

# Freelancing Contract for CRM Software Development

This Contract (the "Contract") is made effective as of 27/05/2024, by and between **Fixit Expert** (the "Client") with its principal place of business located at **"Office B-40, B-41,B-42, Indira Bhawan, S P Marg, Civil Lince , Prayagraj, Uttar Pradesh, India 211001"**, and **Offcodes Studio** (the "Developer") with its principal place of business located at **"Noida, 201301 Uttar Pradesh, India"**.

## 1. Services

The Developer agrees to develop a Customer Relationship Management (CRM) software for the Client as per the specifications and requirements provided by the Client. The project is expected to be completed within 8 weeks from the start date of the project.

## 2. Payment Terms

The total cost for the development of the CRM software is 40,000 INR.

- The Client agrees to pay 30% of the total cost, amounting to 12,000 INR, as an upfront payment before the commencement of the project.
- The remaining 70% of the total cost, amounting to 28,000 INR, will be paid upon successful completion and delivery of the project.

## 3. Payment Schedule

- Upfront Payment: 12,000 INR due upon signing this contract.
- Final Payment: 28,000 INR due upon completion of the project and before delivery of the final product.

Payments shall be made to the Developer's bank account as follows:

- Bank Name: Axis Bank
- Account Number: 921010020325584
- IFSC Code: UTIB0004432
- UPI ID: 7388330250@paytm

## 4. Project Timeline

The project shall commence on **01/06/2024** and is expected to be completed by **31/08/2024**.

## 5. Deliverables

The Developer agrees to deliver the following:

- A fully functional CRM software as per the specifications agreed upon.
- Documentation detailing the software functionalities and usage.
- Installation of the CRM to the Client's Server

## **6. Additional Costs**

Any charges related to WhatsApp API and SMS usage must be paid directly by the Client to Facebook (Meta) or the respective service provider. These costs are not included in the total cost of 40,000 INR for the software development.

## **7. Intellectual Property Rights**

Upon receipt of the final payment, all intellectual property rights and ownership of the software will be transferred to the Client.

## **8. Confidentiality**

Both parties agree to maintain the confidentiality of all proprietary information received during the term of this contract. This confidentiality clause shall survive the termination of this contract.

## **9. Termination**

Either party may terminate this contract with written notice if the other party breaches any material term of this contract and fails to cure such breach within 14 days of receiving written notice of the breach. If the Developer fails to deliver the software as per the agreed specifications and timeline, the Developer agrees to return the upfront payment of 12,000 INR to the Client. If the Client decides to terminate the project mid-way for any reason other than a breach by the Developer, the upfront payment of 12,000 INR will not be refunded.

## **10. Governing Law**

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

## **11. Dispute Resolution**

In the event of any dispute arising out of or relating to this contract, the parties shall first attempt to resolve the dispute through amicable negotiations. If the dispute is not resolved within 30 days, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Prayagraj, India, and the language of arbitration shall be English.

## **12. Miscellaneous**

- This contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter.
- Any amendments or modifications to this contract must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Freelancing Contract as of the day and year first above written.

**For Fixit Expert:**

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Name:

Date:

**For Offcodes Studio:**

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Name: Ashutosh Sahu

Date: 27/05/2024