

# TRADING SYSTEM AGREEMENT

**THIS AGREEMENT** is executed at Bangalore on this 14<sup>th</sup> day of October, 2025

## BETWEEN

**Mr. Akash Chander**, residing at 401 Mantri Pinnacle Bannerghatta Road Bangalore 560076 - and having **PAN:AAOPC9689B**, **Mr. Pradeep Chand**, residing at Olive2-403, Prestige St Johnswood, No. 80 Taverekere Main Road Bangalore – 560029 and having **PAN:AAFPC7650R** (hereinafter referred to as “Clients” which expression shall unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the **first part**;

## AND

**Eshaan Sharma** residing at C/O: Nawal Sharma, 08 Ward 19, Ikhlash Nagar Dabka, VTC: kanker Khera, PO: kanker Khera, District: Meerut State: Uttar Pradesh PIN Code: 250001 and having **PAN: OGSPS6505L** (hereinafter referred to as the “Developer” which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the **second part**.

The Clients and the Developer shall hereinafter be individually referred to as a “Party” and collectively as the “Parties”

WHEREAS the Clients are desirous of engaging the services of the Developer for the purpose of designing, developing, customizing, and delivering software solutions, including but not limited to tools, scripts, modules, dashboards, pods, user interfaces, AI-powered components and other related functionalities (collectively, the “**Software**”), intended to support, implement and deploy various trading strategies in the stock market, as conceptualized, proposed and provided by the Clients.

AND WHEREAS the Developer has represented and warranted to the Clients that he possess the necessary technical expertise and professional experience, required for the design, development and delivery of the aforesaid Software solutions, tools and components and is fully capable of executing the scope of work in accordance with the Clients’ specifications and requirements.

NOW THEREFORE, the Parties hereto hereby agree as follows:

## 1. Purpose and Scope

1.1 The Developer will build portfolio management system that will incorporate various trading strategies that the Clients will share with the Developer along with unified dashboard, AI insights, GUI tool and other related requirements in accordance with the instructions received from the Clients and as covered within the scope of this Agreement.

1.2 The Scope of Work, Timelines along with the fees are more specifically provided in **Annexure I**, annexed hereto and is an integral part of this Agreement.

1.3 The Client may provide additional trading strategies, features or functional requirements to be incorporated into the Software, currently not covered in **Annexure I**. The Developer agrees to accommodate such enhancements in a flexible, modular and phased manner, in line with the overall architecture of the Software. The scope, timeline, and commercial terms for any such incremental work shall be mutually discussed, agreed upon in writing by the Parties and documented as separate **Annexures** to this Agreement, which shall form an integral part hereof.

1.4 This Agreement covers ownership of all outputs, confidentiality and non-use obligations, background IP treatment, secure copy/backup and version control, open-source governance, platform/regulatory compliance, and related legal terms.

## 2. Definitions

For the purposes of this Agreement:

- **“Software”** shall mean the portfolio management system to be developed by the Developer, as more specifically covered and described in **Annexure I**.
- **“Trading Strategies”** means various investment or trading logics, rules or algorithms to be implemented within the Software, as may be shared by the Client from time to time.
- **“Deliverables”** means the final and intermediate versions of the Software, components, documentation, dashboard, GUI tools, AI integrations and other associated elements to be delivered as per the deliverables and timelines covered in **Annexure I**.

## 3. Term and Termination

3.1 This Agreement shall commence from the date of executing this Agreement and shall remain in effect until completion of all Deliverables or unless terminated earlier as per this clause.

3.2 The **Client shall have the right to terminate** this Agreement with **immediate effect**, by providing written notice to the Developer, in any of the following events:

- The **quality of deliverables** is deemed unsatisfactory by the Client and the Developer fails to remedy such deficiencies within **seven (7) days** of receiving written notice specifying the issues.
- There are **unreasonable delays** in the delivery of milestones or failure to adhere to the timelines set out in **Annexure I**, without sufficient cause or prior written approval from the Client.

- The Developer engages in any **unprofessional conduct**, including but not limited to, failure to communicate effectively, repeated absence from scheduled discussions, lack of responsiveness or any behaviour which in the Client's reasonable opinion, affects the progress or integrity of the project.

3.3 Subject to clause 3.2, the Client has the right to terminate this Agreement at any time after the delivery of the first Strategy after giving 7 days notice.

3.4 In the event of termination under Clauses 3.2 and 3.3, the Developer shall be paid for all accepted and approved deliverables completed up to the date of termination, as per terms of this Agreement and shall immediately return or destroy all confidential information, data, code and work-in-progress.

### **3. Ownership**

3.1 Developer agrees that the development of the software covered in this agreement will be sole property of the Clients. Developer assigns to the Clients its entire right, title and interest in anything created or developed by the Developer for the Clients under this Agreement, including Trade secrets and other Proprietary rights. The Developer retains no rights in the software developed under this Agreement.

3.2 Developer warrants that no Strategies and other information that comes in possession of the Developer while developing the software under this agreement will be shared, disclosed, published or reused without the written consent of the Clients, unless such information is easily available to general public without breach of this Agreement or has been obtained by the Developer through other sources which does not have a contractual, legal or fiduciary obligation with respect to such information. The Developer shall not reuse or replicate the Software or any component thereof, for any third party without prior written consent of the Clients.

3.3 Any violation in this regards will enable the Clients to terminate this Agreement and pursue such legal action and claims as permissible under the local laws.

### **4. Consideration and Payment Terms**

4.1 In consideration of the services rendered, the Client shall pay the Developer the fees as specified in **Annexure I**.

4.2 Payment shall be milestone-based and subject to acceptance of deliverables to the satisfaction of the Clients in accordance with terms of this Agreement.

4.3 Any additional requirements or Trading Strategies introduced mid-phase may incur additional costs, subject to prior written agreement from the Client.

## **5. Confidentiality**

5.1 The Developer agrees to keep all information, data, Trading Strategies, and other materials provided by the Client confidential and not disclose it to any third party without the prior written consent of the Client.

5.1 This obligation shall survive termination of the Agreement.

## **6. Warranties and Representations**

6.1 The Developer represents and warrants that the Software developed shall be free from material defects and function in accordance with the specifications as agreed under this Agreement.

6.2 The Developer represents and warrants that he possesses the necessary experience, technical know-how, and professional skill set to successfully design, develop, and deliver the Software and related deliverables in accordance with the specifications provided by the Client.

## **7. Indemnity**

7.1 The Developer shall indemnify and hold harmless the Client from any claim, damage, or liability arising from:

- Any infringement of intellectual property rights of a third party.
- Breach of confidentiality or contract terms.

## **8. Limitation of Liability**

8.1 Except in cases of fraud, gross negligence, or breach of confidentiality, the Developer's liability shall not exceed the total fees paid under this Agreement.

## **9. Dispute Resolution and Governing Law**

9.1 This Agreement shall be governed by and construed in accordance with the laws of India.

9.2 Any disputes arising out of or in connection with this Agreement shall be subject to the **exclusive jurisdiction of courts in Bangalore, India.**

## 10. Miscellaneous

10.1 This Agreement constitutes the entire understanding between the Parties and no amendment shall be valid unless made in writing and signed by both Parties.

## 11. Notices

11.1 Notices must be in writing and sent by email or courier to details as under:

- Client notices: Email [akash.chander.ss@gmail.com](mailto:akash.chander.ss@gmail.com) and Address 401 Mantri Pinnacle Bannerghatta Road Bangalore 560076
- Developer notices: [ethanarkham@gmail.com](mailto:ethanarkham@gmail.com) and Address C/O: Nawal Sharma, 08 Ward 19, Ikhlash Nagar Dabka, VTC: kanker Khera, PO: kanker Khera, District: Meerut State: Uttar Pradesh PIN Code: 250001

11.2 Notices are effective on receipt by email or two business days after courier dispatch.

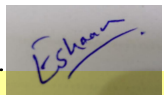
The parties hereby undertake to abide by the terms and conditions of this Agreement. This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes and cancels all prior discussions and negotiations or agreements, express or implied, written or oral, between them with respect to the subject matter hereof.

## Signatures

Client: **Pradeep Chand**

Developer: Eshaan Sharma

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:  Date: 13 Oct 2025

Client: **Akash Chander**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Annexure I — Milestone Plan & Deliverables Summary

Phase / Milestone	Scope & Key Deliverables	Testing & Documentation	Indicative Timeline	Payment Trigger
Phase 1 — Strategy 2 (S2: ETF Backbone System)	<ul style="list-style-type: none"> <li>• Build complete Google Sheets + Python back-end logic for S2 strategy (ETF SIP Backbone).</li> <li>• Integrate rule engine, macro/volatility/RSI/ATR inputs, and dashboard logic.</li> <li>• Deliver coded model with editable parameters and testing sheet.</li> </ul>	<ul style="list-style-type: none"> <li>• Functional validation &amp; back-testing on 3-year historical data.</li> <li>• Documentation (1-pager summary + code commenting).</li> <li>• Handover of original source files via secure drive.</li> </ul>	2 weeks from agreement date	Rs. 5000 advance amount as sign-off. Upon acceptance of S2 strategy & test results. Balance amount Rs. 20,000.
Phase 2 — Global Dashboard (Portfolio Overview)	<ul style="list-style-type: none"> <li>• Unified dashboard linking all strategy outputs (S1, S2, S3, S4).</li> <li>• Real-time tracking of positions, risk buckets, drawdown, and capital state.</li> <li>• User-friendly GUI in Sheets / Web App.</li> </ul>	<ul style="list-style-type: none"> <li>• Full functionality test + sample data validation.</li> <li>• Documentation &amp; user guide (5 pages max).</li> </ul>	3 weeks after Phase 1	Upon delivery + Client sign-off. Price Yet to be decided.
Phase 3 — Capital Switchboard	<ul style="list-style-type: none"> <li>• Module to manage inflow/outflow, withdrawals, and dynamic redeployment across strategies.</li> <li>• Include liquidity flags, risk guardrails, and summary metrics.</li> <li>• Ensure full integration with dashboard.</li> </ul>	<ul style="list-style-type: none"> <li>• Functional testing on dummy data.</li> <li>• Audit of capital flow logic.</li> <li>• Code handover &amp; commenting.</li> </ul>	2 weeks after Phase 2	Upon acceptance & verified integration. Price Yet to be decided.
Phase 4 — Additional	<ul style="list-style-type: none"> <li>• Design + develop new strategies (e.g., WARR+, Pullback v5, Defensive v3, etc.) as shared by Client.</li> </ul>	<ul style="list-style-type: none"> <li>• Back-testing integrated within each build cycle.</li> </ul>	As mutually	Phase-wise on acceptance. Price Yet

Strategies (Incremental)	<ul style="list-style-type: none"> <li>• Each follows full SDLC: design → develop → test → document → handover.</li> <li>• Modular integration into existing system.</li> </ul>	<ul style="list-style-type: none"> <li>• Source code + sheet documentation handed over after each strategy.</li> </ul>	agreed per strategy	to be decided.
Phase 5 — Handover & Closure	<ul style="list-style-type: none"> <li>• Consolidated backup (all scripts, sheets, dashboards).</li> <li>• Repository folder structure finalized.</li> <li>• Final UAT &amp; knowledge-transfer session.</li> </ul>	<ul style="list-style-type: none"> <li>• Final QA checklist + sign-off document.</li> <li>• Developer confirms deletion of all local copies.</li> </ul>	Post final acceptance	Final tranche upon completion

### General Notes

- Each phase includes testing and back-testing within its own delivery window.
- Documentation and original code handover are mandatory deliverables for milestone closure.
- Any new strategy or module will be treated as a sub-phase under Phase 4 with its own micro-timeline and acceptance.
- Payment milestones are acceptance-based, not date-based.