

AASHWASAN SERVICE AGREEMENT

This Agreement ("Agreement") is made and entered into as of 2023-10-01 by and between:

Service Provider: Sachin Sharma, residing at Sector-24, Mumbai ("Service Provider")

Client: Arjav, residing at Sector-3, Delhi ("Client")

Aashwasan: Aashwasan, located at Delhi ("Aashwasan" or "Mediator")

WHEREAS, the Client desires to engage the Service Provider for specific services under the terms defined herein; and
WHEREAS, Aashwasan acts as a trusted mediator to ensure compliance with agreed terms and protect the interests of both parties.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Scope of Services

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

Service Description: The Service Provider will provide high-quality services as agreed upon by the Client and the Service Provider.

Timeline: Work shall be completed by a date mutually agreed upon by the Client and the Service Provider.

2. Contract Terms to be Fulfilled

The agreement is considered fulfilled only when:

' The Service Provider completes the services as per the agreed timeline and quality standards.

' The Client approves the deliverables and confirms satisfactory completion of the services.

3. Obligations of Parties

Client Obligations:

Provide necessary information, resources, and approvals for the Service Provider to complete the project.

Review and approve deliverables within 14 days.

Service Provider Obligations:

Complete the services as per the agreed timeline and quality standards.

Maintain confidentiality and professionalism in all interactions.

Aashwasan's Role:

Ensure compliance with contract terms.

Mediate disputes if necessary.

Act as an escrow agent, holding and releasing funds as per the agreement.

4. Fees and Expenses

Escrow Service Fee: Aashwasan shall charge a fee of 2%, which will be deducted from the final payout.

Additional expenses shall be allocated to the Client.

5. Deposit of Funds

The Client shall deposit 10,000 INR ("Escrow Funds") with Aashwasan.

These funds will remain in escrow until the services are completed per the agreed terms.

6. Release of Funds

Upon confirmation by the Client that the service is satisfactorily completed, Aashwasan shall release the Escrow Funds to the Service Provider.

If the Client fails to respond within 14 days after project completion, the funds will be automatically released unless a dispute is raised.

In the event of a dispute, the funds shall remain in escrow until resolved per Section 7 (Dispute Resolution).

7. Dispute Resolution

In case of a dispute, both parties agree to first attempt resolution through mutual discussion.

If unresolved within 30 days, the matter shall be referred to Aashwasan for mediation.

If mediation fails, the dispute shall be resolved through binding arbitration under the Arbitration and Conciliation Act, 1996.

8. Confidentiality & Intellectual Property

All project materials and information shared shall remain confidential.

Upon full payment, intellectual property rights of the deliverables shall be transferred to the Client unless otherwise agreed in writing.

9. Termination of Agreement

Either party may terminate the agreement with a 15 days' notice.

In case of termination, the Service Provider shall be compensated pro-rata for work completed up to that date.

If the Service Provider has not met contractual obligations, Aashwasan may withhold payment until the issue is resolved.

10. Force Majeure

Neither party shall be held liable for failure or delay in performing obligations due to circumstances beyond their control, including but not limited to natural disasters, government actions, wars, strikes, pandemics, or technological failures.

If such conditions persist for more than 30 days, either party may terminate the agreement with mutual consent.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

12. Entire Agreement & Amendments

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

Any amendments must be made in writing and signed by all parties.

If any provision of this Agreement is found to be invalid, the remaining provisions shall remain enforceable.

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

Client Signature: _____

Client Name: Arjav

Date: _____

Service Provider Signature: _____

Service Provider Name: Sachin Sharma

Date: _____