DEVELOPMENT SERVICES AGREEMENT

This Development of Web and/or Mobile Services Agreement (this "Agreement") is made effective as of the **acceptance of the Estimation** (the "Effective Date"), by and between **the recipient of the Estimate** the **"Client"**

and

blackmirror media limited

59 Devons Road
London, E3 3DW
United Kingdom
Registration number: 8508633
VAT Registration Number: GB202109863

hereinafter referred to as the **"Developer"**

1. Services.

The Developer undertakes to design and/or develop different web and/or mobile based solutions (hereinafter referred to as the **"Services"**) for the Client by timely providing the design, programming and testing services listed on Schedule 1, **"Estimation"** in a professional and timely manner, based on the specification provided by the Client.

2. Scheduling.

The Services shall be completed timely in accordance with the schedule set forth on Schedule 1 hereof.

3. Payments.

In consideration for the Services, the Client shall pay the Developer the sums set forth in Schedule 1 hereof. Payments are due at the completion of the project. Developer shall issue an invoice and send it to the Client at the due date. **All invoices are payable within eight (8) days of receipt.** Payments shall be deemed as made when the amounts are credited to the bank account of the Developer. Delays arising form the Client failing to pay for the services or from any other defaults of the Client may not be considered as breach of contract by the Developer and thus may not cause any disadvantages or harms to the Developer.

4. Client's alterations before completion.

The parties may at any time modify the scope of the Services by including desired changes in a written **"change order"** that explains the changes and the agreed adjustment to the payment for the Services that will result from such changes. Such change order shall become effective when duly signed and dated by both parties. There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of the Developer. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the execution of this Agreement. The

Client shall be responsible for making additional payments at the rate noted herein for any Client's Alterations and any other changes in the Specifications requested by the Client.

However, no additional payment shall be made for changes required to conform to the original assignment description and for changes which are required to ensure the operation of the Services as agreed in Schedule 2., "Specifications" hereof. Client's Alternations may cause a delay in the completion date set forth in Schedule 1 without causing any adversary circumstances, disadvantages, or harms to the Developer. Delays arising from any Client's Alternations may not be considered as cases of breach of contract by the Developer and may not result in the termination of this Agreement by the Client.

5. Alterations and additions to Services after completion.

If the Client wishes to modify or enhance the delivered solution, Developer shall be given first option to provide an offer to perform such modifications or enhancements for a mutually agreed price.

6. Testing and acceptance.

The Services shall be tested on the appropriate platforms (web browser, mobile devices, so forth). Following a successful testing, the Client shall accept the site concerned within 3 working days from the end of the testing. The declaration on acceptance shall be made either in writing or in a read-only PDF file with the signature of the Client affixed thereto or alternatively using an issue tracker software such as JIRAh.

The project shall be deemed successful if it:

- meets the requirements laid down in the Specifications; and
- operates as expected.

7. Ownership Rights.

The Client shall own all of its proprietary information as included in the Services, as well as all source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, and characters. All Services provided by the Developer, including systems, computer programs, operating instructions, unique design concepts, other documentation developed for or specifically relating to the Client's information processing, all of the Client's source documents, stored data and other information of any kind, and reports and notes prepared by the Developer, will be the property of the Client.

8. Confidentiality.

The Developer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Developer, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client (e.g., trade secrets, know-how and confidential information). The Developer will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Developer will return to the Client all records, notes, documentation and other items that were used, created, or controlled by the Developer during the term of this Agreement.

9. Promotion.

The Developer can use the names, trademarks, service marks, symbols or any abbreviations of the Client as a reference, unless otherwise requested by the Client in writing.

10. Warranty of the Developer.

The Developer warrants to the Client that all software programmes, scripts, web pages, and materials delivered to the Client by the Developer in connection with the Services are free from defects in materials and faulty workmanship under normal use, and that the Services will operate properly with widely used web browsers and the latest mobile operating system of Apple. During the testing period, the Developer will correct any software anomalies ("bugs") that occur because of defects in the source code included in the software. After such time, the Developer will make changes on a fixed hourly rate or a negotiated fixed quote basis.

While no development process is able to guarantee bug-free results, the Services will be provided in a workmanlike manner, within local industry standards and tolerances for commercial applications. This warranty does not cover items damaged, modified or misused after delivery to the Client certified by the declaration on acceptance.

11. Warranty of the Client.

The Client represents and warrants to the Developer that the Client owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, and other materials provided by the Client for inclusion in the Services, and that the Client has obtained all waivers, authorisations, and other documentation that may be appropriate to evidence such ownership. The Client shall indemnify and hold the Developer harmless from all losses and claims, including attorney fees and legal expenses that may result by reason of claims by third parties related to such materials.

11. Limitation of Liability.

Under no circumstances shall either party be liable to the other party or any third party for indirect, incidental, consequential, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from any provision of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third parties arising from any source.

12. Indemnity.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

13. Assignment.

This Agreement is not assignable, in whole or in part, by either party without the prior written consent of the other party. Any attempt to make such assignment shall be void.

14. Termination.

Unless otherwise terminated, this Agreement will terminate upon completion of the Services. Neither party may terminate this Agreement, except the case of termination on default. If a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party in default shall have 14 business days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

15. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

16. Governing Law / Forum.

This Agreement shall be construed in accordance with the laws of the European Union. Venue shall be in a court of competent jurisdiction in Vienna, Austria, and both parties expressly consent to jurisdiction in such courts.

17. Complete Contract / Amendment.

This Agreement supersedes all prior agreements and understandings between the parties for performance of the Services, and constitutes the complete agreement and understanding between the parties. The parties may amend this Agreement in a written document signed by both parties.

January 1, 2017

blackmirror media limited

Adam Eri

Managing Director