

Business Contract with mlco.ai

This Agreement is made and executed for a duration of (no of) working days, excluding Sundays, commencing from the date of signature by the client on this agreement, dated _____, and concluding on_____ (both days inclusive), between Agency, incorporated under the provisions of the Companies Act, 1956, (hereinafter referred to as "Agency"), which term shall mean and include its successors and permitted assigns, of the ONE PART.

As per this agreement, both parties have agreed to abide by the following terms and conditions:

1. Appointment of Agency

The client hereby appoints the agency to provide (services) .

1. Scope of Work

(TECH)

3. Date of Commencement and Duration of Agreement

This agreement will be effective from_____, and both parties shall abide by it for a period of duration of (no. of) working days, excluding Sundays, ending on _____. The agreement may be renewed only after mutual agreement by both parties.

4. Confidentiality

Both the agency and the client shall maintain confidentiality regarding any information received from one another and shall not disclose it to others without prior consent or compliance with statutory requirements.

5. Governing Laws

Both parties must comply with all statutory regulations. Any dispute (including non-contractual disputes or claims) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Jaipur (Rajasthan).

6. Agency Fees and Remuneration

The total payment for the project has been agreed upon by both parties at INR _____. Any out-of-pocket expenses, such as outstation travel, stay, software, etc., incurred by the agency as part of this assignment, will be borne by the client only after specific approval from the Client.

Additional charges for any other services, including (additional services) will be charged separately.

7. Payment and Refund Terms

% Payment: INR ----- is due at the time of presenting the final design on the 3rd day.

Remaining % Payment: INR ----- is due upon the completion of the (service), before the final handover and launch.

Additional Costs:

Any changes or additional iterations requested by the Client beyond the agreed scope will incur additional costs, which will be communicated and agreed upon before proceeding.

8. Force Majeure

Both the client and the agency shall not be liable for any default, delay, or lapse occurring due to events beyond their control, including but not limited to riots, strikes, theft, war, or acts of God and/or nature.

9. Modification of Terms

Any changes in the terms and conditions contained herein shall be effective only prospectively and shall be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

10. Waiver

The failure of either party at any time to enforce any provision of this Agreement will not affect its right to require full performance by the other party subsequently. Any waiver will be valid only if recorded in writing and signed by the authorized officials of the client and the agency.

11. Termination

The client or the agency may terminate this agreement by providing a written notice with a penalty of ₹ -----. The parties' obligations as per this agreement shall remain in force during the notice period.

12. Arbitration

All and any disputes and differences if any shall be settled by arbitration in the manner hereinafter provided

- The venue of the arbitration shall be Jaipur

- In the event of arbitrators' award being not acceptable to either party, the parties shall be free to seek lawful remedies under the law of India and the jurisdiction for the same shall be courts at Jaipur in the State of Rajasthan .

13. Agency Policy

a. If the client becomes involved in any legal offense or crime due to the products or services promoted by **Agency**, the agency is not liable for any legal issues, as the agency is solely a service provider.

b. If the client causes a delay in providing **Agency** with the content or material or documents asked for, the agency will still count it as a working day, and the client will be liable. However, if the delay is from the agency's end, we will not count it as a working day and will provide the client with the services for the total duration as discussed.

14. Acceptance

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

Agency signature

Client signature

Date of Signing