SOFTWARE DEVELOPMENT SERVICES AGREEMENT

(Haushavn MVP Build — Independent Contractor Agreement)

This Software Development Services Agreement ("Agreement") is entered into as of 2/14/2026 ("Effective Date") by and between:

Haushavn LLC, an Illinois limited liability company ("Company" or "Haushavn"), with its principal place of business at 800 Elgin Rd, Apt 1317, Evanston IL 60201, and

Justin Bergeron, an individual residing in Illinois ("Contractor").

Company and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

Company is developing a secure multi-party real estate transaction platform known as "Haushavn" (the "Platform"). Contractor agrees to provide software development services to build the MVP version of the Platform, including the transaction state engine, role-based workflows, and supporting infrastructure, as described in this Agreement and attached exhibits.

2. SERVICES

2.1 Scope of Services

Contractor shall provide software engineering and development services ("Services") to build the Haushavn MVP ("MVP") as described in this Agreement and attached exhibits, including:

- Exhibit A (Scope of Work & Deliverables)
- Exhibit B (Timeline, Sprint Plan & Milestones)
- Exhibit C (Payment Milestones & Acceptance Criteria)
- Exhibit D (Technical Stack & Architecture Commitments)

Contractor agrees that the MVP is a transaction state engine, not a simple CRUD application, and must include strict role gating, workflow sequencing, and administrative controls.

Contractor shall also design and deliver a dedicated Investor Demo environment ("Investor Demo Environment"), separate from the Sandbox/Simulation Mode described in Section 7, intended specifically for investor presentations and controlled product demonstrations. The Investor Demo Environment shall include pre-configured sample users, sample transactions, and curated workflow progression reflecting the intended MVP user experience.

2.2 Standard of Performance

Contractor shall perform the Services in a professional and workmanlike manner consistent with industry standards for secure software development.

3. TERM

This Agreement shall commence on the Effective Date and continue through May 12, 2026, unless terminated earlier pursuant to Section 18.

The intended development window is 12 weeks, beginning approximately February 17, 2026 and ending approximately May 12, 2026.

4. DEVELOPMENT PRINCIPLES (NON-NEGOTIABLE MVP REQUIREMENTS)

4.1 Platform Philosophy

The Platform shall be architected as a multi-party transaction state engine, with strict role-based permissions, gated state progression, full auditability of actions, and lender-controlled authority where applicable.

4.2 SOC2 / Compliance Positioning

The MVP is required to be SOC2-aligned (security best practices), but not formally SOC2 certified unless expressly requested in writing by Company.

Contractor shall not represent the MVP as SOC2 certified unless Company has separately contracted for such certification.

4.3 GLBA-Sensitive Scope Limitation

The MVP shall be built with GLBA-aware security practices. However, unless Company explicitly requests otherwise, the MVP will not be used as the primary repository for lender underwriting documentation such as W-2s, paystubs, bank statements, SSNs, or tax returns.

Instead, the MVP will track financing readiness and store only necessary workflow artifacts (PAL, term sheet, appraisal report, inspection report, executed contract, closing docs, etc.).

5. ACCOUNTS, OWNERSHIP, AND SYSTEM CONTROL

5.1 GitHub Repository Ownership

All source code must reside in a GitHub repository owned by Company, under the Company's GitHub Organization ("Haushavn" or equivalent). Contractor shall be granted contributor access but shall not be the sole owner.

5.2 Supabase Ownership

All Supabase projects (database, authentication, storage, edge functions) must be created under a Supabase account owned and controlled by Company.

5.3 Hosting & Deployment Ownership

All hosting accounts (Vercel, Netlify, AWS, etc.) must be created under accounts owned and controlled by Company.

5.4 Contractor Access

Company will grant Contractor access as needed for development. Contractor acknowledges that Company shall retain ultimate ownership and administrative control of all accounts, credentials, and infrastructure.

6. SECURITY, PERMISSIONS, AND AUDITABILITY

6.1 Role-Based Access Control

Contractor shall implement strict RBAC enforcement using Supabase Row Level Security ("RLS"), ensuring that Buyers can only access their own transactions, Lenders can only access transactions where they are assigned as lender, Agents can only access transactions where they are assigned as agent, and Admin can access all transactions.

6.2 Audit Logs

The MVP must include audit logging for key system actions, including but not limited to document uploads, state transitions, role acceptance actions, payment milestone verification, "Clear to Close" approval, and lender funding confirmation.

Audit logs must capture timestamp, user role, user identifier, action performed, and object affected (transaction, document, milestone).

6.3 Data Encryption

Contractor shall ensure that all data is encrypted in transit (HTTPS) and stored securely using Supabase Storage best practices.

7. SANDBOX SIMULATION REQUIREMENT

7.1 Sandbox Environment

Contractor shall deliver a sandbox environment ("Simulation Mode") that allows Company to simulate a complete transaction end-to-end by acting as Buyer, Agent, Lender, and Admin.

7.2 Delivery Timeline

Simulation Mode must be functional and usable no later than Week 4 of development unless otherwise agreed in writing.

7.3 Investor Demo Environment

Contractor shall deliver a dedicated Investor Demo Environment that is distinct from Sandbox/Simulation Mode and intended for investor presentations, stakeholder walkthroughs, and demonstration purposes.

Investor Demo Environment shall include:

- a pre-configured sample transaction
- sample Buyer / Agent / Lender accounts
- preloaded documents (non-sensitive dummy data)
- preloaded state progression examples
- clean UI/UX flows without debugging artifacts
- ability for Company to walk through the full lifecycle (T1–T6)

The Investor Demo Environment shall not require real financial integrations, real MLS data, or production user data and may be built entirely using dummy/test data for demonstration purposes.

8. ADMIN OVERRIDE REQUIREMENTS

The MVP must include an Admin role with the ability to manually advance or rollback any transaction state, override gating logic when necessary, upload documents on behalf of any role, reassign transaction participants (agent/lender), unlock blocked tasks, and mark milestones as verified or failed (where applicable).

9. DEVELOPMENT STRATEGY

9.1 Hybrid Eject Strategy

Contractor may use Lovable or similar tooling to scaffold UI in Weeks 1–2. However, Lovable must not remain a long-term dependency, all code must be exported into a standard engineering environment, and all logic must be enforced server-side.

9.2 Codebase Requirements

The codebase must be readable, modular, and structured to support future scaling. Contractor agrees that the MVP is not a throwaway prototype.

10. DELIVERABLES AND ACCEPTANCE

10.1 Deliverables

Deliverables are defined in Exhibits A and B.

10.2 Acceptance Testing

Each milestone deliverable shall be subject to Company acceptance based on objective criteria described in Exhibit C.

Company shall have five (5) business days after delivery of a milestone to either accept the milestone in writing, or reject the milestone with documented reasons and required corrections.

10.3 Revisions

If Company rejects a milestone, Contractor shall promptly correct deficiencies and re-submit the milestone for acceptance.

11. PAYMENT TERMS

11.1 Total Compensation

Company shall pay Contractor a total of $10,000 USD for completion of the Services ("Project Fee"), paid in milestone-based installments.

11.2 Milestone Payments

Payments shall be made only upon Company acceptance of milestone deliverables per Exhibit C.

No payment shall be due for incomplete or unaccepted milestones.

11.3 Payment Method

Payments shall be made via ACH, wire transfer, or other mutually agreed method.

12. CHANGE MANAGEMENT (SCOPE CONTROL)

12.1 Scope Changes

Any material scope expansion must be documented in a written Change Order signed by both Parties.

12.2 No Assumed Features
Any feature not explicitly listed in Exhibit A is considered out of scope unless agreed in writing.

13. CONFIDENTIALITY
Contractor agrees that all information shared by Company is confidential, including workflows, designs, mockups, business plans, and technical architecture.

This Agreement incorporates and does not replace the Mutual NDA previously executed between the Parties, which remains in effect.

14. INTELLECTUAL PROPERTY
14.1 Work Made for Hire
To the fullest extent permitted by law, all deliverables created under this Agreement are considered "work made for hire" for Company.

14.2 Assignment
To the extent any deliverables do not qualify as work made for hire, Contractor hereby irrevocably assigns to Company all right, title, and interest in and to all work product, including source code, UI/UX implementation, schemas and architecture, documentation, test environments, and deployment configurations.

14.3 Contractor Tools
Contractor retains ownership of pre-existing tools, templates, or libraries ("Contractor Background IP"). However, Contractor grants Company a perpetual, royalty-free license to use any Background IP embedded in the deliverables to operate and maintain the MVP.

15. WARRANTIES
Contractor warrants that the deliverables will be original work, Contractor has the right to assign the IP, and the deliverables will not knowingly infringe third-party IP.

16. SUPPORT / BUG FIX PERIOD
Contractor agrees to provide bug fixes for defects discovered within 60 days of MVP delivery ("Warranty Period"), at no additional cost, provided such defects relate to the agreed MVP scope.

Enhancements or new features requested during this period are subject to a Change Order.

17. INDEPENDENT CONTRACTOR
Contractor is an independent contractor and not an employee, agent, or partner of Company. Contractor shall be responsible for all taxes and expenses related to compensation paid under this Agreement.

18. TERMINATION
18.1 Termination for Convenience
Company may terminate this Agreement at any time with 7 days written notice.

18.2 Termination for Cause
Either Party may terminate immediately if the other Party materially breaches this Agreement and fails to cure such breach within 5 business days after written notice.

18.3 Effect of Termination
Upon termination, Contractor shall immediately deliver all code, credentials, documentation, and work product completed to date, ensure Company has full access to all systems and repositories, and provide a handoff summary of project status.

Company shall pay Contractor only for milestones accepted as of termination.

19. NON-SOLICITATION
During the term of this Agreement and for 12 months thereafter, Contractor agrees not to solicit Company's pilot users, lenders, agents, or partners for competing products.

20. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.

21. DISPUTE RESOLUTION
Any disputes arising under this Agreement shall first be resolved through good-faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in Cook County, Illinois, unless Company elects to pursue relief in court for injunctive or IP matters.

22. MISCELLANEOUS
22.1 Entire Agreement
This Agreement, including all Exhibits, constitutes the entire agreement between the Parties.

22.2 Amendments
Any amendment must be in writing and signed by both Parties.

22.3 Severability
If any provision is deemed unenforceable, the remainder of the Agreement shall remain in effect.

22.4 Counterparts / Electronic Signatures
This Agreement may be executed in counterparts and via electronic signature (DocuSign), each of which shall be deemed an original.

EXHIBIT A — SCOPE OF WORK & DELIVERABLES

Contractor will deliver a secure multi-party transaction platform with the following minimum capabilities:

Core Roles
• Buyer
• Agent
• Lender
• Admin

Core Systems
• Transaction Spine (T1–T6)
• State gating engine
• Role-specific dashboards
• Document vault for transaction artifacts
• Secure external upload links
• Notifications system
• Payment milestone tracker (EMD / Cash to Close / Funding)
• Audit log system
• Admin override tools
• Profile page
• Dedicated Investor Demo Environment

Explicit MVP Exclusions
Unless approved in writing, MVP excludes:
• MLS integration
• automated lender underwriting systems
• DocuSign integration (upload only)
• automated wire transfer/payment processing
• SOC2 certification

EXHIBIT B — TIMELINE, SPRINT PLAN & DEVELOPMENT STRATEGY

The MVP will follow the 12-week timeline outlined in the Contractor proposal dated 2/14/2026, incorporated by reference.

EXHIBIT C — PAYMENT MILESTONES & ACCEPTANCE CRITERIA

Total Fee: $10,000 USD

Milestone 0 — Kickoff ($2,500)
Deliverables:
• Supabase project setup under Company ownership
• GitHub repo under Company org
• base schema established
• UI shell scaffolded and exported

Acceptance:
• Company has admin access to all systems
• codebase runs locally

Milestone 1 — Foundation ($2,500)
Deliverables:
• Auth and RBAC implemented (Buyer/Lender/Agent/Admin)
• Buyer can create transaction (B1–B3)
• Admin can view all transactions
• Simulation Mode available (minimum viable)

Acceptance:
• Company can simulate all roles
• RLS verified

Milestone 2 — Core Engine ($2,500)
Deliverables:
• Offer workflow functional (L1, A1–A3, B4–B6)
• Executed contract upload triggers offer acceptance state
• Inspection coordination and credit workflow included
• Audit logging active

Acceptance:
• End-to-end transaction can be simulated through inspection stage

Milestone 3 — Launch Ready ($2,500)
Deliverables:
• Appraisal and underwriting flow complete (L3–L6)
• Payment milestones fully functional
• Clear-to-close gating enforced
• Deal close event implemented

• Final doc archive and binder logic implemented
• Performance/security hardening
• Dedicated Investor Demo environment with preconfigured accounts and preloaded sample transaction demonstrating end-to-end workflow (T1-T6).

Acceptance:
• Full end-to-end simulated closing completed successfully
• All gating logic enforced and admin override functional
• Company can successfully demo an end-to-end transaction workflow using the Investor Demo Environment without manual backend adjustments.

EXHIBIT D — TECH STACK

• Frontend: React
• Backend: Supabase (PostgreSQL, Auth, Storage, Edge Functions)
• Version Control: GitHub
• Development Environment: VS Code
• UI scaffolding: Lovable (Weeks 1–2 only)

SIGNATURES

HAUSHAVN, LLC

By: _Jonathan Bernas_
DocuSigned by:
058DFC95B973420...

Name: Jonathan Bernas

Title: Managing Member

Date: 2/15/2026 _____

CONTRACTOR

By: _Justin Bergeron_
DocuSigned by:
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Name: Justin Bergeron

Date: 2/14/2026 _____

INTELLECTUAL PROPERTY ADDENDUM

This Intellectual Property Addendum ("Addendum") is incorporated into and made part of the Software Development Services Agreement dated February 16, 2026 (the "Agreement") between Haushavn LLC ("Company") and Justin Bergeron ("Contractor"). In the event of any conflict between this Addendum and the Agreement, this Addendum shall control with respect to intellectual property matters.

1. Expanded Inventions Assignment; Moral Rights Waiver; Further Assurances

In addition to Section 14 of the Agreement, Contractor hereby irrevocably assigns to Company all right, title, and interest in and to any and all inventions, discoveries, improvements, developments, ideas, concepts, processes, methods, algorithms, workflows, designs, trade secrets, documentation, works of authorship, and other intellectual property conceived, developed, reduced to practice, or created by Contractor, alone or with others, in connection with the Services (collectively, "Inventions"), whether or not patentable or copyrightable.

Contractor hereby waives, to the fullest extent permitted by law, any and all moral rights or similar rights in the Deliverables and Inventions.

Contractor agrees to execute any documents and take any actions reasonably requested by Company, both during and after the term of the Agreement, to perfect, confirm, register, or enforce Company's ownership rights in the Deliverables or Inventions.

2. Background IP Disclosure and Limitation

Contractor shall disclose in writing to Company, prior to incorporation, any pre-existing tools, libraries, frameworks, templates, or other materials ("Background IP") that Contractor intends to incorporate into the Deliverables.

Any materials not disclosed in writing prior to incorporation shall be deemed Work Product and owned exclusively by Company.

To the extent any properly disclosed Background IP is incorporated into the Deliverables, Contractor grants Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license (with the right to sublicense) to use, reproduce, modify, distribute, display, perform, and create derivative works of such Background IP as incorporated into the Deliverables for purposes of operating, maintaining, improving, and commercializing the Platform.

3. Open Source Software Restrictions

Contractor shall not incorporate into the Deliverables any open-source or third-party software subject to copyleft, reciprocal, or viral licensing terms (including but not limited to GPL, AGPL, or similar licenses) that would require disclosure, licensing, or distribution of Company's proprietary source code without Company's prior written consent.

Contractor shall provide Company with a written list of all third-party or open-source components included in the Deliverables, including applicable license terms.

Contractor represents and warrants that no portion of the Deliverables will subject Company's proprietary software to mandatory public disclosure or open-source licensing obligations.

4. Intellectual Property Indemnification

Contractor shall indemnify, defend, and hold harmless Company and its officers, members, managers, employees, successors, and assigns from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Deliverables or Inventions infringe or misappropriate any intellectual property rights, except to the extent such claim arises from modifications made solely by Company after acceptance.

5. Data Ownership

All data, content, transaction records, user information, workflow artifacts, analytics, and other information generated, collected, stored, or processed through the Platform or Deliverables ("Platform Data") shall be and remain the sole and exclusive property of Company.

Contractor shall have no ownership rights in Platform Data and may use such data only as necessary to perform the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date of the Agreement.

DocuSigned by:

Jonathan Bernas
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2/15/2026
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Haushavn, LLC   Date

DocuSigned by:

Justin Bergeron
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2/14/2026
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Justin Bergeron   Date