# Software Development Agreement

**Top Earners Fx**
**Mobile and Web Application**

This Software Development Agreement (the **"Agreement"** or **"Software Development Agreement"**) states the terms and conditions that govern the contractual agreement between **Top Earners FX** having his principal place of business in Sub-Africa Demography, Nigeria, (the **"Developer – [Your Name]"**), and Top earners fx who agrees to be bound by this Agreement.

**WHEREAS**, the Client has conceptualized Top earners fx web app and mobile app (the **"web app and mobile app"**), 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 web app and mobile app.

**NOW, THEREFORE**, In consideration of the mutual covenants and promises made by the parties to this Software 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 web app and mobile app in accordance with the specifications attached in the UI/UX Design link attached in Exhibit A (the **"Design"**).

1. The Developer shall complete the development of the web app and mobile app 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 **November 10, 2020** whereas, the testing and handing-over will commence 3 days after..

2. For a period of **4 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 web app and mobile app free of charge and billed to the Client any assistance thereafter. The Developer agrees to respond to any reasonable request for assistance made by the Client regarding the web app and mobile app request.

3. Except as expressly provided in this web app and mobile app Development Agreement, the Client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.

## 2. Delivery

The web app and mobile app shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within [Time frame] 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 web app and mobile app conforms to the Specifications within [Time frame] days of the Delivery Date (the **"Acceptance Date"**) unless it finds that the Software does not conform to the Specifications as described in Section 2(A) herein.

## 3. Intellectual property rights in the web app and mobile app

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

## 4. 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 Software. In the event that the proposed change will, in the sole discretion of the Developer, require a delay in the delivery of the web app and mobile app 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 Software 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.

# 5. Confidentiality

The Developer shall not disclose to any third party the business of the Client, details regarding the web app and mobile app, including, without limitation any information regarding the web app and mobile app web app and mobile app 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 (iii) use Confidential Information other than solely for the benefit of the Client.

# 6. Developer warranties

The Developer represents and warrants to the Client the following:

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

2. The web app and mobile app will not violate the intellectual property rights of any other party.

3. For a period of 21 days after the Delivery Date, the web app and mobile app shall operate according to the Specifications. If the Software 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 web app and mobile app operates according to the Specifications.

# 7. 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 web app and mobile app Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the "Federal Republic of Nigeria" and subject to the exclusive jurisdiction of the State.

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

**[Developer.Company]**                                    **Top Earners Fx**

[Developer.FirstName] [Developer.LastName]          Olusanya  Abiodun

**By Adebayo John Kent – Project Manager**

# Exhibit A
## Software specifications

UI/UX Design link

https://www.figma.com/file/Q20VRrAB13fzwBYIbqVds9/Trade?node-id=362%3A321

# Exhibit B
## Milestone schedule

| Date | Project milestone |
|---|---|
| 28/10/2020 | Starting on Web Application |
| 10/11/2020 | Finalizing Project |
| 11/11/2020 | Testing of Project Begins |
| 14/11/2020 | Wrap up testing |
| 15/11/2020 | Handing over of project |