

Website Design & Development Agreement

THE FIRST THE LAST X [Client.CompanyName]

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Development contract
[Other.AgreementNumber] on
the provision of services for
the development of an
electronic information
resource (website) for
[Client.CompanyName]

[Other.CreationDate]
Aventura, Florida, United States
of America

[Client.CompanyName], represented by [Client.FirstName] [Client.LastName], acting on the basis of the Charter, hereinafter referred to as the “**Customer**”, on the one part, and

THE FIRST THE LAST AGENCY LLC, Employer Identification Number: 99-xxxxxx, located at 30 xxxxx xx. xxxxx, Aventura, Florida, xxxxx, hereinafter referred to as the “**Contractor**”, on the other part, hereinafter both referred to as the “**Parties**” or any given as the “**Party**” have entered into the present contract (hereinafter – Contract):

1. SUBJECT OF THE CONTRACT

1.1. Under this Contract, the Customer requests, and the Contractor undertakes to provide services for the development of a web-resource and the Customer undertakes to accept and pay for the work performed under the terms and conditions of this Contract.

1.2. The aim of the work performed under the Contract is to realise Customer’s presence on the Internet (hereinafter – the Aim).

1.3. The List of Tasks, requirements to them, as well as terms are determined on the basis of the Terms of Reference, which is Appendix No. 1 to the Contract. The Terms of Reference is signed by authorized representatives of the Parties according to the same procedure as the Contract, and is its integral part.

1.4. The result of the work performed under the Contract is the development of a web resource that meets the Aim and the Terms of Reference requirements.

2. TERMS OF THE CONTRACT PERFORMANCE

2.1. Within five working days since the conclusion of the Contract, the Customer undertakes to pay the Contractor the advance payment specified in cl. 4.2. hereof and provide the Contractor with all text and graphic information necessary for the work.

All materials are provided in electronic form, viz.:

- the Customer's requirements to the graphic design of the web resource,
- logos (in vector format),
- corporate requirements (corporate fonts, colors),
- other information necessary for website development (slogans, photos, etc.),

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- translation of website section titles into other languages, if needed,
- a list of information blocks on the homepage.

2.1.1. In case the necessary information/materials for the Contractor to perform a certain stage of work is absent, the Contractor shall notify the Customer of the need to provide such information/materials 5 (five) working days before starting the corresponding stage of work.

2.1.2. In case of Customer failing to provide information/materials within the period set in cl. 2.1. hereof, or failing to agree upon a certain stage of work within the term provided for in Appendix 2 to the Contract within 5 (five) working days since the receipt of the corresponding Contractor's application or submission of the work for approval. The Contractor has the right to unilaterally redefine terms for carrying out work under this Contract.

2.1.3. In the case of repeated suspension of work upon the request of the Customer for a period of more than 30 (thirty) calendar days, the cost of services may be increased by the Contractor, for which the Parties draw up a corresponding Additional Contract.

2.2. Within 5 (five) working days since the date of the Customer's fulfilling obligations provided for in cl. 2.1. the Contractor is obliged to develop and provide the Customer with a mood board, the concept of the web resource homepage, and other pages, if this is provided for in the Terms of Reference, Appendix No. 1 hereto in order to approve. The number of web resource layouts provided by the Contractor is determined by the Terms of Reference.

2.3. Within 5 (five) working days since the receipt of the web resource layout from the Contractor, the Customer must consider the suggested web resource design and, if changes needed, submit a list of specific changes that do not contradict the Terms of Reference. In the case of Customer's approving the suggested web resource design, the Customer can notify the Contractor of his consent by signing and providing the Contractor with the title page of the web resource design. If the Customer has not submitted a list of necessary changes or an agreement within the period specified in the current paragraph, the design is considered approved, and the Contractor can proceed to the web resource programming.

2.4. In case the Contractor receives the Customer's request to make changes to the previously suggested design, under cl. 2.3, cl. 2.5., the Contractor is obliged to make the necessary changes and submit the changed design to the Customer within four working days since the receipt of the list of changes.

2.5. Under this Contract, considering web design options changed at the Customer's request, the Contractor undertakes to develop and provide the Customer with no more than 2 (two) web design options. In each case, consideration and approval (or suggestion of a list of necessary changes) by the Customer of each version of the web design is carried out within terms and the order provided for in cl. 2.3., and the development and submission by the Contractor to the Customer of the web design changed in accordance with the Customer's requirements is carried out within terms and the order provided for in cl. 2.2., cl. 2.4. hereof.

2.6. The development of web design options larger than specified in cl. 2.5. hereof is conducted on the basis of an additional contract between the Parties and additional payment.

2.6.1. The Parties agreed that the Customer's approval of the materials developed under this Contract means Customer accepting without objections, comments and claims to the form and content of such materials, and after approving is personally responsible for its content (including any text content), the requirements for which are established by the current legislation of United States of America. After Customer approving the materials developed and provided by the Contractor, the Customer has no right to make claims, remarks, and demands regarding such materials and content (including any text content).

2.7. Within five working days since Customer's approval of the web resource design, the Customer is obliged to provide all information for filling the web resource (texts and graphics for filling sections in electronic form). Including, if necessary, translation into other languages, if the Terms of Reference provide for the development of website versions in other languages). The Contractor is not responsible for the correctness of the provided materials. After receiving the information, the corresponding act of information reception and transfer is signed.

2.8. If, in the course of the work on the web resource development, the Parties identify the need for a significant change in the conditions of the performed work compared to the conditions of the original Terms of Reference (by more than 10%), this work is performed under a distinct agreement between the Parties.

2.9. After the final approval of the results of the website development at any of the provided stages of the website development, or after exhausting the provided number of changes, any further changes in the form of wishes, comments, instructions, and suggestions are made by the Contractor at the Customer's request solely for an extra fee.

2.10. Within 2 (two) working days since the completion of the work on filling the web resource, the Contractor places the completed web resource on the server indicated by the Customer. For this purpose, the Customer must provide the Contractor with all the necessary information for placing the web resource on the Customer's server: login, access password and login, password, and database name. The Contractor's obligations under this Contract are fulfilled upon the successful web resource placement.

2.11. Within 2 (two) working days since placing the web resource on the Customer's server, the Customer pays the Contractor the final settlement in the amount of 50% of the Contract value, according to the List of Tasks, Appendix No. 2 hereto.

2.12. After receiving the full payment under the Contract, the Contractor may provide warranty service for the developed web resource under a distinct agreement between the Parties, unless other conditions are spelled out in the Terms of Reference hereto.

2.13. The Contractor has the right to engage third parties to the contracted work, while responsibility to the Customer for the results of their work and the terms of their performance remains on the Contractor.

2.14. To perform work under the Contract, the Customer appoints an authorized person: [Client], email address: [Client.Email2], phone number [Client.PhoneNumber].

The Contractor appoints an authorized person: [Executant.FirstName], email address: [Executant.Email], phone number +1 (332) 256-6869.

The Parties agreed that the information exchange in the process of performing this Contract takes place by e-mailing or texting the authorized persons. Requests, agreements, and approvals of the work stages are sent under the Contract solely from the e-mail addresses or telephone numbers indicated in cl. 2.15.

It is also allowed to use other means of communication available to the Parties, which make it possible to reliably determine that the information comes from the authorized person of the Party and to confirm that it has reached the addressee. The use of facsimile copies and printouts of scanned copies of documents is allowed, provided that they are subsequently substituted by the originals.

2.15. The Customer is obliged to send the Contractor in the way specified in cl. 2.15 hereof the information or documents required for the work performance, to approve the Stages of work (design

elements, page design) necessary to continue the web resource development within 5 working days since receiving the request or the work results on Stages.

2.16. Failure to provide information or failure to provide complete information specified in cl. 2.16 hereof leads to Contractor extending the work performance terms for the period of the corresponding delay.

2.17. All property rights and intellectual property rights for work/services hereunder belong to the Contractor until Customer's full payment hereunder. The Customer has no right to dispose of the results of work/services performed under this Contract in any way, until signing the act of reception and transfer under the Contract and payment for the work under cl. 4.2. hereof.

2.18. The Contractor has the right at his discretion to dispose of the results of the work under this Contract in case of the Customer's refusal to pay for the work under the Contract.

3. OBLIGATIONS OF THE PARTIES

3.1. The Contractor undertakes:

3.1.1. To comply with the interests of the Customer, to carry out work on the web resource and software development in a qualified, clear, and timely manner under the Terms of Reference hereto within the scope of their competence.

3.1.2. To provide the Customer with all documents in original that are the result of the work performed under the Contract.

3.1.3. Not to disclose confidential information about the Customer or information related to the Customer.

3.2. The Customer undertakes:

3.2.1. To pay for the services in the amount and in the manner provided for in Sections 2 and 4 hereof.

3.2.2. Not to disclose confidential information about the Contractor or information related to the Contractor.

3.2.3. To provide all textual and graphic information required for the Contractor to provide services in the manner and within the terms stipulated in the Contract.

3.2.4. To express his/her requirements, comments and suggestions to the web resource content, layout, and functions.

4. PAYMENT TERMS AND SETTLEMENT PROCEDURE

4.1. The Customer shall pay for the work under the List of Tasks approved by the Parties (Appendix 2 hereto). The payment for work that was not included in Appendix No. 2, but was executed at the request of the Customer, is carried out on the basis of an additional list of work drawn up and agreed upon by the Parties in an additional agreement to the Contract.

4.2. The payment is carried out in two stages:

An advance payment in the amount of 50% of the total cost of the Work specified in the List of Tasks (Appendix No. 2 hereto) is paid to the Contractor by the Customer no later than 5 (five) working days since the conclusion of the Contract.

The final settlement in the amount of 50% of the total cost of the Work specified in the List of Tasks (Appendix No. 2 hereto) shall be paid to the Contractor by the Customer no later than 5 (five) working days before transferring the website to the Customer's domain and host.

4.3. Additional services are paid in two stages: 50% of the amount specified in the additional list of tasks, which is drawn up as a solemn additional agreement to the Contract, is paid to the Contractor by the Customer no later than 5 (five) working days after approving the additional list of tasks, 50% is paid to the Contractor by the Customer no later than 5 (five) working days since placing the developed web resource on the Contractor's test server.

4.4. The settlements between the Parties under this Contract are carried out by money transferring to the bank account of the respective Party.

4.5. The value of this Contract consists of the sum of all due payments hereunder.

4.6. The cost of work under this Contract does not include additional costs related to the Contract performance: costs of hosting and its configuration, obtaining rights to a domain name, redirects from third-party resources, website support and maintenance upon Contract expiration, etc. Additional costs shall be paid by the Customer within 5 working days since invoicing.

5. RESPONSIBILITY OF THE PARTIES

5.1. The Customer undertakes to provide all the necessary graphic and textual information materials, required to perform work under the Contract. The Contractor is not responsible for violating the terms of work performance in case this failure is due to the Customer's undue performance of the obligations under the Contract.

5.2. In case the Contractor violates the terms of website development without its relation to protected period of design development and approval, etc., the Contractor shall pay 1% of the value of the unfulfilled obligations for each day of delay.

5.3. In case the Customer violates the payment terms under this Contract, the Customer shall pay the Contractor penalty in the amount of 1% of the value of the unfulfilled obligations for each day of delay.

5.4. The Contractor is not responsible for the information content of the Customer's electronic information resource.

5.5. In case the Customer fails to fulfill his/her obligations under this Contract, or reports false information to the Contractor, or provides documents containing false information, the Contractor is released from responsibility for not performing his/her obligations under the Contract or untimely or improper performing of these.

5.6. The Contractor has the right to initiate early termination of Work performance / Service provision under this Contract and its Appendices, provided that the Customer is notified in writing 30 (thirty) working days before the date of early termination of Work performance / Service provision, in case the Customer systematically (more than twice) violates the specified in the Contract or in the corresponding Appendix obligations, does not comply with the terms of providing materials or information, or the terms of approving layouts or conditions for the service provision, or in case of violation or failure to act preventing the proper provision of services by the Contractor, etc., and in

this case the Customer pays the Contractor the cost of the services/work actually provided and a fine in the amount of 30% of the Contract value.

5.7. In case of unilateral refusal to perform the Contract/unilateral termination of the Contract, the Customer pays the Contractor the cost of the Services/Work actually provided and a penalty in the amount of 30% of the Contract value.

5.8. The Parties agree that in the case of Customer's failure to perform or to perform properly obligations under this Contract and the current legislation of United States of America, the Contractor shall not be liable for non-compliance with terms, conditions and/or requirements to the quality of performance/provision of Work/Services, which was caused by Customer's failure to fulfill the obligations.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Under this Contract, all rights to products developed under this Contract (including intellectual property rights) belong to the Customer since the moment of full settlement with the Contractor. After payment, the Customer has the right to use the products at his own discretion, regardless of the Contractor and the prolongation of this Contract.

6.2. The results of the work provided under this Contract become the Customer's property only upon the Parties' signing the Certificate of completion drawn up with respect to such work.

6.3. The Customer has under no circumstances the right to use and dispose of the results of the work under this Contract in any way, on any territory, until the Parties sign the act of reception and transfer, and the Customer carries out the full payment for them.

6.4. The Contractor has the right of authorship to the result of the work performed under this Contract (the right to be recognized as the author of the website design, the source code, and the website software application). The website will have an undistinguished direct text or graphic link to the Contractor's website in the lower part of the page.

6.5. The Contractor's portfolio and website will have the information that the Customer's Website was developed by the Contractor.

6.6. The intellectual property rights to materials transferred to be uploaded on the Website belong solely to the Customer.

6.7. The Contractor reserves the right to publish the developed website on social media networks, submit it to contests, list it in his/her portfolio and show it to other clients.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties shall be exempted from responsibility for partial or full non-fulfilment of their obligations hereunder as a result of effect of the circumstances beyond the control of the Parties which arose after signing the Contract and which were not possible to avoid or eliminate, such as: war, decisions of state authorities, which significantly worsen the conditions of Contract performance or make their performance fully or partially impossible; fires, floods, earthquakes and other natural disasters, such as technical failures with severe consequences, epidemics and other circumstances. The Party must immediately inform the other Party about occurrence and termination of the force-majeure circumstances or their consequences.

7.2. Within one day upon the occurrence of such circumstances or at the beginning of the effect of their consequences, the Parties must agree in writing on the Contract period termination. In case such circumstances or their consequences last longer than the period agreed by the Parties, each of the Parties will have the right to refuse performance of obligations under the Contract, and in this case, none of the Parties has the right to claim damages, including loss of profits, from the other Party.

7.3. The proof of the occurrence of force-majeure circumstances and their duration is a corresponding confirmation (a certificate issued by the Chamber of Commerce and Industry is a sufficient confirmation of force majeure occurrence and its duration).

8. DISPUTE SETTLEMENT

8.1. All disputes arising in the execution of this Contract or related to it shall be settled by negotiations between the Parties.

8.2. In case a corresponding dispute cannot be settled by negotiations, it shall be settled in the court in accordance with the established jurisdiction of such dispute under the applicable United States of America law.

9. VALIDITY PERIOD OF THE CONTRACT

9.1. The present Contract shall come in force upon its signing and it shall be valid until the contractual obligations of the Parties are fully met.

9.2. This Contract may be terminated only by the mutual agreement of the Parties, which is concluded as an additional agreement to this Contract.

9.3. The Contract is considered to be terminated from the appropriate execution of the relevant additional agreement to the Contract by the Parties, in this case the Customer shall pay the Contractor the cost of the performed work under Appendix 2 hereto.

10. FINAL CLAUSES

10.1. The Parties bear full responsibility for the accuracy of the details specified in this Contract and undertake to promptly notify the other Party in writing of their change, and in case of failure to notify, they bear the risk of the related adverse consequences.

10.2. Withdrawal of the claim and (or) transfer of the debt under this Contract by one of the Parties to third parties is allowed only in case of written agreement with the other Party.

10.3. By signing this Contract, the Parties, under the Law of United States of America "On the Protection of Personal Data", confirm that they have given each other mutual consent to the collection, processing, storage, modification and use of their personal data, in order to confirm the authority of the subject to enter into, modify and terminate the Contract, to ensure the implementation of administrative-legal, economic, tax, accounting and statistics, and other relations provided for by law. By signing this Contract, the representatives of the Parties confirm that they have been informed of their rights, the purpose of collecting and processing personal data under the Law of United States of America "On the Protection of Personal Data".

10.4. This Contract is drawn up with full understanding by the Parties of its terms and terminology in two authentic copies, that shall have an equal legal effect, one copy for each Party.

11. APPENDICES

- 11.1. The Terms of Reference.
- 11.2. The List of Tasks.

“Customer”	“Contractor”
[Client.Company]	<p>THE FIRST THE LAST AGENCY LLC</p> <p>[agency.Account.number] [agency.SWIFT(NOT.USA)] [agency.Routing.number(USA)] [agency.Bank] [agency.Bank.address]</p> <p>Phone: +1 (332) 256-6869 E-mail: hello@thefirstthelast.agency</p>
[Client.FirstName][Client.LastName]	<p>Maksym Stepenko</p>