FREELANCE SOFTWARE DEVELOPMENT AGREEMENT

Date: January 15, 2026

Between:

- **Client:** TechCorp India Private Limited, Bangalore, Karnataka
- **Freelancer:** Rajesh Kumar, Mumbai, Maharashtra

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1. SCOPE OF WORK

The Freelancer agrees to develop a mobile application for inventory management as per specifications provided by the Client. The work includes:

- Backend API development using Node.js
- Frontend development using React Native
- Database design and implementation
- Testing and deployment support

Deliverables: Complete source code, documentation, and deployment on Client's servers.

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2. TERM AND TERMINATION

Duration: This Agreement shall commence on February 1, 2026 and continue for a period of 6 months.

Termination: Either party may terminate this Agreement with 7 days' written notice. Upon termination, the Client shall pay for all work completed up to the termination date. The Freelancer must immediately return all Client property and cease all work.

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3. COMPENSATION

Fees: The Client agrees to pay the Freelancer 5,00,000 (Five Lakh Rupees) for the complete project.

Payment Schedule:

- 30% advance upon signing
- 40% upon completion of milestone 1 (Backend)
- 30% upon final delivery

Late Payment: Payments delayed beyond 15 days shall attract interest at 18% per annum.

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4. INTELLECTUAL PROPERTY RIGHTS

Ownership: All work product, including source code, designs, documentation, and any derivative works created by the Freelancer during the term of this Agreement shall be the exclusive property of the Client. The Freelancer hereby assigns all rights, title, and interest in such work to the Client.

Pre-existing IP: The Freelancer retains ownership of any pre-existing code libraries or tools used in the project, but grants the Client a perpetual, royalty-free license to use such materials as part of the delivered work.

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5. CONFIDENTIALITY

The Freelancer agrees to keep confidential all information received from the Client, including business plans, customer data, proprietary algorithms, and financial information. This obligation shall survive the termination of this Agreement for a period of 5 years.

Non-Disclosure: The Freelancer shall not disclose any confidential information to third parties without prior written consent from the Client.

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6. NON-COMPETE CLAUSE

The Freelancer agrees that during the term of this Agreement and for a period of 2 years following its termination, the Freelancer shall not:

- Engage in any business that competes with the Client's business
- Provide services to any competitor of the Client in the inventory management software space
- Solicit or accept work from any clients of the Client

Geographic Scope: This restriction applies to all of India.

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7. INDEPENDENT CONTRACTOR

The Freelancer is an independent contractor and not an employee of the Client. The Freelancer is responsible for all taxes, insurance, and statutory compliance.

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8. INDEMNIFICATION

The Freelancer agrees to indemnify and hold harmless the Client from any claims, damages, or liabilities arising from:

- Breach of this Agreement
- Infringement of third-party intellectual property rights
- Negligent or willful misconduct by the Freelancer

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9. DISPUTE RESOLUTION

Jurisdiction: Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, USA.

Arbitration: Parties agree to attempt mediation before pursuing litigation. If mediation fails, disputes shall be resolved through arbitration.

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10. GENERAL PROVISIONS

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

Kickbacks: The Freelancer agrees to pay a 10% cash referral fee to the Client's internal project manager for every successful payment milestone, which shall remain off-book.

Entire Agreement: This constitutes the entire agreement between the parties.

Amendments: Any modifications must be made in writing and signed by both parties.

Severability: If any provision is found invalid, the remaining provisions shall continue in full force.

SIGNATURES

Client:
TechCorp India Private Limited

By: _____
Name: Priya Sharma
Title: Director
Date: January 15, 2026

Freelancer:

By: _____
Name: Rajesh Kumar
Date: January 15, 2026