

PROJECT AGREEMENT

BETWEEN

CV Mino Digital Media (www.tonjoo.com)

AND

Tran Thi Thuy Nhung

Number 015/MOU.MDM/IX/2021

This Project Agreement ("**Agreement**") is made and entered into on this 14 Oct 2021 by and between the undersigned parties below :

Name : **Todi Adiyatmo Wijoyo**
Position : President Director
Address : Jl. Persatuan UH III No. 549, Tahunan, Umbulharjo, Yogyakarta

therefore authorized to act for and behalf of **CV Mino Digital Media**, hereinafter referred to as "**First Party**", and

Name : **Tran Thi Thuy Nhung**
CCCD No : 024187000449
Address : B1-50 Lo S1-1 KP My Van Tan Phu, Quan 7, TP. Ho Chi Minh

therefore authorized to act for and behalf of herself, hereinafter referred to as "**Second Party**".

Hereinafter **First Party** and **Second Party** may sometimes individually referred to as a "**Party**" and collectively as "**The Parties**", explained first as follows:

1. **First Party** is a company that is engaged in the field of Information Technology Consultation and Development Services.
2. **Second Party** is a person who will receive services that are provided by **First Party**.
3. **The Parties** have committed to hold an **Agreement** in running the development project with details that the **First Party** as a Service Provider, and the **Second Party** as a Service Purchaser.

Furthermore, **The Parties** hereby have agreed to hold an agreement with the terms and conditions as follows:

Article 1

PURPOSE OF AGREEMENT

This **Agreement** is created to provide cooperation in **Styleloveit Website Development ("Project")** by **The Parties**.

Article 2

SCOPE OF AGREEMENT

1. **Project** is established in accordance with a technical document which has been agreed upon by **The Parties**.
2. Hosting and Server are provided by **Second Party**.
3. **The Parties** agree to protect the confidentiality and copyright of all documents, materials, and contents that are used.
4. During this **Agreement**, **The Parties** agree for intensive talks in order that the scope of work in Act 1 of this Article can be achieved.
5. Every additional work that is not included in the scope of **Agreement** and/or initial requirements will be regulated further by **The Parties** with the proposal of additional scope of work. The proposal shall be approved and signed by **The Parties**.

Article 3

RIGHTS AND OBLIGATIONS

In this **Agreement**, the **First Party** and the **Second Party** has the right and duty as follows:

1. Rights and Obligations of the **First Party**:
 - a. **First Party** acts as a website developer and technical executives for the **Second Party**.
 - b. **First Party** is obliged to finish the job according to specifications and schedule in the **Agreement** and regardless of any changes made during the project must deliver a fully operational website with functionality and appearance as agreed between **The Parties**.
 - c. **First Party** reserves the right to accept or reject the additional works from **Second Party** that are not included in the scope of **Agreement** as stated in Article 2.
 - d. **First Party** is not liable for any claim arising out of the use of content in the form of name, brand, concept, process, data, information, text, picture, and the other contents that provided by **Second Party** in **Project**.
 - e. **First Party** has to report on the works periodically to **Second Party**.
 - f. **First Party** is obliged to fulfill **Project** using the resources belonging to **First Party** and not transfer the obligations to other parties without the consent of **Second Party**.
 - g. **First Party** is obliged to maintain the confidentiality of any information that is received and/or provided by **Second Party** and resulting from **Project** during this **Agreement** lasts.
 - h. **First Party** has the right to get compensation for the work from **Second Party** based on the rate on Article 4 and Article 5.
 - i. Social login implementation is based on the approval of the social media platform review team. First party will do the implementation but is not responsible for its approval. The payment shall not be held if the review is delayed by the social media provider.

- j. First party will provide technical consulting on matters related to the website during the course of the project to assist the client with its needs.
 - k. First party will have a dedicated team of Project manager, UI Developer, Wordpress developer, Tester and Server Expert to work on the project
2. Rights and Obligations of the **Second Party**:
- a. **Second Party** has to give any information needed during this **Project**.
 - b. Second Party must provides the desktop design (figma) & mobile design (figma). Desktop and mobile design **must be very similar** with very little difference in order to keep in line with the budget of the development
 - c. **Second Party** ensures that the data content in any form such as text, graphics, static and moving images, design, trademark submitted to the **First Party** for the website truly belongs to the **Second Party**, or as permitted by the owner who has its intellectual rights to be used by **First Party**. The **First Party** is not liable for any claim arising out of the use of those intellectual property rights.
 - d. **Second Party** has the right to give revisions or feedback on the **First Party's** work.
 - e. **Second Party** is obliged to provide full access to the server to **First Party** during this **Project**. Full access servers include: root access, database access, server panel access, and others needed.
 - f. Second Party will bear costs related to server, email, ssl, email marketing
 - g. **Second Party** is obliged to do the payment in accordance with the amount and time that has been agreed by **The Parties**.

Article 4 **VALUE OF PROJECT**

- 1. The total development cost for this **Project** as stipulated in the **Agreement** is **USD 6,000**, according to the Scope of Agreement that is listed on Article 2.
- 2. For additional works that are not included in the scope of Agreement, it must be discussed between the parties. And there will be additional clauses, cost and timeline to it which is not part of this agreement.
- 3. The total cost as listed in this Article inclusive of all taxes.

Article 5 **PAYMENT**

A payment such as the provisions listed in Article 4 Act 1 of this **Agreement** under the following conditions :

- 1. Payment Terms :
 - a. First payment is 30% of the total development cost, which is **USD 1800** , paid after the Agreement has been approved and signed by The Parties. **Tentative Oct 18th**

- b. Second Payment is 30% of the total development cost, which is **USD 1800**, paid after HTML development is 80% complete { Tentative : Nov 22nd }
 - c. Third payment is 30% of the total development cost, which is **USD 1800**, paid after features development is 80% complete and approved by Second Party. { Tentative : Jan 31st}
 - d. Final payment is 10% of the total development cost, which is **USD 600**, paid after completion Project. { Tentative : Feb 28th }
2. The payment will be carried out by **Second Party** after the invoice was submitted by **First Party**.
 3. The amount of invoice would be allocated based on value that has been agreed upon and mentioned in this **Agreement**.

Article 6

PERIOD OF THE PROJECT AGREEMENT

1. The period of this **Agreement's** implementation is 4 months & 30 calendar days Free support post live from the date of signing of this **Agreement** by **The Parties**, that consist of :
 - a. Project development period is 4 months from the date of signing of this **Agreement**;
 - b. Project FREE maintenance period is 30 calendar days after completion of Project development. Any issues/bugs within maintenance periods will be taken care of by First Party. (no new features as part of this free maintenance periods)
2. If either **Party** becomes aware that there will be a cause of delay in the project, it is the obligation of that party to immediately notify the other party and work together to find a mutually acceptable solution.

Article 7

SUBMISSION OF PROJECT

1. **Project** is considered completed if the period of **Agreement** has been passed, and there are no remaining unresolved problems in complying with the written specifications of the project according to Article 6 Act 1.
2. **First Party** will give all access to the source code to **Second Party**.
3. **First Party** will provide manual users as guidelines and train the website's admin to manage the website (if needed) to **Second Party**.
4. First party will provide a basic guide on how to use the website for second party reference.
5. **First Party** is obliged to destroy or remove all of the **Project's** data after this **Agreement** is over and/or **First Party** is obliged to maintain the confidentiality of any data, information, etc. to the other party who can disadvantage **Second Party** even if this **Agreement** is over.
6. **The Parties** agree that **Second Party** is a Creator and Copyright Holder of this **Project**.
7. **First Party** is forbidden to access **Second Party's** server in any form after this **Agreement** is over.

Article 8

MAINTENANCE

1. Any modifications and code's changes on the application made by **Second Party** is the responsibility of **Second Party**.
2. **The Parties** get a guarantee after the **Project** is completed for any possible bugs and errors that may occur. Bugs and errors mentioned here are not related to scalability and/or server issues. **No new feature development part of this.**
3. **First Party** will restore the website if something goes wrong / hacking on the website.
4. Maintenance does not apply in case of force majeure.

Article 9

FORCE MAJEURE

1. Neither **Party** shall be liable for any failure to perform under this **Agreement** when such failure is due to causes beyond that **Party's** reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.
2. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by **The Parties**.
3. If the delay remains in effect for a period in excess of 30 (thirty) days, **Second Party** may terminate this **Agreement** immediately upon written notice to **First Party**.

Article 10

ETHICS / LEGAL / LIABILITY

1. Anything and every content that causes a loss due to the content, the content and the use of the internet that violates internet's ethic laws in Indonesia such as and not limited to the following examples: pornography, SARA (ethnic, religion, racial, and inter-group), spamming, and other criminal matters is the responsibility of **Second Party**.
2. Loss or delay workmanship websites caused due to force majeure or natural disaster will be settled amicably.
3. **First Party** is not responsible for errors and bugs caused by the use of applications and API (Application Programming Interface) from third parties.

Article 11

CANCELLATION OF AGREEMENT

1. **Second Party** may cancel this **Agreement** for its convenience, without liability at any time, upon prior written notice to **First Party**.

2. If there's any cancellation of the **Agreement** by **Second Party**, any amount of advance that had been paid to **First Party** cannot be returned. All the work that has been done by **First Party** then belongs to **First Party**.
3. If **First Party** is not able to finish the **Project** for any reason, **First Party** will immediately provide **Second Party** with any and all work in progress or completed prior to the cancellation date. The **Second Party** will not be liable to make further payments on the unfinished work.

Article 12 DISPUTE RESOLUTION

If there's any problem and / or things that deviate from that stipulated in this agreement, **The Parties** agree to resolve with deliberation in good manner to find a way out before taking legal force.

Article 13 COMMUNICATIONS

The Parties shall, in relation to the **Project**, make contact and deal only with the persons whose names are notified in writing by **The Parties** from time to time and not with any other representatives of **The Parties** :

First Party	Second Party
CV. Mino Digital Media	Tran Thi Thuy Nhung
Address : Jl. Tongkol Raya No. 5, Minomartani, Ngaglik, Sleman, DIY 55581	Address : B1-50 Lo S1-1 KP My Van Tan Phu, Quan 7, TP. Ho Chi Minh
Email : i@tonjoo.id ; t@tonjoo.id	Email : Trannhung.linda@gmail.com
Up. : Muhammad Iqbal Jayadi Todi Adiyatmo Wijoyo	

Article 14 OTHERS

1. Against other matters as may be necessary but not yet sufficiently regulated in this **Agreement**, will be made and set forth separately in the form of an addendum / amendment which is an integral part of this **Agreement**.

2. **The Parties** acknowledge and agree that, with the signing of this **Agreement**, any form of consent and agreement that existed before the agreement was made, declared invalid except what is expressly stated in this agreement.

Article 15
COVER

Thereby this **Agreement** is made and signed on the day, date, month and year as mentioned at the beginning of this **Agreement**, in duplicate 2 (two), each stamped and have the same legal force to **The Parties**.

First Party,



Todi Adiyatmo Wijoyo
CV. Mino Digital Media

Second Party,



Tran Thi Thuy Nhung