

# Website Development Service Agreement

**Created by:**

Syvar Technology Pvt. Ltd.  
02/17/2025

**Prepared for:**

Everest Liquor  
Austin, Texas

**This Website Development Services Agreement** ("Agreement") is made and entered into on **02/16/2025** by and between **Syvar Technology Pvt. Ltd.**, with its registered office at Dhobighat, Lalitpur, Nepal (**VAT No: 610250028**) which will be referred to as "**Party A**", and **Everest Liquor ( Registration/identification No: .....)**, with its registered office at **11101 Burnet Rd A170 Austin, TX, 78758 and 1601 E 5th St. STE 103, Austin TX 78702, USA** which will be referred to as "**Party B**".

Each party designates the following individuals as their respective authorized representatives for the purposes of this Agreement: **Shirshak Sitaula, Chief Executive Officer** for Party A, and **Madhab Raj Bhandari, Founder/Managing Director** for Party B.

Party B has agreed to allow Party A to create, develop, test, and host a website according to the proposal.

Party A is interested in undertaking such work, and both parties mutually desire to set and agree to the following terms and conditions as listed.

## **1. Scope of Work**

The specific deliverables and project requirements shall be governed by the Scope of Work/proposal document which shall be reviewed and approved by the Parties as a document separate from this website development services agreement.

Party A's top priority is Party B's satisfaction. Therefore, Party A agrees to do its best to make sure website development is seamless and transparent. Depending on the scope of work, this complete website could take anywhere from **50 to 60 days**.

While Party A does all the heavy lifting, party B's input is an important function. Before any work begins party A will establish expectations. Our No. 1 priority is meeting Party B's requirements with a website you are proud to call your own.

Changes to this Agreement or any deliverables in this contract must be submitted in writing and approved by both parties.

## **2. Duties and Responsibilities**

### **a. Party A's Responsibilities**

- i. Party A agrees to complete the agreed-upon tasks and stages of the project within the specified timeframes, provided Party B meets their responsibilities as outlined above.
- ii. If delays occur due to factors within the Party A's control (e.g., technical issues, resource availability), the Party A must notify the Party B in writing, explaining the cause of the delay and providing a revised timeline.
- iii. Party A agrees to make reasonable efforts to minimize any delays and mitigate the impact on the overall project timeline.

- iv. Party B may request a proportional reduction in fees for the undelivered work or a partial refund based on the delay provided that Party A fails to deliver the work within the agreed timeframe. In that case,

#### **b. Party B's Responsibilities**

- i. Party B agrees to provide all required content (text, images, logos, etc.), approvals, and feedback within the agreed timeline.
- ii. Party B must review and approve design mockups, drafts, or any deliverables within a reasonable timeframe. Failure to do so may cause project delays.
- iii. If delays occur due to Party B's failure to meet any deadlines or provide necessary materials/approvals, Party A shall notify Party B in writing. A revised project timeline will be provided, and the Party B acknowledges that the overall project timeline may be impacted by such delays.
- iv. Party B understands and agrees that delays on their part may affect the final delivery date and may result in additional costs if extra work or extended timelines are required.

#### **c. General Provisions**

- i. If significant delays occur from either party, the other party may request the termination of this Agreement as outlined in the Termination Section [6](#).
- ii. Both parties agree that unforeseen circumstances (such as natural disasters) may cause delays, and in such cases, neither party shall be held liable for delays caused by these events.
- iii. Any extension date shall be regulated by the agreement between both parties.

### **3. Access and Authorization**

- a. Party A agrees to maintain a fresh copy of Party B's website on an offline server as a backup to the live site.
- b. Any modifications are expected to be completed within **60 business days** of Party A's acknowledgement depending on the level of repair or maintenance request.
- c. Party A agrees to provide reasonable access to any parties authorized by Party B for purposes of website audits, updates, or modifications.
- d. Party A agrees to keep Party B's request to completely hand over access to Party B after the completion of all the stages of development.

### **4. Design**

- a. Party A agrees to attain **design approval** from Party B before beginning development by submitting detailed design mockups for the review of the designated person from Party B
- b. Party B's website will not include any of the following unless previously agreed upon between both parties.
  - i. Any destructive, crude, insulting, harassing, violent, sexual or any other inappropriate contents
  - ii. Any invisible fields or pages.
- c. All materials to be supplied by Party B must be provided with compatible file types and sizes.
- d. Until final approval, no portions of the above site will be made available to end users without the correct password and username combination.
- e. Upon completion and approval of its stage, or upon the termination of this Agreement, whichever occurs earlier, Party A shall deliver any and all materials developed in the course of its performance under this Agreement and any other items deemed necessary for the operation of Party B.
- f. Documentation shall be delivered in electronic format as agreed upon by both parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.
- g. Party A agrees they shall maintain website back-ups and one set of the final materials provided for a term up to If this Agreement is terminated prematurely or after the agreed backup term, Party A will destroy any and all copies, files, and documents related to this website development services agreement.

## 5. Pricing

### a. Total Project Cost

The total cost for the website development project is **NRs. 2,00,000**. The payments are subjected to the additional 13% VAT which is not included in total costs, to the Government of Nepal and any other taxes incurred during the process in any countries involved.

### b. Payment Schedule

- i. **60% Advance Payment:** Party B agrees to pay **60% of the total cost (NRs. 120,000)** before the project begins. This payment is due upon signing this Agreement and before any work commences.
- ii. **40% Final Payment:** The remaining **40% of the total cost (NRs. 80,000)** shall be paid within **8 months** after the completion of the project. The final

payment will be due after the Party B's approval and after the website has been fully developed and delivered

### **c. Installment Plan for Final Payment**

To ease the payment of the remaining 40%, the Party B can choose one of the following payment options:

- i. Monthly Installment: NRs. 10,000 per month for a duration of 8 months.
- ii. A lump sum payment of 40% upon completion of the project
- iii. A lump sum payment of 40% at the conclusion of the 8-month period.

### **d. Additional Costs**

- i. Any extra costs for third-party services (e.g., APIs, payment gateways) are the responsibility of Party B unless otherwise agreed in writing.
- ii. Party A will notify **Party B** in writing if third-party services are required. **Party B** must approve these costs in writing before proceeding.
- iii. **Party B** is responsible for third-party service costs. Party A is not liable for disruptions, price changes, or terminations of these services.

### **e. Late Payments**

In the event that Party B fails to make any installment payment on time, Party A reserves the right to suspend the website services or take further action as outlined in the Agreement.

### **f. Invoices**

Party A will issue invoices for every billing. Party B agrees to make payment within **3-4 business days** of receiving the invoice.

## **6. Termination of Contract**

### **a. Termination of Contract**

- i. Both parties can agree to terminate the contract at any given time provided that Party B agrees to pay for any work completed up to the termination date.
- ii. Termination must be communicated through written notice (via email or certified mail) to and from both parties.
- iii. Party A may cancel this Agreement if necessary, including due to non-payment, lack of cooperation, or other breaches of the Agreement by Party B.
- iv. Upon termination, Party A will issue a final invoice for any completed work, non-billed time, and incurred costs.

### **b. Final Invoice and Payment**

- i. In the event of termination (by either Party), Party A shall issue a final invoice for work completed up to the termination date.
- ii. The final invoice will include any unbilled time, materials, and associated costs.

- iii. Party B agrees to pay the final invoice within the payment terms outlined in Section [5](#) of this Agreement.

### **c. Effect of Termination**

- i. Upon termination, both Parties will cease all further obligations under this Agreement.
- ii. The termination does not affect any obligations that survive termination, including payment obligations and warranties.

## **7. Conflict Resolution**

This agreement shall be governed by **Part 5 of the National Civil Code, 2074 of Nepal**. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

## **8. Acceptance**

By signing below on behalf of the designated parties, hereby enter into a binding website development services agreement with one another.

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Shirshak Sitaula  
Designation: CEO  
[info@syvar.com.np](mailto:info@syvar.com.np)  
Syvar Technology Pvt. Ltd.  
Date: 02/16/2025

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Madhab Raj Bhandari  
Designation: Chairman  
[madhav@gmail.com](mailto:madhav@gmail.com)  
Everest Liquor  
Date:

### **Witness**

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Aviyan Khatiwada  
Designation: Marketing Manager  
[info@syvar.com.np](mailto:info@syvar.com.np)  
Syvar Technology Pvt. Ltd.  
Date: 02/16/2025

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Madhab Raj Bhandari  
[madhav@gmail.com](mailto:madhav@gmail.com)  
Everest Liquor  
Date: