



# Brandweb

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## CONTRACT

**No. Registration 340/28.02.2022**

This Agreement is concluded between:

(1) BRANDWEB DESIGN S.R.L., headquartered in Iași, Iași, Carol I Boulevard no. 4, registered at the Trade Register Office Iași, J22/2921/2008, CUI RO 24535842, having account no. RO32 BTRL 0240 1202 N236 40XX, Transilvania Bank, represented by Patricia Berteau with the position of administrator of the company, referred to as „Provider”.

and

(2) .....,  
headquartered in.....,  
county / sector....., registered at the Trade Register with no.....,  
Unique registration code .....,  
Bank....., IBAN.....,  
represented by .....,  
as ....., referred to as „Beneficiary”.

## 2. Subject of the contract

2.1 The subject of the contract is represented by computer software services - web programming on the Wordpress platform as described in Appendix A.

## 3. Duration

3.1. The contract is concluded for a period of 12 months starting with 28.02.2022. The contract is valid and will take effect from the date of signing until the expiration date. The expiration of the the contract will not have any effect on the warranty obligation assumed by the Provider under the contract, which will be subject to the warranty conditions assumed by the Provider.

3.2. If there are reasons for delay not due to the fault and/or conduct of the Provider or other unusual circumstances, which may occur otherwise than in breach of contract by the Provider or due to his fault/conduct, they entitle the Provider to request an extension of the period. In such a situation, the Provider has the obligation to communicate in writing to the Beneficiary the reason for the delay, as well as to establish in agreement with him the new final term for the delivery of the works. The provisions of this clause shall apply to the extent that the delay due to reasons beyond the control of the Provider lasts for more than 30 working days.

3.3 If the Provider does not comply with the execution deadlines, then he will incur penalties of 0.05% per day.

3.4. If the Beneficiary does not comply with the terms provided in the contract for the provision of the information necessary for the normal performance of the contract, he will accept the corresponding



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extension of the contract. To this end, the Beneficiary has the obligation to communicate in writing to the Provider the reason for the delay, as well as to agree with him the new deadline for the provision of information.

3.5. If the Beneficiary does not pay within the term established in point 4.2., he will incur penalties of 0.05% per day.

## **4. The price of the contract**

4.1. The contract price is 35 Euros / hour.

4.2. Payment will be made in cash or by bank transfer within 5 days from the date of receipt of the invoice by the Beneficiary.

4.3. Payment will be made in 2 installments. 50% upfront and 50% after the completion of the WP website.

4.4. The price is firm throughout the contract, the Provider being obliged to execute the work according to the price established by the parties, it being possible to increase or modify it only with the agreement of the parties.

## **5. Obligations**

5.1 The Provider undertakes:

a. To provide the services included in the contract with the professionalism and promptness due to the commitment assumed and at the qualitative level taken into account by the contracting parties when signing the contract.

b. To respect the term of accomplishment of the work and to inform without delay the Beneficiary if the normal execution of the work is endangered, regardless of the cause.

c. To keep the complete confidentiality on the information regarding the Beneficiary, information received or collected during the project, detailed in art. 9 of this contract.

d. To train the staff of the beneficiary company for the proper use of the computer programs developed.

e. Test the program.

f. Transfer the work to the company's server.

g. Because the site contains PHP and MySQL code that involves the execution of scripts at server level (server-side), SC Brandweb Design SRL is not responsible for any failures, interruptions or configuration changes that occur at the server that hosts your site.

h. In case of possible failures of the servers that host the site, SC BRANDWEB DESIGN SRL does not bear any responsibility for its non-functioning. Reinstalling it on another server will be the subject of a later service agreement or an addendum to this agreement.



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- i. Provide the Beneficiary with instructions on the use of the site and the administration interface.
- j. Provide compatibility with the top 3 browsers (Internet Explorer / Edge, Mozilla Firefox, Google Chrome, etc.) and for Android / iOS mobile / tablets.
- k. Ensure conditions for enhanced site security.
- l. To be liable for hidden defects in the work throughout the warranty period. Hidden defect means any defect / non-conformity with the contracted quality of the works and which could not be detected by the usual means of verification.
- m. Any other requirements from the beneficiary regarding new functionalities that have not been introduced in the contract and annexes, will be the subject of a separate maintenance / development contract.

## 5.2 The Beneficiary undertakes:

- a. To offer the Provider with any facilities and / or information that he has requested and that are necessary for the fulfillment of the contract, respectively the company profile, logo and pictures.
- b. The Beneficiary has the right to monitor the work during its execution, as well as to communicate his observations. The Beneficiary also has the obligation to check the work / project whenever requested by the Provider to ensure that it meets its requirements.
- c. To pay the Provider according to point 4.
- d. Not to make changes to the site code or not to request from a third party, without the prior written consent of the Provider and without receiving the written consent of the latter; otherwise SC BRANDWEB DESIGN SRL will not be responsible for any subsequent failures, and the Beneficiary will lose the warranty on the site. We reiterate that the Provider offers an unlimited warranty on the functionality of the site provided that the Beneficiary or a third party has not made changes to the source code provided by the Provider.
- e. As soon as the Beneficiary notifies that the work is completed, the Beneficiary has the obligation to verify it within a reasonable time according to the nature of the work and customs in the field and, if it meets the conditions established by the contract, to receive. In this sense, the parties will conclude a report of receipt of the work, and if the Beneficiary has observations to make that require implementation, it will inform the Provider immediately.
- f. In case of deficiencies, they will be notified to the Provider, establishing at the same time the deadlines for remediation and completion.
- g. The provider has the obligation to remedy the non-conformities/deviations found within a time interval established by mutual agreement with the Beneficiary, a time interval that does not cause their aggravation or the production of others.
- h. If the Provider, after being notified, does not remedy the defects within the agreed period, the Beneficiary has the right to take remedial measures at the risk and expense of the Provider, with a specialized third party.



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## 6. Copyright

6.1. From the moment the Provider submits the work, and it is received by the Beneficiary without reservation, the latter becomes the sole owner and is solely responsible for the copyright on the content.

## 7. Amendment

7.1. Any modification of this contract may be made only by an addendum, an integral part of this contract, signed by both contracting parties.

## 8. The end of the collaboration

8.1. This contract will end by written agreement of the parties;

8.2. Either party may request the end of the contract in the event of non-compliance with the essential contractual conditions.

8.3. This contract terminates automatically in the following cases:

- when one of the parties is declared bankrupt or unable to pay, before the execution of this contract begins;
- in case of assignment by the parties of the rights and obligations deriving from the performance of this contract, without the written consent of the other party.

8.4. If, by the date of submission of the project, the Beneficiary wishes to give up the services of the Provider and receive back the amounts paid in advance, this must be notified to the latter in writing no later than 10 days in advance. The beneficiary will receive back only the amounts paid in advance for those modules on the site that have not been completed by that date. The beneficiary will remain the owner only of the modules on the site that have already been completed and paid for, and the contract will be finished.

8.5. If, by the date of submission of the project, the Provider wishes to terminate this contract, this must be notified to the Beneficiary in writing no later than 15 working days in advance. If the Provider wishes to terminate the contract before the date of submission of the project, he will have to repay the amounts received from the Beneficiary, less those amounts for the modules that have already been completed. The Beneficiary will have the right to use the modules developed by the Provider and paid until that date.

## 9. Privacy

9.1. By this contract, the Provider (including any employee, its consultant) undertakes:

- maintain the confidentiality of Confidential Information, take all necessary and reasonable steps to prevent the disclosure or access to such information to unauthorized third parties to receive Confidential Information;



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- not to make copies of the Confidential Information to which it has access and not to reproduce it in any way other than its use for the purpose of carrying out the project;
- to keep the Confidential Information with the same degree of attention assigned to its confidential information in order to avoid disclosure to a third party (as a good owner);
- to notify the Beneficiary, under the conditions provided for in this contract, of any intention or request for the disclosure of Confidential Information in conditions other than those provided for in this contract;
- to maintain the confidentiality of the Confidential Information for a reasonable period after the termination of the collaboration relations, taking into account the actuality of the confidentiality of the information provided, in the period following the termination of this contract.

9.2. The Provider undertakes, in the event that they become aware of any unauthorized disclosure or use of Confidential Information, to promptly notify the Beneficiary thereof and make every effort to support it in order to limit any present or future damages or losses, resulting from such unauthorized disclosure and / or use of Confidential Information.

## 10. Litigation

10.1. The Beneficiary and the Provider will make every effort to resolve through direct negotiations, any misunderstanding or dispute that may arise between them within or in connection with the performance of the contract.

10.2. If it is not possible to settle the dispute amicably, the parties shall apply to the competent courts.

## 11. Final clauses

11.1. The modification of this contract is made only by an additional act concluded between the contracting parties.

11.2. The language governing the contract is Romanian.

11.3. This Agreement, together with its annexes, which form an integral part thereof, constitutes the will of the parties and removes any other verbal or written agreement between them prior to its conclusion.

11.4. The contract will be interpreted according to the civil law in force in Romania.

11.5. This contract contains 5 pages (without appendices) and has been concluded in 2 copies, one for each party.

**Beneficiary**

**Provider**

**SC BRANDWEB DESIGN SRL**

**CEO**

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## APPENDIX A

Task	Hours
Install & Configure WP	4
Create pages & menus	4
Change theme design	16
Implement design changes	24
Implement new functionalities	16
Install & configure plugins	16
Testing	16
Launch	4
	100

**This is an estimation.**

**All remaining hours can be used for further website developments.**