DigiKat Client Project Agreement

This Client Project Agreement ("Agreement") is entered into by and between DigiKat Pty Ltd ("DigiKat") and the Client ("Client"), as identified below. This Agreement outlines the legally binding terms and conditions governing the project(s) DigiKat will undertake for the Client. By signing this Agreement, both parties agree to be legally bound by its terms.

1. Intention to Create Legal Relations

Both DigiKat and the Client acknowledge their intention to create legal relations through this Agreement. This intent is demonstrated by the actions and conduct of the parties in entering into this legally binding contract.

2. Client Information

- **Client Name**: _____
- **Role/Position of Authority:** _____
- **Company Name**: _____
- **Address**: _____
- **Email**: _____
- **Phone**: _____

3. Project Type and Scope

Please select the type of project:

HubSpot Onboarding/ Website Development/ Custom Integrations/ Business Consultations (AI or Systems)

Project Overview: A detailed description of the project scope, goals, and deliverables will be provided as an addendum or linked document. For specific details, refer to the project proposal document available at: [Insert Link- to Project Specifics].

4. Consideration

In exchange for the services provided by DigiKat, the Client agrees to pay the agreed-upon fees outlined in Section 7 (Payment Terms). Both parties acknowledge that this exchange constitutes adequate and valuable consideration, making this Agreement legally enforceable.

5. Legal Capacity

Both parties confirm they have the legal capacity to enter into this Agreement. The Client represents that they are not a minor, have no mental impairments, and are not otherwise disqualified from entering into contracts.

6. Timeline and Milestones

Project Timeline:

- Start Date: _____
- Estimated Completion Date: _____

Milestones:

1. _____
2. _____
3. _____
4. _____
5. _____

Considerations: A Consideration period of [Insert Duration] may apply to account for unforeseen delays.

7. Payment Terms

1. **Payment Schedule**:
   - Initial Deposit: [Insert Percentage] due upon signing this Agreement;
   - Milestone Payments: [Insert Milestones and Amounts];
   - Milestone Payments: [Insert Milestones and Amounts];
   - Milestone Payments: [Insert Milestones and Amounts];
   - Final Payment: [Insert Percentage] due upon project completion.

2. **Late Payments**:
   - Payments not made within 2 [Business Days] days of the due date may incur a late fee of [Insert Percentage/Flat Fee];
   - Non-payment of the issued invoice by the preset date (detailed in the terms above), may result in project suspension and breach of related policy terms;

8. Offer and Acceptance

This Agreement constitutes an offer by DigiKat to provide specific services listed in Section 3. Acceptance by the Client is evidenced through signing this Agreement and/or making the initial payment as stipulated in Section 7.

9. Responsibilities

9.1 DigiKat Responsibilities

- Deliver the project as per the agreed scope and timeline;
- Maintain regular communication and provide status updates;
- Address any client concerns or issues in a timely manner.

9.2 Client Responsibilities

- Provide accurate information, timely feedback, and necessary resources (e.g., branding assets, access credentials);
- Adhere to the **Client Responsibility Policy**;
- Make payments as per the agreed schedule terms.

Failure to meet these responsibilities may result in project delays and/or additional costs.

10. Change Management

Any changes to the project scope must be submitted using the **Change Request Form**. Approved changes may:

- Extend the project timeline;
- Result in additional costs;
- Alter previously agreed deliverables and terms;
- Project 'reviews'- 6 Project item reviews are included within the contract terms, staged throughout the different stages of the project, before additional costs may be incurred by the client which are detailed within the Review Policy.

11. Refund and Reimbursement Policy

Refunds will not be issued for project delays. Delays will be addressed with revised timelines or value-added services. For full details, refer to the **Refund and Reimbursement Policy**.

12. Dispute Resolution

All disputes must follow the process outlined in the **Dispute Resolution Policy**. Failure to engage in this process or taking unauthorized actions (e.g., chargebacks, public complaints) may result in forfeiture of claims.

13. Confidentiality

Both parties agree to maintain the confidentiality of proprietary or sensitive information shared during the project. This obligation remains in effect after project completion.

14. Termination

This Agreement may be terminated by either party with 30 days days' upon receiving written notice. Upon termination:

- The Client will pay for all completed work (including developed aspects in advance of current stage items/tasks) up to the termination date.
- Any outstanding payments must be settled within 7 days of the invoice being issued.

15. Force Majeure

DigiKat is not liable for delays or disruptions caused by unforeseen events beyond reasonable control, including natural disasters, client unresponsiveness, or technical disruptions.

16. Governing Law

This Agreement is governed by the laws of [Insert Jurisdiction].

17. Description of Services

The specific terms of the services, including but not limited to deliverables, timelines, and payment amounts, will be detailed in the project proposal linked herein at Section 6.

18. Acknowledgment and Acceptance

By signing below, both parties acknowledge and agree to the terms of this Agreement, as well as the linked policies and documents contained within.

Client Signature: _____

Date: _____

DigiKat Representative Signature: _____

Date: _____