Website Portal Development
Non-Disclosure Agreement

Document subtitle

Affiliate E-Commerce Platform:
Mera Best Deal Portal with Admin Panel

This Website Portal Development Agreement (the **"Agreement"** or **"Website Portal Development Agreement"**) states the terms and conditions that govern the contractual agreement between [**Apitsoft**] represented by [**Mr. Ador Biswas**] having his principal place of business at [**Beside Suzuki Corner Showroom, M.A Bari Road, Sonadanga, Khulna, Bangladesh**] bearing [**PAN No. ECMPB9417G**], (the **"Developer"**), and [**SS technologica**] represented by [**Mr. digvijay bind**] having its principal place of business at [**Nikin Apartment-1, Shop No.7, Lodha Road, Nalasopara East, Nala Sopara, Mumbai, Maharashtra 401209]**] bearing [**PAN No. ANLPP7374E**] (the **"Client"**) who agrees to be bound by this Agreement.

WHEREAS, the Client has conceptualized [Affiliate Marketing E-Commerce Portal with] (the name **"merabestdeal.com"**), which is described in further detail on Exhibit A, and the Developer is a contractor with whom the Client has come to an agreement to develop the Portal.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties to this Portal Development Agreement, the Developer and the Client (individually, each a **"Party"** and collectively, the **"Parties"**) covenant and agree as follows:

1. Developer's duties

The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Portal in accordance with the specifications attached hereto as Exhibit A (the **"Specifications"**).

1. The Developer shall complete the development of the Portal according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the Client by [**17th July 2021**] (the **"Delivery Date"**).

2. For a period of [**12 Months**] after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation of the Portal up to [**720**] of hours free of charge considering {**8 hrs.**} per day and billed to the Client at a rate of [**Rs.20**] per hour for any assistance thereafter. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the Portal within [**24 hrs.**] of the request.

3. Except as expressly provided in this Portal Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer and if such request arise from client's end will be charged extra depending upon work and timeframe needed to build the same.

4. The Client may terminate this Website Portal Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within [**30 days**] of notification of such a breach.

5. The Developer shall provide to the Client after the Delivery Date, a cumulative [**48 Hrs.**] of training with respect to the operation of the Portal if requested by the Client.

2. Delivery

The Portal shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Portal as delivered does not conform with the Specifications, the Client shall within [10 days] of the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

2. The Client shall provide to the Developer written notice of its finding that the Portal conforms to the Specifications within [10] days of the Delivery Date (the **"Acceptance Date"**) unless it finds that the Portal does not conform to the Specifications as described in Section2(A) herein.

3. Compensation

Compensation. In consideration for the Service, the Client shall pay the Company [**Rs.33000**] in [**05**] Equal Installment of [**Rs.8000**] after each milestone. Final milestone will be considered as testing & bug fixing. Fees billed under the milestones shall be due and payable upon the Mediator providing the Client with an invoice. Invoices will be provided for work completed by the developer once every [milestone].

Cost towards Third-party APIs like Payment Gateway, SMS Gateway, etc. if needed in Portal to be borne by Client and provided in advance to Developer for Integration.

4. Intellectual property rights in the Portal

The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Portal including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Portal's intellectual property at any time prior to or after the completion and delivery of the Portal to the Client.

Developer also agrees to share all the ids, passwords, source codes and platform admin rights within [**48 hrs.**] of completing the project and assist client in integration whenever required.

5. Change in specifications

The Client may request that reasonable changes be made to the Specifications and tasks associated with the implementation of the Specifications. If the Client requests such a change, the Developer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Portal. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the Portal or would result in additional expense to the Client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Portal with the proposed change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or additional expense shall be made solely by the Developer.

Once all the details been handed over to client, developer will not be responsible for any malfunction arise due to client's interference in portal source codes or change in passwords unless been informed beforehand to developer.

6. Confidentiality

The Developer shall not disclose to any third party the business of the Client, details regarding the Portal, including, without limitation any information regarding the Portal's code, the Specifications, or the Client's business (the **"Confidential Information"**), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client or the Mediator, or (iii) use Confidential Information other than solely for the benefit of the Client.

7. Developer warranties

The Developer represents and warrants to the Client the following:

1. Development and delivery of the Portal under this Agreement are not in violation of any other agreement that the Developer has with another party.

2. The Portal will not violate the intellectual property rights of any other party.

3. For a period of [12 Months] after the Delivery Date, the Portal shall operate according to the Specifications. If the Portal malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Portal operates according to the Specifications.

8. Indemnification

The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the Portal including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

9. No modification unless in writing

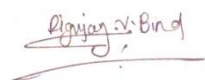No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

8. Applicable law

This Website Portal Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the country [india] and subject to the exclusive jurisdiction of the federal and state courts located in [INDIA].

IN WITNESS WHEREOF, each of the Parties has executed this Portal Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[SS Technologica]   [Apitsoft]

[Digvijay Vinod Kumar Bind]   [Ador Biswas]
        [client]   [develo

per]

Exhibit A

Portal specifications
[Affiliate E-Commerce Portal with
Admin Panel]

SS Technologica will be developing a platform for the buyers where they can visit and buy products, compare it with similar products and price in different portal. It will also have a Admin Panel to add/edit/delete products from time to time.

Proposed Requirements:

Affiliate		Manage Website	
a)	Category	a)	Blog
·	Manage category	·	Manage Blog
·	Add category	·	Add Blog
·	Add priority	b)	News
b)	Subcategory	·	Manage News
·	Manager Sub Category	·	Add News
·	Add Sub Category	c)	Flash News
c)	Sub-in Category	d)	About us
·	Manage Sub Category	e)	Banner
·	Add Sub Category	f)	Small Banners
d)	Affiliate Product	g)	Testimonial
·	Manage	·	Manage Testimonial
·	Product Add	·	Add Testimonial
·	Product	h)	Brand
e)	Affiliate Brand	·	Manage Brand
·	Manage Affiliate Brands	·	Add Brand
·	Add Affiliate Brands	·	Compare Brand / Products
f)	Merchants	i)	Footer Links
·	Manage Merchants	·	Manage Privacy Policy
·	Add Merchants	·	Manage Terms and Condition
g)	My Commission	·	Manage Buyer policy
·	Add Commission	·	Manage Cash Back Policy
·	Commission Report	·	Manage shipping Policy
Onesite SEO		·	Manage Payment Terms
a)	Home Page	j)	Manage Contact page
b)	About Us Page	k)	Manage Menu
c)	Contact Page	l)	Theme Color
d)	Blog Page	m) Logo Manager	
e)	News Page	n)	Social Media Link
f)	Testimonial Page	o)	Add Favicon
g)	Offers Page	p)	FAQ
h)	FAQ Page	q)	Edit Head Tags

SEO Master	
a) One Page SEO	Off Page SEO
· Meta Title Tag	· Directory submissions
· Meta Description Tag	· Classified submissions
· Meta Keywords Tag	· Blog's writings
· Header Tag	· Forum writings
· Site Map	· Article submissions
· Robot.txt File	· Yahoo answers submissions
· Text Navigation	· Quota submissions
· Side note Description tag	· Press releases
· Header Section Order	· White paper submissions
· Keyword Strategy	· Info graphics
· Web Analytics	· Web 2.0 submissions
· Linking Strategy	· Bookmark submissions
· Static Pages	· Images uploads (client specific)
· Static Index Pages	· Videos uploads (client specific)
· Setup web master tool	· Search engine submissions
· Check Crawl errors	· Profile link creation
· Improve site speed performance	· Local listings
· Use text over images	· Yellow pages
· Privacy statement	· Pinging
	· Link exchange
Opt-in List	· Cross linking or Internal Linking
a) Opt-in List / Subscribers	· Photo sharing
b) Adv. Banner Leads	· Business reviews
	· Guest postings
Negative Link Checking	· Video promotions
a) Negative SEO awareness or disavow tool usage	· Comment posting
b) Google dance selling awareness	· Profile linking
c) Link selling awareness	· Meme's maker
d) Google sandbox awareness	· RSS feed submissions
e) Poison anchor text tool	· Pdf submissions
f) Link profile management	· Ppt submissions
g) Back link age checking	· Photo staring
h) Competitor linking	· Business listings
i) Penguin penalty check	· Question & answer submission
j) Diversity of link types checking	· Community sites
	· Micro blogging sites
Online Tools	· Audio submissions
	· Podcast submissions
a. SEO Tools	· Deep linking
Google Page Speed	· Slide share
Google Keyword Planner	· Regional directory submissions
Keyword Tool	· Using email signatures
W3c Validator	· Http's
MOZ Tool	· Mobile marketing
Google Trends	· Guest blogging
Similar Web	· Site directory submission
SEO Site Checkup	· Branding or authority building
Broken Link Check	· Demos listing
	· Schema & micro formatting
	· Links from 301

Social Media Tools	Email Marketing Tools	
shorten URL	a.	Send Pulse
Twitter Newspaper Tool	b.	Create Emails
Analyze Followers	c.	Design Email Campaign
Dasheroo - Facebook Tool	d.	Newsletter Service
Hashtag Discovery Tool	e.	Grammar Checker
Wildfire App	f.	Email Delivery Checker
Social Pilot	g.	Bulk Email Verification
Does Follow	h.	Email Signature Maker
	i.	Email ID Extractor
Activity Log	j.	Create Web Based Emails
My Expenditure	**Setting**	
a. Add New Expenditure	My Account	
b. Travel and Training cost	Change Password	
c. Advertisement's cost	Add Admin Staff	
d. AdWords and social media ads cost	Manage Admin Staff	
e. Sponsorship cost	Manage Staff Privilege	
	Logout	
Adv. Banners		
Add Monetization		

Exhibit B
Milestone schedule

Project Duration: 50days (10 days buffer)

Project Budget: INR 40K

SL. No.	Milestone	Duration	Cost
1	Frontend Design – 1 (Website Design)	10 Days	6600
2	Frontend Design - 2 + (Admin Panel Design)	10 Days	6600
3	Development - 1	10 Days	6600
4	Development - 2	10 Days	6600
5	Development - 3 & API Integration	10 Days	6600
	TOTAL	50 Days	33000

Note: - 3-month maintenance will be provided after deployment.