

SOFTWARE DEVELOPMENT SERVICES AGREEMENT

(Between Caufero and Chara Designs)

This Software Development Services Agreement ("Agreement") is prepared on 16th January, 2026.

1) Parties

1. **Caufero Group** ("Caufero"), a business entity duly registered under the laws of the Republic of Ghana, represented by **Mr. Cyril Amegah**.
2. **Chara Designs** ("Developer"), represented by **Mr. Jeremiah Mills**.

Caufero and Developer are each a "Party" and together the "Parties".

2) Background and Purpose

A. Caufero has been contracted by **Kaydm Straus Limited** to design, develop, deploy, and support a digital gifting platform (the "Project"). B. The Project is expected to be completed, tested, and functional on or before **April 2026**, subject to agreed variations. C. The client will pay Caufero in instalments. D. Caufero is engaging Developer as a subcontractor to deliver the software work described in this Agreement.

3) Definitions

- **Client** means Kaydm Straus Limited.
- **Product Specification** means the functional and design requirements provided by Caufero to Developer for Website, User Portal, Mobile Apps, Admin Portal, USSD, notifications, payments, and related features.
- **Deliverables** means the items listed in Section 4.
- **Client Funds** means monies actually received by Caufero from the Client specifically for this Project.

4) Scope of Work and Deliverables

Developer shall design, build, test, and support delivery of the following, in line with the Product Specification and the Project scope agreed between Client and Caufero:

4.1 Core Deliverables

1. **Web-based portal** for the gifting platform (front-facing website and user portal experiences).
2. **Admin portal**
3. **Android mobile application**.
4. **iOS mobile application**.
5. **USSD integration and deployment** to support gifting transactions.
6. **End-to-end system testing** for functionality and security.
7. **Deployment to a live production environment**.
8. **Technical support after deployment**, as defined in Section 10.

4.2 Included Product Areas (from Caufero's Product Specification)

Developer's work covers the screens, flows, and modules defined in the Product Specification, including:

- Website (marketing pages)
- User portal (login, dashboard, send gift, history, templates, profile)
- Mobile app (same core flows adapted for mobile)
- Admin portal (users, gifts, templates, payments, notifications, USSD activity, AI monitoring, settings)
- Payment integrations (MoMo payment flows as specified)
- Messaging delivery (SMS and other channels where applicable)
- Logs and monitoring (as per admin requirements)

4.3 Exclusions (Unless added via Change Request)

The following are excluded unless explicitly added in writing with cost and timeline adjustments:

- Paid ad campaigns and marketing management
- Client-provided content creation (photos, brand videos, copywriting beyond in-app text)
- Hardware procurement
- Any third-party licensing fees and platform fees (SMS gateway, MoMo aggregator, Apple/Google developer accounts, hosting) unless Caufero confirms in writing that Developer should procure them

5) Project Timeline and Milestones

5.1 Start Date

Work starts in the month of December, 2025.

5.2 Target Completion Date

Developer will target completion by **30 April 2026** (end of April 2026), aligned with the Client timeline.

5.3 Funding Dependency and Timeline Extension

Because the Client pays Caufero in instalments, development progress depends on Client Funds received. If work is paused due to non-payment under Section 7, the completion date automatically shifts by the number of calendar days the Project is paused, plus a reasonable remobilisation period of up to 7 days.

5.4 Suggested Milestones (Operational Tracking)

The Parties will track progress using these practical milestones (final dates to be set in writing once funding begins):

1. UX and UI design sign-off (web + mobile)
2. Web portal alpha (core send flow working)
3. Mobile apps alpha (core send flow working)
4. Admin portal alpha (core monitoring working)
5. USSD integration alpha
6. Beta release (end-to-end tested)
7. Production deployment and handover
8. Post-deployment support window

6) Contract Price

The total fee payable by Caufero to Developer for this Project is:

GHS 63,400.00 (Sixty-Three Thousand Four Hundred Ghana Cedis)

This amount covers Developer's full scope in Section 4, subject to any approved Change Requests.

7) Payment Terms and Work Suspension

7.1 Pass-Through Payment Structure

1. The Client will pay Caufero in parts during the development period.
2. **Whenever Caufero receives Client Funds**, Caufero will pay Developer from those funds until the full **GHS 63,400.00** is paid.
3. Caufero will pay Developer **within 5 business days** after the Client Funds hit Caufero's account, unless the Parties agree otherwise in writing for a specific instalment.

7.2 No Client Payment by 1 February 2026

If Caufero has **not received any Client Funds by 1 February 2026**, Developer shall **cease all work immediately** on 1 February 2026. Work resumes only after Caufero confirms in writing that Client Funds have been received.

7.3 "Insufficient Payment Frequency" Right to Pause

If Developer reasonably believes Client payments are too infrequent to sustain progress, Developer may issue a written notice to Caufero stating:

- the current work status,
- what cannot continue without funds,
- the minimum amount required to proceed to the next milestone.

If the required Client Funds are not received by Caufero within **10 business days** of that notice, Developer shall **pause development** until funds are received.

7.4 No "Out-of-Pocket" Obligation

Developer is not required to fund third-party costs or continue intensive development work without active funding. Any limited work done during a funding pause must be agreed in writing.

8) Change Requests

Any feature, scope expansion, redesign, or integration change requested by Client or Caufero must be documented as a **Change Request** that states:

- the change description,
- effect on cost (if any),
- effect on timeline,
- payment impact.

Developer is not required to implement changes until the Change Request is approved in writing by Caufero.

9) Acceptance and Handover

9.1 Acceptance

Deliverables are accepted when:

- they meet the Product Specification;
- critical defects are resolved;
- deployment and handover items are delivered.

9.2 Handover Items

Developer will provide to Caufero at handover:

- source code repositories and build instructions,
- environment configuration documentation,
- admin credentials handover procedure,
- deployment checklist,
- basic operational guide for support.

10) Support After Deployment

Caufero is responsible to the Client for technical support obligations, including monitoring, bug fixes, and general maintenance. Developer will support Caufero post-deployment as follows:

- **Included:** bug fixes and stability issues in delivered features
- **Excluded:** new features, major redesigns, and upgrades, which require a Change Request and fees

11) Intellectual Property

1. As between Caufero and Developer, all work product created under this Agreement will be handed over to Caufero upon full payment of **GHS 63,400.00**.
2. The Client receives ownership rights upon full payment under the Caufero–Client arrangement.

12) Confidentiality

Both Parties must treat all proprietary, technical, financial, and business information shared under this Agreement as confidential, and must not disclose it to third parties without prior written consent. This obligation continues for 2 years after termination.

13) Developer Responsibilities

Developer shall:

- maintain a professional development process, including version control;
- deliver regular progress updates to Caufero (weekly or as agreed);
- implement role-based access control and secure authentication for admin tools;
- follow strong input validation and secure API consumption patterns;
- keep all credentials secure and share them only with authorised Caufero contacts.

14) Limitation of Liability

Neither Party is liable to the other for indirect damages such as loss of profits. Developer's total liability under this Agreement is capped at the amount actually paid to Developer under this Agreement, except for confidentiality breaches or deliberate misconduct.

15) Termination

15.1 Termination for Convenience

Either Party may terminate by giving **14 days** written notice.

15.2 Immediate Termination

Either Party may terminate immediately if the other Party:

- materially breaches this Agreement and does not remedy within 7 days of notice; or
- commits fraud or serious misconduct.

15.3 Effect of Termination

- Developer shall deliver all completed work to date to Caufero.
- Caufero shall pay Developer only for the portion of work completed that is verifiable and usable, subject to Client Funds received and the pass-through structure in Section 7.

16) Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Republic of Ghana. The Parties will first attempt to resolve disputes through good-faith negotiation within 14 days. If unresolved, the dispute may be referred to the competent courts of Ghana.

17) General

- Developer is an independent contractor, not an employee of Caufero.
- No amendment is valid unless in writing and signed by both Parties.
- Notices must be sent by email and WhatsApp to contacts designated by each Party.

18) Signatures

For Caufero Group

Name: Mr. Cyril Amegah

Title: Chief Executive Officer

Signature: _____

Date: _____

For Chara Designs

Name: Mr. Jeremiah Mills

Title: _____

Signature: _____

Date: _____