

Business Contract with FeedFixx

This Agreement is made and executed for a duration of **20 (twenty) days**, commencing from the date of signature by the client on this agreement, dated **[10/07/2025]**, and concluding on **[30/07/2025]** (both days inclusive), between **SARVAYA**, a Creative Agency incorporated under the provisions of the Companies Act, 1956, with its registered office located at **Jaipur** (hereinafter referred to as "**the Agency**"), which term shall include its successors and permitted assigns, of the ONE PART, and **Ritu, Proprietor of FeedFixx** (hereinafter referred to as "**the Client**"), of the OTHER PART.

1. Appointment of the Agency

The Client hereby appoints SARVAYA to design and develop a custom Shopify website for **Lusso Chocolates**, as per the terms outlined in this agreement.

2. Scope of Work

2.1 Website Development

SARVAYA will build a custom Shopify website for **Lusso Chocolates** with visual inspiration and functionality drawn from **chocolove.in**, customized to reflect Lusso Chocolates' unique branding, content, and product catalog.

2.2 Deliverables

- Custom Shopify theme setup
- Homepage, Product Pages, About, Contact, and Policy Pages
- UI/UX layout aligned with client inspiration (chocolove.in)
- Mobile and desktop responsiveness
- Banner placeholders and styling (banners to be provided by client)
- Product upload support (up to 50 products; more will be billable separately)
- Shopify app integration for essential store functionalities

- SEO (meta titles, alt tags, structure)

2.3 Timeline

The project will be completed within **20 business days** (excluding Saturdays and Sundays) from the date of receiving all required content and credentials from the client.

Note:

- The timeline may vary depending on the volume and nature of revisions.
 - The Agency will keep the Client informed throughout the process to ensure a smooth and timely workflow.
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3. Client Responsibilities

- Provide all brand assets, **banners, product images, website content** (text, policies, etc.), domain/Shopify access, and reference inspirations in a timely manner.
- Review and respond to feedback or queries within 24–48 hours.
- Purchase Shopify plan, theme, or premium apps (if required).

Delays in content or access provision may result in timeline extensions, for which the Agency shall not be held responsible.

4. Project Cost & Payment Terms

- **Total Project Cost:** ₹17,000 (inclusive of design & development; exclusive of Shopify subscriptions or paid apps)
 - **Payment Terms:**
 - 50% Advance (₹8,500) payable within 24 hours of signing this agreement
 - 50% Balance (₹8,500) upon final delivery and before website handover
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5. Hosting & Deployment

- The website will be deployed on the client's Shopify store.
 - The client must ensure their Shopify subscription is active for deployment.
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6. Confidentiality

Both parties shall keep confidential any information shared during the course of this engagement and shall not disclose it without prior written consent unless required by law.

7. Governing Law

This agreement shall be governed in accordance with the laws of India. Any disputes will fall under the jurisdiction of the courts located in **Jaipur, Rajasthan**.

8. Termination

Either party may terminate this agreement by providing a written notice.

- If the **Client terminates the project after work has commenced**, a **cancellation fee of ₹2,000** shall be applicable, which will be deducted from the advance or billed separately.
- If the **Agency terminates the project**, all work completed up to that point will be handed over to the Client and any unused portion of the payment will be refunded.

The obligations of both parties under this agreement shall remain in force during the notice period.

9. Force Majeure

Neither party shall be liable for any delays or failure in performance due to events beyond their reasonable control, including acts of nature, war, government regulations, or internet outages.

10. Evaluation

The project's progress and deliverables may be reviewed after key milestones or at the halfway point of the agreed duration.

11. Modifications

Any changes to this agreement must be made in writing and signed by both parties.

12. Non-Solicitation

Neither party shall employ or offer employment to the other party's personnel for a period of one year from the termination of this agreement without prior written consent.

13. SARVAYA Policies

- a. SARVAYA shall not be liable for any legal issues arising from the Client's products, services, or business practices.
 - b. If the Client delays in providing content or access, the timeline will not be extended. If delays are caused by the Agency, equivalent working days will be added to the timeline.
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14. Acceptance

By signing this agreement, both parties confirm their understanding and acceptance of the terms outlined above.

SARVAYA
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