

WEBSITE DEVELOPMENT AGREEMENT

YVR Diamonds Premium E-Commerce Platform - Final Consolidated Scope

Developer	ORBIT RADIX TECHNOLOGY
Authorized Representative	Manoj Kumar
Developer Address	F-21, Laxminath Aasra Complex, Jaipur, Rajasthan, India - 303702
Client	YVR Diamonds
Client Address	135 East 62nd Avenue, Vancouver, BC, V5X 2E7, Canada
Technology	Laravel and MySQL with responsive Laravel web frontend
Delivery Period	25 working days from Project Start Date
Total Project Fee	INR 62,505.00, excluding applicable taxes, transfer charges and third-party fees
Effective Date	_____

This Agreement becomes binding when signed by both Parties.

This final consolidated version incorporates the agreed pre-signing scope clarification without any additional development fee.

1. Parties and Agreement

1.1 Developer.

ORBIT RADIX TECHNOLOGY, represented by Manoj Kumar, with its business address at F-21, Laxminath Aasra Complex, Jaipur, Rajasthan, India - 303702 ("Developer").

1.2 Client.

YVR Diamonds, located at 135 East 62nd Avenue, Vancouver, British Columbia, V5X 2E7, Canada ("Client").

1.3 Project.

Developer will design, develop, test and deploy a premium Canadian diamond and jewellery e-commerce website using Laravel and MySQL, including the marketing-ready presentation, four core commerce workflows, Build Your Ring functionality, administration tools, checkout and the other functions described in this Agreement.

1.4 Contract Documents.

This Agreement, Schedule A, the YVR Diamonds Final Pre-Signing Scope Confirmation and the YVR Diamonds Website Requirements & Quotation Brief together form the agreed functional scope. The original Requirements & Quotation Brief remains binding except where a requirement is expressly amended, limited or excluded in a later written document signed or accepted by both Parties. If two provisions conflict, the more specific and later mutually agreed written provision will control.

2. Project Objectives

- Create a premium, minimal, elegant, timeless and trust-first digital storefront for YVR Diamonds using the sapphire-blue brand direction (#0B3A75), supported by white, silver, black and restrained neutral greys.
- Support direct e-commerce checkout together with consultation-led selling for high-intent and custom purchases.
- Present In-Stock Jewellery, Ready-to-Order Catalogue Jewellery, Custom Jewellery and Loose Diamonds accurately and transparently.
- Deliver a mobile-first experience suitable for customers in Canada, with strong product education, clean interactions and high-quality media handling.
- Provide a modular, maintainable Laravel/MySQL foundation that can support future documented APIs, supplier integrations and other extensions without requiring the core commerce platform to be rebuilt from scratch.
- Avoid misleading product visuals, unsupported badges, fake urgency or claims that are not supported by Client-approved information.

3. Scope of Work

3.1 Stage A - Marketing-Ready Landing Page

- Premium responsive homepage/landing page with YVR Diamonds brand direction, navigation, strong whitespace, precise typography, cinematic product presentation and clear calls to action.
- Featured collections, selected products and presentation of in-stock, ready-to-order, custom jewellery and loose-diamond offerings.
- Brand story, trust, certification, secure-payment and educational sections.
- Custom jewellery inquiry, book-a-consultation, WhatsApp click-to-chat, contact and newsletter forms.
- Essential legal-page placeholders and SEO foundations, subject to Client-approved legal copy and content.
- Responsive testing for desktop, tablet and mobile.

3.2 Stage B - Laravel/MySQL E-Commerce Platform

3.2.1 Core catalogue and four product workflows

- Four commercially different workflows: In-Stock Jewellery, Ready-to-Order Catalogue Jewellery, Custom Jewellery and Loose Diamonds.
- Category, collection and tag management; luxury grid/list presentation; sorting; controlled pagination/loading.
- Search across product name, public SKU, category, collection, diamond shape and relevant keywords.
- Filters including availability, product type, price, metal, metal colour, natural/lab-grown, shape, carat, colour, clarity, cut, certification lab and relevant size/variation fields.
- Product statuses including draft, active, hidden, sold and archived.
- Customer-facing actions based on availability: Buy/Add to Cart, Select Options, Request Final Price, Check Availability, Book Consultation or Enquire.
- Supplier identity, supplier URLs/SKUs, supplier costs, margins, sourcing notes, API/feed identifiers and private commercial rules will remain hidden from public pages.

3.2.2 Product detail pages and specifications

- Product name, public SKU, product type, collection, short/full description, price or starting price, availability, fulfilment estimate, inventory status, tags and SEO fields.
- Jewellery fields where applicable: metal type/purity/colour, product weight, ring size, chain length, dimensions, setting, closure, care instructions, country of origin and variation-specific data.
- Diamond fields where applicable: natural/lab-grown, shape, carat, colour, clarity, cut, polish, symmetry, fluorescence, measurements, table, depth, certification laboratory, certificate number/link, centre-stone data, side-stone data, diamond count and total carat weight.
- Empty or irrelevant specification fields will not be displayed publicly.
- Certificates and related links/media will be displayed where supplied and applicable.

3.2.3 Product media - images, video and 360/3D

- Each applicable product page will support an ordered high-resolution image gallery and zoom.
- Product pages will support video playback on desktop and mobile for compatible Client-supplied or supplier-provided media. Video will not autoplay with sound.
- Authorized admin users will be able to add, remove, reorder and replace product videos without code changes.
- 360-degree / 3D media will be supported where compatible assets or supplier-provided media are available. Loose-diamond 360/magnified supplier media will be prioritized where available; finished jewellery may use 360/3D selectively where it adds value.
- The media gallery will gracefully fall back to images/video when 360/3D media is not available.
- Large video and 360/3D assets will lazy-load or load on interaction where practical to protect mobile performance.
- The Developer is not responsible for producing photography, video, 3D models, renders or AI visuals unless separately agreed. Client/supplier assets remain subject to their usage rights and technical compatibility.
- Renders, AI-enhanced scenes or supplier visualizations will not be presented as proof that an exact item is physically in stock.

3.2.4 Build Your Ring - Included

- Customer can start with a loose diamond and then choose a compatible setting.
- Customer can start with a setting and then choose a compatible loose diamond.
- Selections will persist when the user moves backward or forward through the builder.
- Relevant filters/options will include, where applicable: natural/lab-grown, shape, carat, colour, clarity, cut, certification, price, setting style, metal, metal colour/purity and ring size.
- Only compatible diamond/setting combinations will be presented where compatibility rules apply.
- Final review will show the selected diamond, selected setting, relevant options, combined price/price breakdown, availability/lead time and the next customer action.
- The customer can proceed to checkout where the configuration is directly purchasable, or request consultation / WhatsApp enquiry where final confirmation is required.
- The Ring Builder will use the same underlying product, diamond, pricing, variation, availability and inventory records as the normal catalogue wherever reasonably practical.
- The architecture/data model will be structured so future supplier/API diamond feeds can be integrated without requiring the Ring Builder to be rebuilt from scratch. Live supplier/API feed integration itself remains excluded unless expressly stated elsewhere in this Agreement.

3.2.5 Cart, checkout, payment, tax and shipping

- Persistent cart with add/remove/update quantity, selected variations, product image, subtotal, estimated shipping/tax and final total.
- Prevent purchase above confirmed stock and protect one-of-one diamonds/jewellery from overselling.
- Guest checkout will be supported unless both Parties agree otherwise in writing.
- Stripe checkout in CAD, subject to Client providing an approved Stripe account and credentials.
- Cards plus Apple Pay and Google Pay will be enabled through Stripe where available and successfully testable, subject to Client Stripe account configuration, browser/device eligibility and regional/provider requirements.
- Payment status will be confirmed using secure Stripe verification/webhooks rather than relying only on a browser success page. Duplicate-event/order protection is included.
- Failed/cancelled checkout, refund, partial refund and relevant payment status handling will be supported within the agreed Stripe flow.
- No raw payment card data will be stored by YVR Diamonds or the custom application.
- Canadian tax settings will remain configurable and will not be permanently hard-coded without Client approval.
- Configurable Canadian shipping zones, flat rate/free-shipping threshold options, unsupported-address prevention, tracking number and shipping confirmation will be supported.
- Rules for insured/signature-required handling for high-value orders may be configured where approved by YVR Diamonds and supported by the selected fulfilment process.

3.2.6 Inventory, orders and supplier-control requirements

- Inventory by SKU and variation, automatic reduction after confirmed payment, low-stock/out-of-stock controls and one-of-one item protection.
- Sold-product visibility options and a basic inventory adjustment history/audit trail.
- Last supplier availability verification field for catalogue and loose-diamond records.
- Order statuses including paid, processing, ready, shipped, delivered, cancelled, refunded and partially refunded.
- Separate payment and fulfilment status, internal notes, tracking number, export/printable order summary and refund/cancellation record.

3.2.7 Custom jewellery, consultation and WhatsApp

- Custom jewellery form capturing name, email, phone, preferred contact method, jewellery type, budget range, metal, diamond preference, desired date, message, reference-image upload and required consent.
- Secure storage, validation/spam protection, internal notification and customer receipt confirmation.
- Internal lead stages such as New, Contacted, Consultation Booked, Quote Sent, Won, Lost and Follow Up.
- WhatsApp click-to-chat from applicable product pages with product name, public SKU and product URL prefilled.
- Book Consultation actions placed naturally on high-intent pages and product pages.

3.2.8 Admin dashboard - day-to-day control

- Create, edit, duplicate, archive and safely remove products; manage all four product types and their specifications.
- Manage variations, prices, inventory, availability and fulfilment information.
- Upload/reorder images, product video and compatible 360/3D media.
- Manage categories, collections, homepage content, banners, featured items, FAQs, contact information, social links and legal-page content.
- Manage public SKUs, certificates and product SEO fields.
- Import/export product data using a documented CSV format.
- Manage Ring Builder-compatible products/settings/options and related media.
- Restrict supplier costs, internal references, integrations and sensitive settings by role.
- Manage standard marketing/educational content without code.

3.2.9 Mobile-first, performance and accessibility

- Home, navigation, filters, product galleries, video, 360/3D, Ring Builder, certificates, consultation, WhatsApp, cart and checkout will be usable on modern mobile devices.
- Responsive images, correct dimensions, modern formats, compression, lazy loading, caching/code splitting where applicable, optimized fonts and restrained third-party scripts will be used as reasonably appropriate for the Laravel stack.
- Real mobile-network testing will be performed before acceptance for the principal customer journeys.
- Target good Core Web Vitals on major public pages, subject to approved media, hosting, network conditions and third-party tools.
- WCAG 2.1 AA-oriented implementation including keyboard navigation, visible focus, labels, understandable errors, adequate contrast, semantic headings, alt text, usable zoom and accessible controls.
- Main customer journeys will be tested on recent iPhone Safari, Android Chrome, desktop Chrome, Safari and Edge.

3.2.10 Security, backups and privacy

- HTTPS across production, secure admin authentication, role permissions, CSRF protection, input validation, rate limiting, login protection, secure cookies/environment secrets and validated file uploads.
- Stripe webhook verification and duplicate-order protection.
- Administrator-level two-factor authentication (2FA) using a standard supported implementation.
- A production backup and recovery process for the database and required media/configuration will be documented and configured to the extent supported by the Client-selected hosting/services. Any paid backup/storage service remains a Client expense.
- Reasonable error monitoring and audit logging for sensitive actions where practical within the agreed platform.
- Collect only necessary personal data, separate service communication from marketing consent, avoid preselected marketing consent and support unsubscribe/data access/deletion processes as required by Client-approved legal policy.

3.2.11 SEO, structured data and AI-search readiness

The objective is technical readiness and discoverability, not a guarantee that Google, ChatGPT or any other search or AI system will rank, recommend or surface YVR Diamonds.

- Editable titles/descriptions, clean URLs, canonical tags, XML sitemap, robots controls, Open Graph, alt text, heading hierarchy, redirects, custom 404 and draft/no-index controls.
- Structured data appropriate to visible content, including Product/ProductGroup, Organization, BreadcrumbList and LocalBusiness where applicable; review/video markup only where it meets platform requirements.

- Important product and educational content will be available in crawlable textual form and reachable through normal internal links, not only through internal search or JavaScript-only interaction.
- Google Search Console verification will be supported when Client provides account access.
- Public pages intended for discovery will not intentionally block approved search crawlers such as Googlebot or OpenAI OAI-SearchBot, subject to YVR Diamonds final robots.txt policy and third-party CDN/WAF settings.
- Editable education/content structure for pages such as Diamond Education, Natural vs Lab-Grown, Certification, Diamond Shapes/4Cs, Ring Size, Jewellery Care, Shipping/Returns, FAQs and Custom Jewellery.
- Clear business identity, contact/location information, policies, product specifications and authentic Client-approved reviews/testimonials may be used to strengthen trust and entity understanding.

3.2.12 Analytics and conversion tracking

- Google Analytics 4, Google Search Console and Meta Pixel setup when Client supplies valid account access.
- Track product/list views, search, add/remove cart, begin checkout, available payment/shipping stages, confirmed purchase, lead, consultation request and WhatsApp click.
- Purchase events will be implemented to avoid duplicate purchase events on normal page refresh.
- Ring Builder events will include at minimum: Ring Builder Started, Diamond Selected, Setting Selected and Ring Builder Completed.
- Video/360 interaction events may be tracked where reasonably practical and useful.

3.3 Included Project Deliverables

- Discovery session and confirmed requirements summary.
- Sitemap and customer-flow documentation.
- Desktop and mobile UI/UX designs with up to two consolidated revision rounds.
- Responsive Laravel frontend, MySQL database and secure administration area.
- Staging environment and production deployment assistance.
- Initial setup/import of up to 25 complete product records using complete data and media supplied by Client, plus a documented CSV template.
- Source-code repository handover after full payment.
- One remote admin training session of up to two hours and basic operating documentation.
- Thirty calendar days of post-launch defect support for reproducible issues within the signed scope.

4. Technology and Architecture

Component	Agreed Implementation
Application	Laravel (current stable production version at project kickoff)
Database	MySQL
Frontend	Responsive HTML, CSS and JavaScript integrated with Laravel; Blade or equivalent Laravel view layer
Architecture	Modular Laravel structure designed for maintainability, performance and future API/integration readiness
Payments	Stripe in CAD; cards plus Apple Pay/Google Pay where available and supported
Environments	Local development, staging and production
Security	HTTPS, authentication, role permissions, 2FA for administrator-level accounts, validation, CSRF protection, rate limiting, secure file uploads and protected environment secrets
Ownership	Client receives project source code, database schema, approved designs, agreed documentation and repository access after full payment, excluding third-party proprietary components

The agreed Laravel/MySQL architecture replaces the original preferred Next.js + Laravel API approach for this Project. The Developer confirms that the agreed alternative will be implemented in a modular and maintainable manner and structured to support future documented APIs and integrations. Future third-party integrations themselves remain outside the current fee unless expressly included in this Agreement.

5. Delivery Schedule

The target delivery period is 25 working days beginning on the later of: (a) signature of this Agreement; (b) receipt of Milestone 1 payment; and (c) receipt of the minimum Client inputs required to start. The resulting date is the "Project Start Date."

Working Days	Phase	Primary Output
1-3	Discovery and planning	Requirements confirmation, sitemap, data model, compatibility rules and project setup
4-7	UI/UX and landing page	Desktop/mobile design direction and marketing-ready landing page build
8-17	Core development	Catalogue, four product workflows, product pages/media, Build Your Ring, search/filters and admin modules
18-21	Commerce and integrations	Cart, Stripe, Apple Pay/Google Pay where available, tax/shipping, orders, inventory, inquiries, emails, analytics and SEO technical setup
22-24	QA and Client UAT	Responsive/browser testing, media/Ring Builder/checkout testing, corrections and acceptance review
25	Launch and handover	Production deployment, training, repository/credentials handover and release documentation

Schedule condition: Client review delays, missing or incompatible product/media assets, missing content, third-party approval delays, credentials/access delays, scope changes outside this Agreement or force-majeure events extend the schedule by the corresponding number of affected working days.

6. Project Fee and Three Payment Milestones

Total fixed project fee: INR 62,505.00 (Indian Rupees Sixty-Two Thousand Five Hundred Five only), excluding applicable taxes, transfer charges and third-party recurring/provider fees.

No additional development fee applies to the functionality expressly included in this final consolidated Agreement, including the confirmed Build Your Ring, product video support, applicable 360/3D media support, administrator 2FA, mobile/accessibility requirements, SEO/AI-search readiness and analytics/conversion tracking described herein.

Milestone	Trigger / Deliverable	Share	Amount (INR)	Payment Due
1	Agreement signing, project kickoff, discovery and design initiation	1/3	20,835.00	In advance
2	Marketing-ready landing page and core Laravel/MySQL platform available on staging for Client review	1/3	20,835.00	On staging milestone approval
3	Client UAT completion and final approval; payable before production deployment, source-code handover and credentials release	1/3	20,835.00	Before production deployment

6.1 Payment Instructions.

All milestone payments shall be made in INR against the applicable invoice using the following bank or UPI details:

Account Holder / Beneficiary	Manoj Kumar Chahar
Bank	State Bank of India (SBI)
Account Number	61225660638
IFSC Code	SBIN0032024
PhonePe	8104057472
UPI ID	mmginfoitech777@ybl

Payment is treated as received only after cleared funds are credited. Client should verify the above details with the Developer before the first transfer. Any change to payment details is valid only when confirmed in writing by Manoj Kumar on behalf of ORBIT RADIX TECHNOLOGY.

6.2 Late or Unpaid Amounts.

Developer may pause work, withhold deployment, credentials or source-code handover while any undisputed invoice is overdue. The delivery schedule will move by the duration of the pause.

6.3 Taxes and Bank Charges.

Each Party is responsible for its own taxes. Any applicable sales tax, GST/HST, withholding or reporting requirement will be handled as required by law. The project fee is denominated and payable in Indian Rupees (INR). Client will bear conversion, remittance, intermediary-bank and transfer charges so that Developer receives the full invoiced INR amount.

7. Client Responsibilities

- Provide timely approvals, a single authorized point of contact and consolidated feedback.
- Provide or approve logo, brand assets, sapphire-blue direction, typography, product data, public SKUs, prices, availability, compatibility rules, certificates, photography/video/360/3D media and usage rights.
- Provide approved shipping, return, refund/cancellation, warranty, privacy, terms, accessibility and other legal content. Developer does not provide legal advice.
- Provide domain, hosting/server, Stripe, analytics, email-service, Search Console, Meta and social-account access required for integration.
- Ensure all supplied content, product claims, certificates, pricing and media are lawful, accurate, non-infringing and approved for publication.
- Review each submitted milestone within two business days. Silence after a written reminder may be treated as schedule-impacting delay, but not as final acceptance.

8. Design Revisions and Change Requests

8.1 Included Revisions.

The fixed fee includes up to two consolidated design revision rounds before final design approval. Corrections required to meet the signed scope are not counted as change requests.

8.2 Change Requests.

Any feature, workflow, integration, content volume or design direction outside this final consolidated Agreement requires a written change request stating any resulting price and schedule impact. Developer is not required to begin out-of-scope changed work until approved in writing.

8.3 Rework After Approval.

Material rework requested after a page, design or workflow has been approved is additional/out-of-scope work unless caused by Developer's failure to meet the approved specification.

9. Testing, Acceptance and Launch

9.1 Staging Review.

Developer will provide a staging link for Client testing. Client will conduct user acceptance testing and report reproducible defects in one consolidated list.

9.2 Acceptance Criteria.

- Approved desktop and mobile designs are implemented materially as agreed.

- All four product workflows, catalogue, products, variations, specifications and private supplier-data controls operate correctly.
- Search and filters work on desktop and mobile.
- Product images, video and agreed compatible 360/3D media work correctly.
- Build Your Ring works according to the included scope, including both starting paths, compatibility filtering, persistence and final review.
- Stripe can create a verified paid order in test or live mode as agreed; Apple Pay/Google Pay are tested where available and eligible.
- Inventory, stock protection and one-of-one protection operate correctly.
- Tax, shipping, refund and transactional-email flows are tested.
- Custom inquiry, consultation and WhatsApp flows work.
- Analytics/conversion events are verified without duplicate purchase events on normal page refresh.
- SEO technical implementation, structured data and crawl/index controls are in place.
- Mobile/browser testing is completed for major customer journeys.
- No critical or high-priority defects within the signed scope remain.
- Required documentation, training, repository/source code and credentials are handed over according to this Agreement after payment obligations are satisfied.

9.3 Deemed Acceptance.

If Client launches, uses the website commercially, or does not provide a consolidated rejection notice identifying material scope defects within five business days after final UAT delivery, the Project will be deemed accepted, without limiting the defect-support obligations in Section 12.

9.4 Production Launch.

Production deployment is performed after Milestone 3 payment and receipt of production credentials. Live payment testing depends on Client, Stripe and wallet/payment-provider readiness.

10. Intellectual Property and Ownership

10.1 Project Work Product.

Upon full payment, Client owns the final custom source code, database schema, approved designs and project documentation created specifically for the Project.

10.2 Developer Materials.

Developer retains ownership of pre-existing frameworks, generic libraries, reusable utilities, know-how and development methods. Client receives a perpetual licence to use any such embedded materials as part of the delivered website.

10.3 Third-Party Components.

Open-source and third-party software remain subject to their own licences. Paid licences, subscriptions and services are not transferred unless the provider permits transfer and the related fees have been paid.

10.4 Business-Critical Accounts and Handover.

Repository, hosting, domain, Stripe, analytics and other business-critical accounts should be Client-controlled wherever practical, with Developer collaborator access. After full payment, Developer will provide agreed source code, database schema, documentation and required deployment credentials in its possession.

10.5 Portfolio Use.

Developer may identify YVR Diamonds as a client and show publicly released, non-confidential screenshots in its portfolio after launch, unless Client objects in writing before launch.

11. Confidentiality, Privacy and Data

11.1 Confidential Information.

Each Party will protect non-public business, supplier, pricing, credential, customer and technical information and use it only for this Project.

11.2 Restricted Supplier Information.

Supplier identity, supplier URLs/SKUs, supplier cost, margin, internal sourcing notes, API credentials and feed identifiers must not be publicly displayed unless Client expressly approves.

11.3 Personal Data.

Developer will implement reasonable technical controls and collect only the data required for the agreed workflows. Client is responsible for approving privacy wording, retention requirements and lawful marketing consent.

11.4 Credentials.

Credentials must be shared through a secure channel. Each Party will promptly notify the other of suspected unauthorized access.

12. Warranty and Post-Launch Support

12.1 Defect Support.

For 30 calendar days after production launch, Developer will correct reproducible defects that cause the delivered website to fail the signed scope, without additional development charges.

12.2 Exclusions from Warranty.

The defect period excludes new features outside the signed scope, content changes, third-party outages or policy changes, hosting issues outside Developer control, malware or unauthorized changes, unsupported browser/device conditions, and changes made by Client or another vendor.

12.3 Maintenance.

Ongoing maintenance, routine content updates, security monitoring, ongoing backup administration, server administration and feature development after the defect period require a separate maintenance agreement.

13. Hosting, Services, Backups and Recurring Costs

- Domain registration, hosting/cloud server, SSL if not included with hosting, email delivery, storage/CDN, Stripe/provider charges, analytics/advertising accounts, paid backup/storage services and any paid plugins or third-party services are Client expenses.
- Developer will disclose any proposed paid component required for launch before purchase or implementation.
- The Project includes configuration/documentation of the agreed production backup and recovery process to the extent supported by the Client-selected hosting/services; recurring service charges and ongoing monitoring/administration are not part of the fixed development fee.
- Developer is not responsible for third-party outages, account suspension, pricing changes, approval delays or discontinued APIs, but will reasonably assist with diagnosis during the included defect period when the issue is within the Developer-controlled implementation.

14. Express Exclusions

Unless added through a later signed change request, the following are not included in the INR 62,505.00 fee:

- RapNet or IDEX live inventory integration, live supplier feed synchronization or other third-party supplier/API integrations. The architecture will remain ready for future integration, but the integrations themselves are not included unless expressly stated.
- Financing integration, multi-currency checkout, international tax calculation or international carrier-calculated shipping.
- Advanced WhatsApp API/chatbot automation, CRM automation or appointment-booking automation beyond the included click-to-chat and consultation/lead workflows.
- Native mobile applications, augmented-reality (AR) try-on, ERP/accounting integration or marketplace/vendor modules.
- Customer accounts, wishlist, product reviews or discount engine unless separately approved in writing.
- Product photography, video production, 360/3D model creation, AI visual creation, copywriting, translation or legal drafting.
- Initial product setup above 25 complete product records or data cleaning of incomplete/inconsistent catalogues.
- Ongoing hosting administration, routine content entry, SEO campaigns, advertising management, ongoing backup monitoring or maintenance after the included support period.

For clarity: Build Your Ring, product video playback/management, compatible 360/3D media support, administrator 2FA, technical SEO/AI-search readiness and the analytics/conversion tracking expressly described in this Agreement are INCLUDED and are not exclusions.

15. Delays, Suspension and Force Majeure

15.1 Client Delay.

If Client delays feedback, content, compatible media/assets, credentials, approvals or payment, Developer may revise the schedule and resource allocation. A delay exceeding 15 calendar days may require a revised completion date; any restart fee would apply only if separately agreed in writing.

15.2 Force Majeure.

Neither Party is liable for delay caused by events beyond reasonable control, including internet or utility failure, government action, natural disaster, war, labour disruption, epidemic, third-party platform outage or cyberattack not caused by that Party's negligence.

16. Termination

16.1 Termination for Breach.

Either Party may terminate this Agreement if the other Party materially breaches it and fails to cure the breach within ten business days after written notice.

16.2 Client Convenience Termination.

Client may terminate for convenience by written notice. Payments already made are non-refundable to the extent earned, and Client must pay for completed work, committed third-party costs and approved work in progress up to the termination date.

16.3 Handover on Termination.

After all amounts due are paid, Developer will provide available completed work in its then-current state. Unpaid work, deployment and source-code release may be withheld.

17. Liability

17.1 No Indirect Damages.

To the maximum extent permitted by law, neither Party is liable for indirect, incidental, special, punitive or consequential damages, including loss of profit, goodwill or anticipated savings.

17.2 Liability Cap.

Developer's aggregate liability arising from this Agreement will not exceed the amount actually paid to Developer under this Agreement, except for fraud, wilful misconduct, confidentiality breach or liability that cannot legally be limited.

17.3 Commercial Decisions.

Client is responsible for product claims, prices, inventory accuracy, tax/legal policies, product certificates, shipping promises and business decisions. Developer implements approved information but does not independently verify gemological, legal, tax or accounting accuracy.

18. Dispute Resolution and Governing Law

18.1 Good-Faith Resolution.

The Parties will first attempt to resolve any dispute through good-faith negotiation between authorized representatives for at least 15 calendar days after written notice.

18.2 Governing Law and Venue.

This Agreement is governed by the laws of the Province of British Columbia and the applicable federal laws of Canada, without regard to conflict-of-law principles. Subject to Section 18.1, the courts located in Vancouver, British Columbia will have exclusive jurisdiction, unless the Parties agree in writing to mediation or arbitration.

19. General Terms

19.1 Independent Contractor.

Developer is an independent contractor and not an employee, partner, agent or joint venturer of Client.

19.2 Assignment.

Neither Party may assign this Agreement without the other Party's written consent, except as part of a bona fide sale or reorganization of substantially all relevant business assets.

19.3 Notices.

Formal notices must be sent by email and, for termination or dispute notices, also by courier or another traceable method to the addresses stated in this Agreement or later notified in writing.

19.4 Entire Agreement.

This final consolidated Agreement, Schedule A, the Final Pre-Signing Scope Confirmation and the Requirements & Quotation Brief constitute the complete agreement regarding the Project, subject to the priority rule in Section 1.4. Amendments after signature must be in writing and accepted by both Parties.

19.5 Electronic Signatures.

Electronic signatures and counterparts are valid and together form one instrument.

19.6 Severability and Waiver.

If any provision is unenforceable, the remaining provisions continue in effect. Failure to enforce a provision is not a waiver of future enforcement.

Schedule A - Final Scope Summary and Commercial Assumptions

Item	Included	Commercial Assumption / Limit
Landing page / premium homepage	Yes	Included in Stage A; responsive desktop/tablet/mobile
Laravel + MySQL platform	Yes	Single production website with staging during development; modular Laravel architecture
Original Requirements & Quotation Brief in binding scope	Yes	Subject to express amendments/limits in the later mutually agreed documents
Four product workflows	Yes	In-stock, ready-to-order, custom jewellery and loose diamonds
Catalogue / search / sorting / filters	Yes	As described in Section 3
Premium product pages / specifications / certificates	Yes	Applicable fields shown; irrelevant empty fields hidden
Product video support	Yes	Playback plus admin add/remove/reorder/replace; Client/supplier provides media
360 / 3D media support where applicable	Yes	Compatible Client/supplier assets only; creation of 3D models/media excluded
Build Your Ring	Yes	Start with diamond or setting; compatibility, persistence, final review and checkout/enquiry flow
Stripe CAD checkout	Yes	Client supplies approved account and credentials
Apple Pay / Google Pay	Yes	Via Stripe where available and eligible; subject to provider/device/browser/region
Inventory / one-of-one protection	Yes	SKU/variation inventory and overselling protection
Custom jewellery / consultation / WhatsApp	Yes	Forms, lead stages, email notices and click-to-chat
Admin dashboard / content / product / media management	Yes	Products, content, orders, inventory, Ring Builder settings, media and core settings
Mobile-first / performance / accessibility	Yes	WCAG 2.1 AA-oriented implementation and cross-device/browser testing
Security / roles / administrator 2FA	Yes	Standard security controls plus administrator-level 2FA
Backup / recovery process	Yes	Configured/documented where supported; paid services and ongoing monitoring are Client expenses
SEO / structured data / AI-search readiness	Yes	Technical readiness only; no ranking/recommendation guarantee
GA4 / Search Console / Meta Pixel	Yes	Client supplies valid account access
Conversion events including Ring Builder events	Yes	Reasonable implementation as described; avoid duplicate purchase event on normal refresh
Initial product setup	Yes	Up to 25 complete product records supplied by Client
Design revisions	Yes	Two consolidated rounds before final design approval
Training / operating documentation	Yes	One remote session, maximum two hours, plus basic operating documentation
Repository / source code / credentials handover	Yes	After full payment and subject to third-party proprietary restrictions
Defect support	Yes	30 calendar days after launch for signed-scope defects
Hosting/domain/paid third-party services	No - Client expense	Paid directly by Client; Developer discloses required paid components before implementation
Future live supplier/API integrations	No	Architecture ready; live feeds/integrations only through later written agreement
Additional development fee for confirmed scope	No	Total development fee remains INR 62,505.00

20. Signatures

The authorized representatives below confirm that they have read, understood and agreed to this final consolidated Agreement, including Schedule A and the incorporated scope documents described in Section 1.4.

DEVELOPER ORBIT RADIX TECHNOLOGY	CLIENT YVR Diamonds
Authorized Representative: Manoj Kumar	Authorized Representative: _____
Title: Proprietor / Authorized Signatory	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Address / Payment Contact: F-21, Laxminath Aasra Complex, Jaipur, Rajasthan, India - 303702 PhonePe: 8104057472 UPI: mmginfotech777@ybl	Address / Email / Phone: 135 East 62nd Avenue, Vancouver, BC, V5X 2E7 _____

Project Fee: INR 62,505.00 | Delivery: 25 working days | Three payment milestones