

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on [Date] ("Effective Date") between:

Party 1:

Tran Bao

[Address] 220/72 XO VIET NGHE TINH STREET

Ward 21 BINH THANH DISTRICT.

Ho Chi Minh City, VietNam

[Email] tranbao3666@gmail.com

[Phone] Tel: +84 778875159

Party 2:

Aviad Chen, representing GuidePerHour.com

[Address] 1-23-28 shodo sakae ku yokohama kanagawa 247-0022 japan

[Email] contact@guideperhour.com

[Phone] +81 90 4455 3859

Recitals:

WHEREAS, Party 1 (Tran Bao) has been engaged to develop certain features for GuidePerHour.com, and

WHEREAS, Party 2 (Aviad Chen) desires to ensure that the developed features are exclusively for the use of GuidePerHour.com and not to be used, modified, sold, or offered to any other parties.

WHEREAS, Party 1 (Tran Bao) has requested payments for the development work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Development of Features:

1.1 Party 1 (Tran Bao) agrees to develop specific features for GuidePerHour.com, as per the agreed-upon scope of work.

1.2 Party 1 shall ensure that all work related to the development is performed by individuals or entities under their employ or supervision and shall be responsible for their actions.

1.2.1 Party 1 (Tran Bao) shall not, under any circumstances, sell, reuse, modify, or disclose all developed features, code, or any related materials to any other client, entity, or for personal use, without the prior written consent of Party 2 (Aviad Chen) representing GuidePerHour.com.

2. Exclusive Use:

2.1 Party 2 (Aviad Chen) acknowledges that the developed features shall be the exclusive property of GuidePerHour.com and shall not be used, modified, sold, or oered to any other parties without Party 2's prior written consent.

3. Payment to Tran Bao:

3.1 In consideration for the development work performed by Party 1 (Tran Bao), Party 2 (Aviad Chen) agrees to make payments to Party 1 in accordance with the agreed-upon payment terms and schedule as outlined in Exhibit A attached hereto.

4. Indemnification:

4.1 Party 1 (Tran Bao) agrees to indemnify and hold harmless Party 2 (Aviad Chen) and GuidePerHour.com from any claims, damages, or liabilities arising out of the development activities or actions related to this Agreement.

5. Governing Law:

5.1 This Agreement shall be governed by and construed in accordance with the laws of Vietnam.

6. Entire Agreement:

6.1 This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Eective Date.

Party 1:

Signature:  _____

Printed Name: Tran Bao

Date:{D/M/Y} ____9/1/2023_____

Party 2:

Signature:  _____

Printed Name: Aviad Chen

Date:{D/M/Y} ____9/1/2023_____