each Party recognises and accepts that it fully comprehends the provisions mentioned in this agreement as well as their implications. The Parties recognise and comprehend the intent of this Contract and agree to comply with its terms and conditions until its conclusion.

GOVERNING LAW AND JURISDICTION

This Contract shall be interpreted in accordance with the laws of the State of **[Victoria, Australia]**. The parties shall resolve the obligations, rights, and remedies of the parties mentioned under such laws.

LEGAL ACTION

Either Party reserves the right to take any legal action, to which it may be entitled, in the event of any breach of the provisions of this Contract in whole or in part, whether directly or indirectly committed.

SIGNATURES

IN WITNESS WHEREOF, each of the Parties have executed this Software Development Outsourcing Contract, both Parties by its representative, as of the day and year set forth below.

Santi Cacciola

Signature: *Santi Cacciola*
Santi Cacciola

Date Signed: Oct 31, 2022

Reagan Burpee

Signature:

Date Signed: 31/10/2022