

This Agreement describes the rights and responsibilities related to the application development services (hereinafter referred to as the “**Client**” or “**You**”) ordered from **Virtual Electronics Pte. Ltd.**, a company incorporated in Singapore at the address: 1 RAFFLES PLACE #20-61 ONE RAFFLES PLACE SINGAPORE (048616) (hereinafter referred to as the “**Developer**”).

By ordering the services, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click ‘accept’ and do not order our application development services. If You determine that You cannot comply with the terms of this Agreement after You have paid for application development services, You may ask for a full refund provided You do so within thirty (30) days of Your order and no work has been performed by the Developer.

This Agreement sets out in general how the Developer will provide application development services.

1. NO EMPLOYMENT, NO JOINT VENTURE

You wish to engage the Developer for services as an independent contractor for the sole purpose of designing the application as defined herein.

The Developer is, for the sake of this application development agreement, an independent contractor and under no condition shall be considered an employee or agent of the Company.

This Agreement does not construe Joint Venture between the Parties.

2. DELIVERABLES

The Company has appointed the Developer to perform the services pertaining to the development of this application as described in the order made by the Company.

The Developer agrees to provide all project files, user guides, and application credentials to the Company upon completion of this application development agreement.

3. CONSIDERATION

The Parties agree that the consideration for the services of the Developer shall be: indicated in order made by the Company and such consideration shall be accepted by the Developer before accepting the performance of the services.

4. TERM

The Parties agree that the timeframe for the performance of the services shall be: indicated in order made by the Company and such term shall be accepted by the Developer before accepting the performance of the services.

5. TERMINATION

This application development agreement may be terminated by either party for the following reasons:

- a. In the instance of a material breach of any terms and conditions contained within this agreement.
- b. In the instance either party receives conviction of a crime or files for bankruptcy during the agreement terms.

6. TERMINATION RESPONSIBILITIES

Upon termination of this agreement the Developer will submit an invoice for all services completed to date to the Company.

The Developer will also upon termination of this agreement turn all licenses, documentation, and completed work over to the Company within 1 day of the termination date.

7. RESPONSIBILITIES

Developer responsibilities

- a. The Developer shall create the application inclusive of all details included in this Agreement.
- b. The Developer shall test and ensure the application functions appropriately and reliably prior to final delivery to the Company.
- c. The Developer will enable the development of this application with the necessary time, energy, and staffing needed to produce quality results.
- d. Upon completion of the application's development, the Developer shall assist the Company in installation as well as assist the Company in submitting the application to any app stores or repositories.
- e. Upon completion of all services, the Developer shall turn any and all code and databases related to the application development agreement over to the Company without delay.

Company Responsibilities

- a. The Company shall engage with the Developer on the agreed weekly dates to conduct check in reports.
- b. The Company shall provide all needed support and assistance as needed by the Developer for the completion of this application development agreement.
- c. The Company agrees to provide all the necessary information and services needed to the Developer.

8. CONFIDENTIALITY

The Developer agrees both during and for a period of 90 days from the completion or termination of this agreement to hold all materials at a level of the highest confidence.

This is inclusive but not limited to any technical data, trade secrets, know-how, application, designs, drawings, engineering, formulas, or technology.

9. WARRANTIES

Each party shall have full authority to perform any and all deliverables contained in this application development agreement.

The Developer will retain the right to dictate all methods and manners by which the services included in this agreement are performed.

The services performed shall be done in a legally acceptable manner and shall not violate any local or federal laws and regulations.

All services included in this agreement shall be performed by the Developer; and the Company shall not be responsible for any hiring, supervising, or payment of any individuals assisting the Developer in this agreement.

The Developer shall remain responsible for any employees and expenses incurred during the term of this agreement.

10. INDEMNIFICATION

The Developer shall indemnify and hold the Company and its affiliates harmless for any and all damages, losses, expenses, claims, liabilities, and judgments that may arise from the result of the Developer's own misconduct or negligence.

The Company shall indemnify and hold the Developer as well as any associates of the Developer harmless from any and all claims, losses, expenses, liabilities, or fees that may occur from the company's negligence or breach of this agreement.

11. INTELLECTUAL PROPERTY

The developer warrants that the use of the application being developed will not infringe on any trademarks, copyrights, patents, or any other third party rights.

In the instance the Developer becomes aware of any of the above taking place, the Developer will be responsible for notifying the Company as well as seeking the needed permissions.

The Company acknowledges any and all text, photos, trademarks, designs, or other artwork given to the Developer is Company's rightful property and they have the appropriate permissions to use products as such.

12. AMENDMENTS

No Amendments or modifications of this agreement shall be permitted without prior written consent between the parties.

13. ASSIGNMENT

The Company reserves the right to assign this agreement as they deem necessary. The Developer may not assign, subcontract, or delegate any portion of this application development agreement without prior written consent from the Company.

14. FORCE MAJEURE

Neither party shall be considered in default or breach of contract in the instance of any delay pertaining to an act of god such as fire, explosion, flood, or acts out of the control of such party such as riot, war, or terrorism. In the event of such acts occurring the party is expected to notify the remaining party of such actions as well as a resolution date.

15. GOVERNING LAW

This application development agreement shall be governed by the laws of Singapore.

16. SEVERABILITY

If any terms or conditions contained within this application development agreement are found to be ineffective or unenforceable by the court of law the parties shall have the ample opportunity to replace that term with a likewise enforceable term.

The replaced term shall in no way affect the remaining terms, all remaining terms and conditions shall remain in full effect.

