

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (the “**Agreement**”) is entered into on this 22nd day of August, 2025.

BETWEEN:

FreshHarvest Organics Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at 101, First Floor, Pride Plaza, Senapati Bapat Road, Pune, Maharashtra - 411016, India (hereinafter referred to as the “**Client**”),
AND

CodeGenius Infotech LLP, a Limited Liability Partnership registered under the LLP Act, 2008, with its principal place of business at 3rd Floor, Innovate IT Park, Vashi, Navi Mumbai, Maharashtra - 400703, India (hereinafter referred to as the “**Developer**”).

(The Client and the Developer are hereinafter collectively referred to as the “**Parties**”).

WHEREAS:

A. The Client is engaged in the business of retailing organic food products and wishes to develop a mobile application for its e-commerce operations.

B. The Developer is in the business of providing software development services and has agreed to develop the mobile application for the Client.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The Developer shall design, develop, test, and deliver a mobile application for iOS and Android platforms, tentatively named "FreshHarvest" (the “**Software**”). The detailed scope of work, features, functionalities, and deliverables are specified in the Statement of Work (SOW) attached hereto as Annexure A.

2. TOTAL PROJECT COST

The total fixed cost for the services described in Annexure A shall be ₹15,00,000/- (Rupees Fifteen Lakh only), exclusive of applicable Goods and Services Tax (GST).

3. PAYMENT SCHEDULE

The total project cost shall be payable by the Client to the Developer in the following milestone-based installments:

- a. 30% Advance: ₹4,50,000/- upon signing this Agreement.
- b. 30% Milestone 1: ₹4,50,000/- upon Client's approval of the UI/UX designs and wireframes.
- c. 30% Milestone 2: ₹4,50,000/- upon delivery of the first functional beta version for testing.
- d. 10% Final Payment: ₹1,50,000/- upon successful deployment of the Software to the Apple App Store and Google Play Store and completion of Acceptance Testing.

4. ACCEPTANCE TESTING

Upon final delivery of the Software, the Client shall have a period of fourteen (14) business days (the "Acceptance Period") to test the Software to confirm that it functions in accordance with the specifications in the SOW. If any material defects are found, the Client shall provide a written report to the Developer, who shall rectify the same at no additional cost. The Software shall be deemed accepted if the Client does not provide any notice of non-conformity within the Acceptance Period.

5. INTELLECTUAL PROPERTY RIGHTS

Upon receipt of the full and final payment by the Developer, all rights, title, and interest, including all intellectual property rights, in and to the custom-developed source code, object code, and associated documentation of the Software shall be transferred to and vest exclusively with the Client. The Developer shall retain ownership of any of its pre-existing tools, libraries, or proprietary technology used in developing the Software.

6. CHANGE REQUESTS

Any changes or additions to the scope of work defined in Annexure A must be submitted in writing as a Change Request. If the Developer agrees to the change, a formal Change Order will be issued, specifying the impact on the project cost and timeline, which must be signed by both Parties.

7. WARRANTY AND SUPPORT

The Developer warrants that for a period of ninety (90) days following the final acceptance (the "Warranty Period"), the Software will be free from material bugs and defects. During the Warranty Period, the Developer shall provide support services to fix any such bugs or defects at no additional cost.

8. CONFIDENTIALITY

Each Party agrees to keep confidential all technical, business, and financial information received from the other Party during the course of this Agreement.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Parties agree that the competent courts in Mumbai, Maharashtra shall have exclusive jurisdiction over any disputes arising hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For FreshHarvest Organics Pvt. Ltd.

Name: Rina Mehta

Title: Director

For CodeGenius Infotech LLP

Name: Sameer Shah

Title: Designated Partner

ANNEXURE A STATEMENT OF WORK (SOW)

Project: "FreshHarvest" Mobile Application Development

1. Key Deliverables:

- iOS Mobile Application (compatible with latest iOS version)
- Android Mobile Application (compatible with Android versions 9.0 and above)
- Web-based Admin Panel for managing users, products, and orders.

2. Core Features of the Mobile Applications:

- User Registration and Login (Email/Mobile OTP/Social Media)
- Product Catalogue with search and filter functionality
- Shopping Cart and Wishlist
- Secure Online Payment Gateway Integration (Razorpay/PayU)
- Order Tracking and History
- Push Notifications for offers and order status updates
- Customer Profile Management

3. Timeline:

- **Phase 1: UI/UX Design** - 4 Weeks from Project Start
- **Phase 2: Development & Alpha Build** - 10 Weeks
- **Phase 3: Beta Testing & Revisions** - 4 Weeks
- **Phase 4: Final Deployment & Acceptance** - 2 Weeks
- **Estimated Total Project Duration:** 20 Weeks