

Service Agreement

This Service Agreement ("Agreement") is entered into on 24th August, 2024, by and between:

Client: Client: Connect Brands LLC

Address: 2093 Philadelphia Pike, Suite 418, Claymont, DE 19703

Email: davi@ippax.com

Service Provider: Mehul Sethia

Address: 771/A, Block-P, New Alipore, Kolkata, West Bengal, India - 700053

Email: sethiamehul14@gmail.com

Project Name: "Hijacker Alert App Development"

1. Scope of Work

1.1 Project Scope: The Service Provider agrees to develop a web-based application ("Hijacker Alert App") that monitors Amazon listings for unauthorized sellers (hijackers) and provides real-time alerts using the Amazon SP-API. The key features include:

- Monitoring product listings.
- Identifying authorized sellers.
- Comparing active sellers against the authorized list.
- Notifying the brand owner with actionable insights.
- Regular monitoring, updates, and a user dashboard.

1.2 Milestones & Deliverables:

- **Milestone 1** (25% Payment): Project initiation and setup. Includes the finalization of design and initial development setup.
- **Milestone 2** (50% Payment): Completion of major features, including core functionalities like Amazon SP-API integration, detection logic, and alert system.
- **Milestone 3** (25% Payment): Final delivery, including all source code, end-to-end testing, and deployment assistance.

1.3 Timelines:

- The project is estimated to be completed within 1 month from the commencement date. Detailed timelines for each milestone will be agreed upon after the initial design approval.

1.4 Figma Design Approval:

- The final design approved in Figma will act as the single source of truth. Post design approval, no additional changes will be acknowledged unless mutually agreed upon. Any scope additions will be subject to additional charges and timeline adjustments based on feature evaluation.
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2. Payment Terms

2.1 **Total Project Cost:** \$3,500

2.2 Payment Schedule:

- **Upfront Payment (25%):** \$875 due before starting the development.
- **Milestone Payment (50%):** \$1,750 due upon completion of the major features.
- **Final Payment (25%):** \$875 due upon final project delivery, including source code, documentation, and deployment support.

2.3 All payments are non-refundable. Delayed payments may result in project delays.

3. Ownership and Intellectual Property Rights

3.1 Upon full payment of the total project cost, all ownership and intellectual property rights for the code, designs, and related deliverables shall be transferred to the Client.

3.2 The Service Provider agrees that no part of the work created for this project will be reused, repurposed, or sold to third parties.

4. Confidentiality

4.1 Both parties agree to maintain strict confidentiality regarding any proprietary or sensitive information exchanged during this project. This confidentiality obligation remains in effect indefinitely, even after the project's completion.

5. Revisions and Changes

5.1 Revisions to the scope of the project after the Figma design approval will not be acknowledged unless mutually agreed upon. Figma design should act as the single source of truth, and Bubble development would exactly replicate the design approved on Figma.

5.2 Any additional changes or features requested beyond the agreed scope will be evaluated separately, and additional charges and timeline extensions will be communicated accordingly.

6. Termination Clause

6.1 Either party may terminate this agreement by providing a written notice at least two (2) weeks prior to the desired termination date.

6.2 In the event of termination:

- The Client will pay for any completed work up to the termination date.
 - The Service Provider will deliver all completed deliverables, provided payments have been made in full.
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7. Communication

7.1 Both parties agree to maintain regular communication throughout the project. The preferred communication methods will be [insert preferred tools like Zoom, Slack, Email].

7.2 Weekly progress updates will be shared by the Service Provider. Additional meetings may be scheduled twice or thrice a week, depending on the project's needs.

8. Testing and QA

8.1 The Service Provider will conduct thorough testing and QA in both development and production environments before the final delivery.

8.2 The app will be delivered only after ensuring all features function as expected, with bug fixes applied during the testing phase.

9. Final Deliverables

9.1 Upon completion, the following deliverables will be provided to the Client:

- Source code and documentation.
- Deployment assistance, including guidance on hosting the Bubble app.
- Backup plan and data management strategy.

9.2 The Client is responsible for setting up the necessary accounts and infrastructure, including:

- A Bubble account with the Growth Plan for hosting the app.
 - A domain for the app.
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10. Post-Launch Support

10.1 The Service Provider agrees to provide ongoing maintenance and support for a monthly fee of \$500. This includes:

- Regular maintenance and bug fixes.
- Server monitoring and performance checks.

10.2 New feature development or significant enhancements are not covered under the maintenance plan and will be charged separately based on feature evaluation.

11. Signatures

By signing below, both parties agree to the terms outlined in this Service Agreement.

Client:

Name Davi Maciel Maia Menezes

Signature: 

Date: 08/23/2024

Service Provider:

Name: Mehul Sethia

Mehul Sethia

Signature:

Date: 24/08/2024

Signature page for Contract and Statement of Work between Connect Brands and Mehul Sethia.

This Contract and Statement of Work ("SOW") are entered into as of August 24, 2024 between Connect Brands and Mehul Sethia. Connect Brands and Mehul Sethia agree to be bound by 1) the contract terms uploaded to the Contra platform by Client or Independent that are set forth above ("Contract") and 2) the following SOW hereby incorporated and made a part of the Contract. Connect Brands and Mehul Sethia acknowledge they have reviewed and understand the terms of the Contract and SOW and further acknowledge they are signing this signature page in lieu of signing any signature block that may be contained in the above Contract terms.

Statement of Work.

Fee Structure	Milestone
Total earnings	\$3,500.00
Contract Start Date	August 24, 2024
Contract End Date	September 21, 2024

Milestones

Milestone deliverable: Upfront Payment (25%)

Due date: August 24, 2024

Payment: \$875.00

Milestone deliverable: Milestone Payment (50%)

Due date: September 7, 2024

Payment: \$1,750.00

Milestone deliverable: Final Payment (25%)

Due date: September 21, 2024

Payment: \$875.00

Project scope

Project Scope: The Service Provider agrees to develop a web-based application ("Hijacker Alert App") that monitors Amazon listings for unauthorized sellers (hijackers) and provides real-time alerts using the Amazon SP-API. The key features include:

Monitoring product listings.

Identifying authorized sellers.

Comparing active sellers against the authorized list.

Notifying the brand owner with actionable insights.

Regular monitoring, updates, and a user dashboard.

Order of Precedence. Connect Brands and Mehul Sethia represent and warrant they have carefully read, understand and accept Contra's Terms of Service (<https://contra.com/terms>) and agree their acceptance of these Terms of Service is a precondition to entering into this Contract and SOW. Any inconsistencies among the Contract, SOW or Contra's Terms of Service shall be resolved according to the following order of descending precedence: TOS, SOW, Contract.

Electronic Signatures. Unless prohibited by applicable law, Connect Brands and Mehul Sethia consent to use electronic signatures to execute this Contract and SOW and agree that such signatures are valid and binding on the parties. The authorized signatures of Client and Independent below signify their understanding and voluntary acceptance of the terms of this Contract and SOW.

The authorized signatures of Client and Independent below signify their understanding and voluntary acceptance of the terms of this Contract and Addendum.

CLIENT: Connect Brands

INDEPENDENT: Mehul Sethia

Signature: Davi Maciel Maia Menezes

Name of individual signing

Title: Connect Brands

Company title of individual signing

Date: August 24, 2024

Signature: Mehul Sethia

Name of individual signing

Date: August 24, 2024