



Homeosetu Software LLP

LLPIN: ACJ-5094, GSTIN: 27AARFH4767Q1Z9

The Bridge between Academic and Clinical Homeopathic Knowledge

WEBSITE DEVELOPMENT AND CONFIDENTIALITY AGREEMENT

This agreement (the "Agreement") is entered into by **Homeosetu Software LLP** ("Company") and _____ ("Website Developer").

Homeosetu Software LLP is established to empower passionate homeopathic doctors to practice homeopathy confidently every day by reimagining its literature, developing innovative tech products for a technology-driven world, and providing valuable insights through various study courses

This Memorandum of Understanding (MoU) is entered into on this ____ day of _____, _____ by and between:

1. **[Homeosetu Software LLP]**, an LLP registered under the laws of India, having its registered office at [address], hereinafter referred to as the "Company".
2. **[Mr Jay Mawari]**, having its principal office/residence at [Bhayandar,Mumbai], hereinafter referred to as the "Developer".

The Company and the Developer are hereinafter collectively referred to as the "Parties" and individually as the "Party".

1. Objective

The purpose of this MoU is to establish the terms and conditions under which the Developer will provide website development (www.homeosetu.com) and maintenance services to the Company.

2. Scope of Work

The Developer agrees to provide the following services:

- Designing and developing a fully functional website.
- Ensuring compatibility with major web browsers and mobile devices.
- Providing maintenance and support for the website for a period of - 1 Year.
- The Company will provide the necessary information, content, and materials to the Developer to facilitate the development of the website.

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3. Fees and Payment

- Payment Terms shall be as follows:
 - The Parties agree that the Developer shall be entitled to a Monthly Retainer INR 15000 for a period of 6 months, starting from 1 July 2025.
 - Review and Decision for Continuation:
 - a. At the end of the six - month period, both Parties agree to meet and discuss the possibility of continuing the arrangement.
 - b. Any extension or modification of the remuneration sharing terms shall be mutually agreed upon and documented in writing as an addendum to this MoU.
 - Payments shall be made monthly within 10 days of the end of the previous month.
 - No Ownership or Partnership Rights: This agreement does not grant the Developer any ownership, equity, or partnership rights in the Company.
 - Termination and Adjustments: The Company reserves the right to terminate or adjust the remuneration arrangement in case of any unforeseen circumstances, subject to mutual agreement and with a minimum notice period of 30 days.
 - Obligations of the Developer: The Developer is required to ensure the website's functionality, performance, and adherence to agreed-upon objectives throughout the period.

4. Confidentiality

Both Parties agree to maintain confidentiality with respect to any proprietary or sensitive information exchanged during the course of this project.

5. Hosting, Domain Ownership, Maintenance, IP Assignment

1. The Company shall retain full ownership of the website's domain name and hosting account upon completion of the project and payment in full.

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2. The Developer agrees to register the domain and hosting in the name of the Company or transfer the ownership rights to the Company upon request.
3. In Case of Maintenance of the website, the developer shall notify the Company about the same.
4. The Developer shall not claim any ownership rights or interest in the domain name, hosting account, or website content. All data, analytics, and user information collected via the website is owned by Company.
5. Developer hereby assigns to Company all rights, title, and interest in the Deliverables, including source code, graphics, and documentation
6. The Developer shall provide all necessary credentials to the Company upon project handover.

6. Term and Termination

This MoU shall remain in effect until the completion of the project or until terminated by either Party with [60] days' written notice.

Neither Party shall be held liable for failure or delay in performing its obligations under this MoU if such failure or delay arises due to unforeseen events beyond the reasonable control of the Party, including but not limited to acts of God, natural disasters, pandemics, strikes, war, riots, government regulations, or any other circumstances deemed as "Force Majeure".

In the event of Force Majeure (An event beyond a party's reasonable control, including natural disasters, strikes, or internet failures.) :

1. The affected Party shall notify the other Party in writing within 2 days of the occurrence of such event.
2. Both Parties shall make reasonable efforts to mitigate the effects of Force Majeure and resume normal operations as soon as possible.

Termination -

Either Party may terminate this MoU with immediate effect by providing written notice to the other Party under the following circumstances:

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TERMINATION CAUSES:

1. **Material Breach:** If the other Party commits a material breach of any terms or conditions of this MoU and fails to rectify such breach within 3 days of receiving written notice.
2. **Non-Performance:** If the Developer fails to meet critical project deadlines or deliverables without justifiable cause.
3. **Misconduct or Fraud:** If the other Party engages in unethical, fraudulent, or illegal activities in connection with this MoU.

Upon termination, the Developer shall:

1. Handover Transfer to the new developer with complete Knowledge transfer document.
2. Return or destroy all confidential information and materials as directed by the Company.
3. Cease all development activities.

7. Dispute Resolution

1. Any disputes arising under this MoU shall be resolved amicably between the Parties. In the event of failure to resolve, the matter shall be referred to arbitration in accordance with the [Indian Arbitration and Conciliation Act, 1996].

8. Post-Contract Handover

Upon completion of the project or termination of this MoU, the Developer shall:

1. Provide the Company with all source codes, design files, project documentation, and any other materials related to the website.
2. Transfer all relevant credentials, including hosting account details, domain registration details, and access permissions, to the Company.
3. Offer necessary training or guidance to the Company's personnel, if required, to ensure smooth operation and maintenance of the website.
4. Confirm in writing that all deliverables have been transferred and no proprietary content related to the project is retained by the Developer.

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9. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the Parties agree that:

1. The offending provision shall be modified to the minimum extent necessary to make it valid and enforceable; or, if modification is not possible,
2. Such provision shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.
3. The Parties shall endeavor to replace the invalid or unenforceable provision with a valid provision that most closely reflects the original intent of the Parties.

The invalidity, illegality, or unenforceability of any such provision shall not affect any other provision of this Agreement.

10. Governing Law

This MoU shall be governed by the laws of India and the jurisdiction of Vasai Taluka, Palghar District only.

Authorized Signatory: _____

For Homeosetu Software LLP

Name: [Dr Alpesh Oza]

Address :

Designation: [Designated Partner]

Date: [_____]

Authorized Signatory: _____

Name: **Mr Jay Mawari**

Address :

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Designation: [Website Developer]

Date: [_____]



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