

**MR. AMAN SRIVASTAV**

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**SUBJECT : OUTSOURCED WEBSITE PROJECT AGREEMENT**

This Website Project Agreement (BDS Agreement) is entered into as of **12th of June 2023** between **Brandingwaale Webtech** ("Agency") and **Aman** ("Developer"). Agency and Developer shall collectively be referred to as the "Parties."

**Scope of Work**

1.1 Description of Services: Developer agrees to provide website development services as detailed in the Project Proposal and Scope of Work document provided to the client. This Scope of document will be provided separately.

1.2 Deliverables: Developer shall deliver the completed website, including all agreed-upon features, functionality, design elements, and content, as outlined in the Project Proposal.

1.3 Timeline: Developers shall use reasonable efforts to complete the website development within the estimated timeline specified i.e, from the starting date of **19th June, 2023** to ending date of **15th August, 2023**.



## Payment Terms

2.1 Compensation: In consideration for the services provided by the Developer, Agency agrees to pay the total project cost **of Rs.1,50,000** as outlined in the Project Proposal.

2.2 Payment Schedule: The payment shall be made according to the following schedule:

**A.** 10% upon signing this Agreement (Payment will be transferred within 3-4 Days).

**B. Milestone 1:**

15% upon completion of Admin Dashboard (Both Backend & Frontend).

**C. Milestone 2:**

15% upon completion of Master Franchise & Franchise (Both back-end & front-end).

**D. Milestone 3:**

15% upon completion of the Students & Teachers dashboard. (Up-to this, 80% of the total project should be completed).

**E. Milestone 4:**

45% upon final delivery and acceptance of the completed website.

2.3 Payment Method: Agency shall make all payments via Bank Transfer to the designated account provided by the Developer.

## Agency Responsibilities

3.1 Timely Response: Agency agrees to provide all necessary information, materials, and feedback promptly to enable the Developer to fulfil its obligations within the agreed timeline.

3.2 Content and Materials: Agency shall supply all content, including text, images, and multimedia elements, in a suitable digital format as specified by Developer.

3.3 Intellectual Property: Agency warrants that it has the necessary rights or permissions to use any content or materials provided to Developer, and shall indemnify Developer against any claims arising from the use of such content.



## Intellectual Property Rights

4.1 Ownership: Upon full payment and completion of the website, all intellectual property rights, including copyrights, pertaining to the website design, code, and other deliverables, shall be transferred to the Agency.

4.2 Third-party Materials: Agency acknowledges that third-party resources such as images, fonts, and software may be used in the website. Any necessary licences or permissions for the use of such resources shall be obtained by the Agency.

## Revisions and Change Requests

5.1 Change Requests: Agency may request changes or revisions to the website during the development process. Developer shall evaluate each change request and provide an estimate of any additional time required for implementation.

## Confidentiality

6.1 Non-Disclosure: Both Parties agree to keep confidential any proprietary or confidential information shared between them during the course of the project. This obligation shall survive the termination or expiration of this Agreement.

6.2 Complete Secrecy: During your period of employment, you will have to maintain complete secrecy on projects you will be working on, about clients and the company. Any confidential information shall not be shared with anyone from outside your team or department. Sharing of confidential information outside the company will be considered as a criminal offence.

## Dispute Resolution

8.1 Mediation and Arbitration: Any dispute arising from or relating to this Agreement shall be resolved amicably through negotiation and mediation. If mediation is unsuccessful, the dispute shall be submitted to binding arbitration.

8.2 Governing Law: This Agreement shall be governed by and construed without regard to its conflict of laws principles.



## Miscellaneous

9.1 Entire Agreement: This Agreement, including all attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements, whether written or verbal.

9.2 Amendments: Any amendments or modifications to this Agreement must be in writing and signed by both Parties. (Note : Minor Amendments can be done without any written agreement on the basis of both parties mutual Understanding)

9.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.4 Independent Contractors: The Parties are independent contractors, and nothing in this Agreement shall create a partnership, joint venture, or employer-employee relationship between them.

By signing below, the Parties hereby enter into a binding website development services agreement with one another.

Sandeep Gupta



Developer's Signature:



+91 96677 37755



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