

CONTRACT

for the provision of WEB DESIGN and PROGRAMMING services №. 2204

22.04.2024

Chisinau mun.

THE CONTRACTING PARTIES (HEREINAFTER REFERRED TO AS "THE PARTIES")

BUSINESS SHOP Ltd. headquartered in **Chisinau, 38 Alessandro Bernardazzi Street, 6-nd floor, of. 2**, telephone: +37369593336, email: info@makeit.md, state identification number (IDNO): 1016600022989, having IBAN (USD) account no. **MD08MO2224ASV78818907100**, bank code: **MOBBMD22XXX**, legally represented by the Administrator Mr. Mihail Boaghe, acting on the basis of the statute, hereinafter referred to as "Provider"

And

Fortus Group headquartered in **410-9160 Boulevard Leduc, Brossard, Quebec J4Y 0E3, Canada**, telephone: 800-890-3727, email: ioni@shipfortus.com, legally represented by the Administrator Mr. Ion Ioxa, acting on the basis of the statute, hereinafter referred to as "Beneficiary", have concluded this contract with respect to the following:

I. OBJECT OF THE CONTRACT

1.1 **BUSINESS SHOP Ltd.**, as a service provider, undertakes to execute the web design and programming services, part of this contract, including all points mentioned in 1.2, as per the requests of the "Beneficiary"

1.2 **RATES - BUSINESS SHOP Ltd. and Fortus Group** agree that the services described in the contract will be paid to "BUSINESS SHOP Ltd.", in accordance with:

Service Name	Price, \$ (U.S. dollar)
1. Auction Platform Development	
Auction Platform Development The platform to be developed is an online auction system aimed at the logistics and transportation sector, designed to connect companies that require transportation services with independent carriers or transportation companies. Users—companies with goods to transport—can post details about their cargo, including the description, size, weight, pickup, and delivery addresses. Carriers, on the other hand, can respond to these postings by offering their transport rates. After a bidding process, the selecting company can choose the most cost-effective offer based on cost and other established criteria. The main functionalities of the platform will include:	

• Posting and Bidding System: A robust auction engine that allows companies to post transport requests and carriers to bid on them. • Carrier Validation: A process for authenticating and validating carriers through email to ensure safety and compliance. • Online Chat: A direct messaging system for rapid communication between companies and carriers. • Subscription Management: Integration of a subscription management and payment system, such as Stripe, allowing users to choose from different subscription packages. • Statistical Analysis and Reporting: Reporting and statistical tools to analyze performance and trends. • Creation of Bill of Lading (BOL) and Labels: Functionality to create BOLs and labels in accordance with the design provided by the beneficiary, allowing users to generate BOLs and labels for all shipments inside the platform.		
1.1.	UX/UI Design	4 000,00
1.2.	Front End Programming	7 000,00
1.3.	Back End Programming	11 000,00
2. Landing Page with Payment System (Stripe)		
2.1.	UX/UI Design	500,00
2.2.	Front End Programming	500,00
2.3.	Back End Programming	700,00
3. Graphic Design		
3.1.	Logo design	300,00
TOTAL		24 000,00 \$

1.3 CONFIDENTIALITY - Neither party may disclose the terms of the contract to third parties without the prior written consent of the other, during the performance of the contract and after the termination of the contract. Neither party can provide information, related to this contract, requested by official authorities or by other legal means without notifying, in writing, on the same day, the other party. The customer's trademarks may be used as a reference only with his prior written approval.

1.4 COPYRIGHT - The Client undertakes that any text, images, graphics, pictures, design and any other work of art provided to BUSINESS SHOP Ltd. to include in the website are owned and belong to the customer, has permission to use them and therefore has the obligation to defend BUSINESS SHOP Ltd. of any case or complaint related to their use.

1.5 The services will be performed by the "Provider" based on the requirements approved by mutual agreement with the "Beneficiary".

1.6 For the execution of this contract, the services will be performed by the "Provider", only after receiving the advance in the amount of **12 000,00 \$** from the value of the services to be provided.

1.7 BUSINESS SHOP Ltd., as a provider of marketing services, undertakes to execute the works mentioned in this contract within a maximum period of **90 working days** from the signing of this contract and after receiving the full information that to be placed on the Beneficiary's web portal.

1.8 In the event that during the works changes will be requested regarding the structure, design and / or functionality of the web portal, an Additional Agreement will be concluded, part of this contract, indicating the amount for the requested services and at least 5 days for every change.

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

2.1 The "Beneficiary" has the following rights and obligations:

2.1.1 to benefit, in the contractual terms and conditions, from the services provided by the "Provider";

2.1.2 to request information on the progress of the works and compliance with the terms by the "Provider";

2.1.3 to indicate the priority and the order of performing the services;

2.1.4 to ensure the necessary conditions for the performance of the respective services by the "Provider";

2.1.5 to pay, under the established conditions and terms, the price of the services provided;

2.1.6 to verify the progress and quality of the services provided by the "Provider";

2.2 The "Provider" has the following rights and obligations:

2.2.1 to be guided by the legislation in force and the present Contract, in order to fulfill the obligations indicated in point.1.1. of this Contract;

2.2.2 to keep the "Beneficiary" informed about the progress of the works;

2.2.3 to provide the services in accordance with the requirements of the "Beneficiary" and in accordance with the terms agreed in the additional agreement which is a component part of this contract.

2.2.4 to respect the confidentiality of the information of which he became aware during the execution of the contract;

2.2.5 to collect, in the established terms and conditions, the fee for the services provided.

2.2.6 The "Provider" assumes the responsibility to create comprehensive training documentation for the future users and administrators of the platform. Additionally, the "Provider" will provide full in-house training to the beneficiary's engineer who will administer the platform and make future changes.

III. PRICE OF SERVICES

3.1 The price of the services provided has been previously agreed by both parties.

3.2 For the execution of this contract, the services will be provided by the "Provider" only after receiving the prepayment in the amount of **12 000,00 \$** of the full amount.

3.3 The remaining half of the total amount, \$12,000.00, shall be paid by the "Beneficiary" within 5 business days after the completion of all the required work by the "Provider" and the signing of the handover act by the "Beneficiary".

3.4 Payment will be made by bank transfer to the settlement account of the "Provider".

3.5 In the event that changes to the structure, design and / or functionality of the web portal are requested during the works, the price of the services will be increased by concluding an additional Agreement part of this contract, regarding the increase of the price of the services previously agreed by both parties.

IV. LIABILITY OF THE PARTIES

4.1 For the non-fulfillment or improper fulfillment of the commitments stipulated in this contract, the Contracting Parties shall be liable according to the legislation in force of the Republic of Moldova.

4.2 The "Provider" shall provide the services referred to in point 1.1 of this Contract in accordance with the requirements and characteristics approved by mutual agreement with the "Beneficiary".

4.3 The "Beneficiary" is not liable for the obligations of the "Provider" towards third parties.

4.4 In case of refusal to provide the services provided in point 1.1. of this Contract, the "Provider" is obliged to return the amount received from the "Beneficiary" within 3 working days.

4.5 In the event of improper performance of the services by the "Provider", he shall be obliged within at least 10 working days to apply all possible measures to complete the proper execution of the services.

4.6 If the "Provider" fails to complete the project within 90 business days from the signing of this contract, the "Provider" shall be liable to pay a penalty of 1.5% of the total contract amount per day of delay, unless there is a written agreement between the parties to extend the deadline.

4.7 If the "Beneficiary" fails to pay the remaining 50% of the contract amount within 5 business days after the signature of the handover act, the "Beneficiary" shall be liable to pay a penalty of 1.5% of the total contract amount per day of delay, unless there is a written agreement between the parties to extend the deadline.

V. FORCE MAJEURE

5.1 The parties are exonerated from liability for the partial or complete non-fulfillment of the commitments according to this Contract, if this fact is caused by the occurrence of cases of force majeure.

5.2 Cases of force majeure mean: wars, natural disasters, fires, floods, earthquakes, changes in the legislation and provisions of the Government, strikes and other circumstances, which do not depend on the activity of the parties.

5.3 The occurrence of force majeure circumstances, the moment of release and the time limit for action must be confirmed by a certificate issued by the competent body.

5.4 In case of such situations the contract remains in force and the term of fulfillment by the parties of the commitments according to the present contract is postponed corresponding to the period of time in which the above-mentioned situations took place and their consequences.

5.5 The party that does not perform the contractual obligations due to the occurrence of force majeure, is obliged to notify the other party in writing.

VI. GENERAL DISPOSITIONS

6.1 The material law of the Republic of Moldova shall apply to the contractual relations between the Parties.

6.2 If the conflicts that will arise between the Parties, in connection with the non-execution or improper execution of the obligations provided in this Contract, will not be resolved amicably, they will be resolved by submitting the claims. The deadline for responding to the claim is 10 calendar days.

6.3 If the claim has been partially resolved, in case of refusal to resolve it or in case of non-settlement in time, the Party that submitted the claim is entitled to address the competent courts of the Republic of Moldova.

6.4 Any amendment or addition to this Contract shall be valid only if it has been made in writing and signed by both Parties. Additional agreements are an integral part of this Contract.

IN ORDER TO COMPLY WITH THE ABOVE INDICATED, THIS CONTRACT HAS BEEN SIGNED CORRESPONDINGLY BY THE PARTIES.

Provider	Beneficiary
“BUSINESS SHOP” Ltd. IDNO: 1016600022989 Address: Republic of Moldova, Chisinau, 38 Alessandro Bernardazzi Street, 2-nd floor, of. 3 Banking supplies: IBAN (USD): MD08MO2224ASV78818907100 OTP Bank S.A. BIC: MOBBMD22XXX	FORTUS GROUP Headquarters: 410-9160 Boulevard Leduc, Brossard, Quebec J4Y 0E3, Canada

Administrator: **BOAGHE Mihail**

Signature  _____

Administrator: **IOXA Ion**

Signature  _____

I accept the terms of this contract, Beneficiary: _____

