

NON-JUDICIAL SERVICE AGREEMENT (MVP DEVELOPMENT CONTRACT)

This Agreement is made on _30_ January 2026 between:

1. PARTIES

1.1 SITRUS CLUB PRIVATE LIMITED

Registered Address: _____

CIN: _____

(Hereinafter referred to as "Client")

AND

1.2 Neeraj & Skanda

Independent Developers

Address: _____

(Hereinafter referred to as "Developers")

The Client and Developers are collectively referred to as the "Parties."

2. PURPOSE

The Client engages the Developers to build the Minimum Viable Product (MVP) of the Citrus social commerce platform as defined in the PRD dated January 2026.

3. SCOPE OF WORK

3.1 MVP Features (In Scope)

- Authentication: Google login, OTP login, Admin login
- Affiliate Link Engine: Generate links from Myntra/Ajio
- Custom Short URLs: Branded creator URLs
- Creator Dashboard: Links list, click analytics, earnings view
- Shopper Experience: Creator storefront pages
- Admin Dashboard: Creator management, analytics, payout approvals
- Link Tracking: Custom redirect + analytics

3.2 Out of Scope (Phase 2)

- Brand dashboard
- Automated UPI payouts
- Advanced/AI attribution
- AI-based recommendation engine

4. TECH STACK

- Frontend: Next.js, Tailwind CSS
- Backend: Node.js + Express
- Database: PostgreSQL
- Auth: Firebase Auth / Auth.js
- Hosting: Vercel + Railway/Render
- Storage: AWS S3 / Cloudinary

5. DELIVERY TIMELINE

Phase 1 – By 15th February 2026

Main features including Creator profile, Admin dashboard etc. (Final features in scope of final discussion)

Phase 2 – By 29 Feb 2026 or +1 week

Main features including Creator profile, Admin dashboard etc. (Final features in scope of final discussion)

Acceptable Delay Clause:

Delay up to 7 days is acceptable if communicated 48 hours in advance.

6. PAYMENT TERMS

Total Contract Value: ₹50,000

Optional Incentive: ₹5,000 (only if Developers voluntarily state workload exceeded expectations and thorough intervention by SITRUS team)

Payment Milestones:

1. Commencement Fee – 20% (₹10,000)
2. Phase 1 Completion (15 Feb 2026) – ₹10,000
3. Final Delivery (End of Feb or +1 week) – ₹30,000
4. Optional Developer-Declared Incentive – ₹5,000

Third-party hosting/SaaS costs are borne by the Client.

7. INTELLECTUAL PROPERTY

Upon full payment, all code, designs, assets, and deliverables become the property of the Client. Developers may use non-sensitive visuals for portfolios.

8. CONFIDENTIALITY

Both Parties must maintain confidentiality regarding business information, code, analytics, and internal operations.

9. RELATIONSHIP

This agreement does not create employment or partnership. Developers are independent contractors.

10. TERMINATION

Either Party may terminate with 15 days' written notice. Payments must be made proportionally for completed work.

11. WARRANTY & SUPPORT

Developers shall provide 14 days of post-deployment bug fixes. New features require a fresh agreement.

12. DISPUTE RESOLUTION

Disputes shall first be resolved mutually. Failing resolution, jurisdiction lies with courts in _____.

13. ACCEPTANCE & SIGNATURES

For SITRUS CLUB PRIVATE LIMITED

Name: _____

Designation: _____

Signature: _____

Date: _____

For Developers (Neeraj & Skanda)

Name: _____

Signature: _____

Date: _____