AGREEMENT FOR DEVELOPMENT AND MAINTENANCE OF GOLD WALLET APPLICATION

This Agreement ("Agreement") is made on this **___** day of **____, 20** ("Effective Date"),

BETWEEN

[Jeweller's Legal Name], a company/firm registered under the laws of India, having its registered office at [Address] (hereinafter referred to as the "Client" or "Jeweller", which expression shall, unless repugnant to the context, include its successors and permitted assigns),

AND

[Software Company's Legal Name], a company registered under the Companies Act, 2013 (or LLP Act, 2008, as applicable), having its registered office at [Address] (hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The Client and the Service Provider are individually referred to as a "Party" and collectively as the "Parties".

---

1. Purpose

The Client engages the Service Provider to design, develop, implement, and maintain a mobile application named **"Gold Wallet"** for the digital purchase, accumulation, and redemption of gold by the Client's customers, subject to the terms of this Agreement.

---

2. Scope of Services

The Service Provider shall provide the following services:

2.1 **App Development:** Design, coding, testing, and deployment of the Gold Wallet App (Android/iOS/Web as agreed).

2.2 **Integration:** Secure integration with UPI payment UTR Updates with approval from Client's

backend systems.

2.3 **Maintenance & Support:** Provide regular updates, bug fixes, and technical support for [X years].

2.4 **Hosting & Security:** Ensure that the App and associated databases are hosted securely with industry-standard encryption and security protocols.

2.5 **Compliance:** Implement features to support FAQ, privacy, and data protection requirements as per Indian laws.

---

3. Deliverables & Timelines

3.1 Development milestones, deliverables of the application can be done in 2 working days and shall be mutually agreed with both parties at the time of signing this Agreement.

3.2 Delays not caused by the Service Provider shall not be considered a breach.

---

4. Fees & Payment Terms

4.1 The Client agrees to pay the Service Provider:

- **Development Fees:** ₹ 11,000 (one-time) payable as per agreed milestones.

- **Annual Maintenance Fees (AMC):** per year is included in the Transaction/Service Charges.

- **Transaction/Service Charges :** ₹ 500 per user per year paid on the month joining the platform. Monthly invoice will be visible in the owner application login at the end of the month.

4.2 Payments shall be subject to applicable taxes and paid within 10 days of invoice.

---

5. Intellectual Property Rights (IPR)

5.1 The source code, designs, documentation, and App developed under this Agreement shall remain the **property of the Service Provider as this is a transactional service model**.

5.2 The Service Provider shall retain rights to any pre-existing tools, libraries, or frameworks used in development.

5.3 The Service Provider can reuse, resell, the copy of the app to other clients without any data breach and without client's data.

---

6. Data Ownership & Privacy

6.1 All customer data, profile details, transaction history, and related information shall be the **exclusive property of the Client**.
 6.2 The Service Provider shall act only as a data processor and shall not misuse, sell, or disclose customer data.
 6.3 Both Parties agree to comply with the **Information Technology Act, 2000, SPDI Rules, 2011, and the Digital Personal Data Protection Act, 2023**.

---

7. Confidentiality

Both Parties agree to maintain confidentiality of proprietary information and customer data, both during and after the term of this Agreement.

---

8. Warranties & Disclaimers

8.1 The Service Provider warrants that the App will function as per agreed specifications.
8.2 Except as expressly provided, the Service Provider disclaims all warranties, including fitness for purpose or uninterrupted error-free service.
8.3 The Client acknowledges that gold price data, payment confirmations, and customer actions are outside the Service Provider's control.

---

9. Indemnity & Liability

9.1 The Service Provider shall indemnify the Client against claims arising from intellectual property infringement or negligence in App development.
9.2 The Client shall indemnify the Service Provider against claims arising from misuse of the App, customer disputes, or gold pricing policies.
9.3 Neither Party shall be liable for indirect or consequential damages.

9.4 The Service Provider's total liability shall not exceed the total fees paid under this Agreement in the preceding 12 months.

9.5 The Service Provider will not be responsible or liable to any one for any transaction happening on the platform between the end customer and owner of the wallet app. The owner of the app should take all responsibility for the payment made by the end customer.

---

10. Term & Termination

10.1 This Agreement shall remain valid for an initial term of 3 years and may be renewed by mutual agreement.
10.2 Either Party may terminate this Agreement with 90 days written notice.
10.3 It may get terminated immediately in case of any breach of confidentiality, IPR violation, or failure to deliver agreed services.

---

11. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes shall be subject to the exclusive jurisdiction of courts at Pune, Maharashtra.

---

12. Entire Agreement

This document constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings.

SIGNATURES

For [Jeweller's Legal Name]
Authorized Signatory: _____
Name: _____
Designation: _____
Date: _____

For [Software Company's Legal Name]
Authorized Signatory: _____

Name: Mr. Mahendra Luniya
Designation: Director
Date: _____