

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of April 20, 2025, by and between:

CLIENT:

Suresh Mehta

Greenfield Innovations Pvt. Ltd.

201, Crescent Business Park, Andheri East, Mumbai – 400069

Email: suresh.mehta@gfinno.com

AND

SERVICE PROVIDER:

Ananya Roy

Roy Digital Solutions

45, Lakeview Apartments, Salt Lake City, Kolkata – 700091

Email: ananya@roydigital.in

RECITALS

WHEREAS, the Client wishes to engage the Service Provider to provide digital marketing and website development services;

AND WHEREAS, the Service Provider agrees to perform such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

The Service Provider agrees to provide the following services to the Client:

- **Design and development of a fully responsive business website (up to 10 pages).**
- **Integration of client-provided content and media.**
- **On-page SEO optimization.**
- **Setup of Google Analytics and Search Console.**
- **One-month post-launch maintenance and support.**

All services shall be completed according to the project schedule mutually agreed upon by both parties.

2. TERM AND TERMINATION

2.1 This Agreement shall commence on April 22, 2025, and shall continue in full force until June 30, 2025, unless terminated earlier in accordance with this Agreement.

2.2 Either party may terminate this Agreement with 14 days' written notice.

2.3 Upon termination, the Service Provider shall be paid for all work completed and delivered up to the effective date of termination.

3. COMPENSATION

3.1 The Client agrees to pay the Service Provider a total fee of INR 75,000, payable as follows:

- INR 25,000 upon signing this Agreement.**
- INR 25,000 upon delivery of the working prototype (expected by May 25, 2025).**
- INR 25,000 upon final delivery and acceptance of the website.**

3.2 Payments shall be made within 7 business days of receipt of the invoice.

3.3 A late fee of 2% per month shall apply to any overdue amounts.

4. INTELLECTUAL PROPERTY

All work products, designs, code, and content created by the Service Provider under this Agreement shall become the sole property of the Client upon full payment. The Service Provider retains the right to display work in their portfolio for self-promotion purposes.

5. CONFIDENTIALITY

Both parties agree to keep all information exchanged during the term of this Agreement confidential and not disclose it to third parties without prior written consent, except as required by law.

6. WARRANTIES

The Service Provider represents that all services will be performed in a professional and timely manner and will comply with applicable industry standards. No other warranties, express or implied, are made by either party.

7. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, or consequential damages. The Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Client.

8. INDEPENDENT CONTRACTOR

The Service Provider is engaged as an independent contractor. Nothing in this Agreement shall be interpreted to establish an employment relationship, joint venture, or partnership between the parties.

9. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control, including natural disasters, war, strikes, or government orders.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India, and any disputes shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, or agreements. No amendment shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For Client:

Signature: _____

Name: Suresh Mehta

Designation: Director, Greenfield Innovations Pvt. Ltd.

Date: _____

For Service Provider:

Signature: _____

Name: Ananya Roy

Designation: Founder, Roy Digital Solutions

Date: _____