

# Letter of agreement

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This letter is useful in order to formalize an agreement between us, by specifying the terms and conditions that we have agreed.



**cookie inc.**

+91 99623 13298

No.9B, Uma Maheshwari Nagar 7th  
Cross Street, Kolathur, Chennai - 600 099

**This Freelance Service Agreement ("Agreement") is made and entered into as of the Effective Date by and between Cookie Inc., ("We/Us") and the Client ("You/Client"). This Agreement outlines the terms and conditions governing the provision of services by Us to You.**

**Dear Client,**

We are delighted to inform you that Cookie Inc., is ready to provide you with its services. This letter of agreement aims to define the terms and conditions of our collaboration.

**Please take note of the following clauses:**

### **Scope of Work**

**Cookie Inc.**, agree to provide the services as described in the project proposal, invoice, or any other document that defines the deliverables. The scope may include, but is not limited to, web development, mobile application development, UI/UX design, content writing, digital marketing, and AI/ML solutions.

### **Payment Terms**

- Payment shall be made in Indian Rupees (INR) as per the agreed terms outlined in the proposal or invoice.
- The Client agrees to pay an advance payment of ₹2,000 (non-refundable) before the project commences
- The final payment must be made before the final delivery of the project.
- Late payments beyond the agreed due date may incur additional charges.
- Additional work outside the agreed scope may be subject to extra charges.

## **Timelines & Deliverables**

- We will use commercially reasonable efforts to meet project deadlines.
- Any delay caused due to unforeseen circumstances shall be communicated in advance.
- Changes in scope may result in revised deadlines and pricing.

## **Confidentiality**

- Both parties agree to keep confidential information secure and not disclose it to third parties without prior written consent.
- Confidentiality obligations shall survive the termination of this Agreement.

## **Intellectual Property**

- Upon full payment, the ownership of the final deliverables will be transferred to You.
- We retain the right to showcase non-confidential aspects of the project in our portfolio.
- Any pre-existing intellectual property of Cookie remains Our sole property.

## **Revisions & Changes**

- We allow a limited number of revisions as specified in the project proposal.
- Additional revisions beyond the agreed limit may be charged separately.
- Major scope changes will require a new agreement or addendum.

## **Warranty & Support**

- We warrant that the work delivered will be free from defects and errors for a period of two (2) days from the date of final delivery.
- Any issues reported within this period will be resolved at no additional cost.
- Any modifications or additional features requested after this period may incur additional charges.

## **Termination**

- Either party may terminate this Agreement with prior written notice if the other party breaches any material obligation.
- In case of termination, all completed work must be paid for, and We shall provide You with any agreed-upon deliverables.

## **Liability & Indemnification**

- We shall not be liable for any indirect, incidental, or consequential damages arising from the use of Our services.
- You agree to indemnify Us against any claims arising from misuse of the deliverables.

## **Force Majeure**

Neither party shall be held liable for delays or failure in performance caused by events beyond their reasonable control, including but not limited to natural disasters, government actions, or technical failures.

## **Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of India. Any disputes shall first be resolved through good-faith negotiations. If unresolved, disputes may be settled through arbitration or legal proceedings in Indian courts.

## **Miscellaneous**

- This Agreement constitutes the entire understanding between both parties and supersedes all prior agreements.
- Any amendments must be in writing and signed by both parties.
- If any provision is found invalid, the remaining provisions shall remain in effect.

## **Closing Statement**

We sincerely appreciate the opportunity to collaborate with You and look forward to a successful partnership. Thank you for choosing Cookie, and we are excited to bring your vision to life. If you have any questions or require further assistance, please feel free to reach out.

By accepting this Agreement, both parties acknowledge and agree to the terms stated above.

**Signature of both parties**



**Cookie Inc.,**

+91 99623 13298

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