DRAFT

SOFTWARE DEVELOPMENT SERVICES AGREEMENT

This Software Development Services Agreement ("Agreement") is entered into as of **[DATE]** ("Effective Date"), by and between:

Provider: [PROVIDER NAME], a [JURISDICTION] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Provider");

Client: [CLIENT NAME], a [JURISDICTION] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Client");

Provider and Client are each a "Party" and collectively the "Parties."

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1. Independent Contractor Status

1.1 Relationship

The Parties acknowledge and agree that Provider is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer–employee relationship between the Parties.

1.2 No Authority

Provider has no authority to bind Client to any agreements, make any representations on Client's behalf, or act as an officer, director, or executive of Client. Provider shall not be considered, presented, or referred to as Client's executive officer or any similar title implying executive authority.

1.3 Role Definition

Provider's services shall be limited to software development and architectural design as specified in Section 3 and Exhibit A. Provider shall not be responsible for business strategy, investor relations, regulatory compliance strategy, personnel management, or other business operations outside of direct technical implementation.

1.4 Independent Contractor Clarification

The following statements accurately reflect the Parties' relationship: - Provider will use its own equipment, tools, and material to do the work unless otherwise specified in Exhibit A. - Client will not control how the work is performed on a day-to-day basis. Rather, Provider is responsible for determining when, where, and how it will carry out the work. - Client will not provide Provider with any

training. - Provider cannot enter into contracts, make promises, or act on behalf of Client. - Provider is not entitled to Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days). - Provider is responsible for its own taxes. - Client will not be responsible for paying any social security, medical or other taxes or make payments for disability insurance, unemployment insurance, or workers compensation for Provider or any of Provider's employees or subcontractors.

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2. Term and Termination

2.1 Term

This Agreement shall commence on the Effective Date and continue for the period specified in Exhibit A (the "Term"), unless earlier terminated as set forth below.

2.2 Termination for Convenience

Either Party may terminate this Agreement upon thirty (30) days' prior written notice.

2.3 Termination for Cause

Either Party may terminate immediately if the other materially breaches and fails to cure within fifteen (15) days, or becomes insolvent, files for bankruptcy, or ceases business operations.

2.4 Effect of Termination

Upon termination, Client shall pay Provider for all Services rendered and expenses incurred through the effective date of termination. Sections 1.1, 3.3, 4, 6, 7, 8, 9, 10, 13, and 21 survive termination.

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3. Services and Deliverables

3.1 Scope of Technical Services

Provider shall deliver and maintain the software development services as specified in Exhibit A.

3.2 Technical Specifications

Detailed technical specifications and acceptance criteria are set forth in Exhibit A attached hereto.

3.3 Service Limitations

Provider's services are limited to software development, technical architecture, coding, and technical implementation. Provider is not responsible for: - Business strategy or product market fit decisions - Regulatory compliance beyond implementing technical specifications provided by Client - Marketing, sales, or business development - Hiring, firing, or managing Client's personnel - Executive decision-making or C-level responsibilities - Securing necessary licenses or permits

3.4 Change Requests

Any modifications beyond Exhibit A require a written Change Order signed by both Parties and may adjust fees or schedules.

3.5 Unplanned Events

This Agreement terminates automatically upon illness, incapacitation, death, or other Acts of God preventing performance by Provider.

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4. Fees, Invoicing, and Payment

4.1 Fee

Client shall pay Provider the fees specified in Exhibit A for Services.

4.2 Invoicing and Payment Terms

Provider shall invoice according to the schedule in Exhibit A. Payments are due within fifteen (15) days of invoice date. Late payments incur interest at 1.5% per month or the maximum legal rate.

4.3 Currency and Conversion

All payments in the currency specified in Exhibit A. Client covers any currency conversion fees or banking charges.

4.4 Hourly Billing Structure

This project is charged on an hourly basis at the rate specified in Exhibit A. Client shall pay for all hours worked on the project as documented by Provider's time records.

4.5 Time Estimates

Any time estimates provided by Provider are estimates only and are not binding commitments, obligations, or guarantees. Actual time required may vary based on project complexity, scope changes, unforeseen technical challenges, Client

feedback cycles, and other factors. Provider shall use reasonable efforts to provide accurate estimates but shall not be liable for variations between estimated and actual time required.

4.6 Taxes

Provider is responsible for all taxes on compensation. Client shall cover any withholding or additional taxes required by applicable law for services in Provider's jurisdiction.

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5. Expenses

Provider shall furnish all materials and bear all costs for equipment, software licenses, and travel unless otherwise specified in Exhibit A. No reimbursement is due from Client unless explicitly stated in Exhibit A.

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6. Insurance

Provider shall maintain commercial general liability insurance and professional liability/errors & omissions insurance with minimum limits as specified in Exhibit A.

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7. Ownership and License

7.1 Provider Materials

Provider retains all rights to pre-existing tools, libraries, and know-how ("Background IP").

7.2 Work Product

Upon full payment, Provider grants Client all rights, title, and interests in and to the work product created specifically for Client as part of this Agreement (including intellectual property rights), and Client will be the sole owner of it. Work product includes the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that Provider works on as specified in Exhibit A — that is, conceives, creates, designs, develops, invents, works on, or reduces to practice — as part of this project, whether before the date of this Agreement or after.

7.3 Provider's Use of Work Product

Once Provider gives the work product to Client, Provider does not have any rights to it, except those that Client explicitly gives Provider in this Agreement.

7.4 Background IP License

Provider is giving Client a right to use and license (with the right to sublicense) the Background IP to develop, market, sell, and support Client's products and services. Client may use this Background IP worldwide and free of charge, but it cannot transfer its rights to the Background IP (except as allowed in Section 16 (Assignment)). Client cannot sell or license the Background IP separately from its products or services.

7.5 Client IP

Provider may need to use Client's intellectual property to perform the Services. Client agrees to let Provider use Client's intellectual property and other intellectual property that Client controls to the extent reasonably necessary to perform the Services. Beyond that, Client is not giving Provider any intellectual property rights, unless specifically stated otherwise in this Agreement.

7.6 Other Projects

If Provider is simultaneously engaged in other projects not related to Client, it is explicitly agreed that nothing in this Agreement should be construed as giving Client any IP or other rights in those other projects and Client waives any such claims.

7.7 Provider's Help Securing Ownership

In the future, Client may need Provider's help to show that Client owns the work product or to complete the transfer. Provider agrees to help with that. For example, Provider may have to sign a patent application. Client will pay any required expenses for this. If Client can't find Provider after spending reasonable effort trying to do so, Provider hereby irrevocably designates and appoints Client as Provider's agent and attorney-in-fact, which appointment is coupled with an interest, to act for Provider and on Provider's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 7.2 (Work Product).

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8. Confidentiality

8.1 Confidential Information

Each Party shall protect Confidential Information and use it solely to perform under this Agreement. Confidential Information excludes information that: -

(i) was already public when the receiving Party came across it - (ii) became public after the receiving Party came across it, but not because of anything the receiving party did or didn't do - (iii) the receiving Party already knew when it came across it and didn't have any obligation to keep it secret - (iv) a third party provided the receiving Party with the information without requiring that it keep it a secret - (v) the receiving Party created on its own, without using anything belonging to the other Party

8.2 Non-Disclosure

Provider shall not disclose to any third party Client's business operations, strategic plans, financial information, or other proprietary information except as necessary to perform the Services.

8.3 Third-Party Confidential Information

The Parties acknowledge that each may have access to confidential information that belongs to third parties. Each Party promises that they will not share with the other Party confidential information that belongs to third parties, unless they are allowed to do so. If either Party is allowed to share confidential information with the other Party and does so, the sharing Party promises to tell the receiving Party in writing of any special restrictions regarding that information.

8.4 Confidentiality Term

The Parties shall continue to follow these confidentiality obligations, even after the Agreement ends.

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9. Warranties and Disclaimers

9.1 Performance Warranty

Services will be performed professionally per industry standards for software development. Provider warrants that Deliverables will conform to the technical specifications in Exhibit A.

9.2 DISCLAIMERS

EXCEPT FOR SECTION 9.1, SERVICES AND DELIVERABLES ARE PRO-VIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND.

9.3 No Business Outcome Guarantee

Provider makes no warranties regarding business outcomes, revenue generation, user acquisition, regulatory approval, or other business metrics that may result from the Services.

10. Limitation of Liability

Provider's total liability under this Agreement shall not exceed the amount specified in Exhibit A. Neither Party is liable for indirect, incidental, special, or consequential damages, or for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Agreement.

11. Indemnification

11.1 By Provider

Provider agrees to indemnify Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: - (a) a breach by Provider of its obligations under this Agreement; or - (b) third-party IP infringement claims for authorized use of Deliverables.

11.2 By Client

Client agrees to indemnify Provider (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: - (a) a breach by Client of its obligations under this Agreement - (b) Client's misuse of Services - (c) Client's business operations; or - (d) regulatory compliance issues

11.3 Regulatory and Licensing

Client shall defend and indemnify Provider for any fines or liabilities from Client's failure to secure necessary licenses, permits, or regulatory approvals in applicable jurisdictions.

12. Data Protection

12.1 Data Protection Laws

Client ensures data shared complies with applicable data protection laws. Both Parties maintain confidentiality per legal requirements.

12.2 Data Handling

Provider shall implement reasonable technical and organizational measures to protect personal data as specified by Client.

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13. Compliance with Laws

13.1 Client Compliance Responsibility

Client shall comply with all applicable laws, including AML, industry regulations, financial regulations, and data protection laws. Provider is indemnified from liabilities arising from Client's non-compliance.

13.2 Technical Implementation

Provider will implement technical features as specified by Client to facilitate regulatory compliance, but Client is solely responsible for determining what features are legally required.

13.3 Provider Compliance

Provider will comply with all applicable laws in Provider's jurisdiction while performing the Services.

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14. Dispute Resolution and Governing Law

This Agreement is governed by the laws of the jurisdiction specified in Exhibit A. Disputes shall be resolved by arbitration under the rules and in the location specified in Exhibit A.

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15. Notices

All notices must be in writing, delivered personally or via email to addresses listed in Exhibit A. The timing of when a notice is received is as follows: - (i) if delivered personally, it is considered received immediately - (ii) if delivered by email, it is considered received upon acknowledgement of receipt - (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt

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16. Assignment

Neither Party may assign this Agreement without prior written consent of the other.

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17. Competitive Engagements

Provider won't work for a competitor of Client until this Agreement ends. A competitor is a third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are directly competitive to Client's products or services. The one exception to this restriction is if Provider asks for permission beforehand and Client agrees to it in writing. If Provider uses employees or subcontractors, Provider must ensure they follow this obligation as well.

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18. Non-Solicitation

During the term of this Agreement and for 12 months afterwards, Provider: - (a) won't solicit Client employees or service providers to stop working for Client - (b) won't solicit Client customers or clients to stop doing business with Client

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19. Representations

19.1 Authority To Sign

Each Party represents that it has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.

19.2 Provider Has Right To Give Client Work Product

Provider represents that it owns the work product, or has the right to assign ownership as described in Section 7. If Provider uses employees or subcontractors, Provider also represents that these employees and subcontractors have signed contracts with Provider giving Provider any rights that the employees or subcontractors have related to Provider's Background IP and work product.

19.3 Client Will Review Work

Client represents that it will review the work product, be reasonably available to Provider if Provider has questions regarding the project, and provide timely feedback and decisions.

19.4 Client-Supplied Material Does Not Infringe

If Client provides Provider with material to incorporate into the work product, Client represents that to the best of its knowledge, this material does not infringe on someone else's intellectual property rights.

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20. Severability

If a portion of the Agreement is found to be unenforceable, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Agreement is changed or disregarded because it is unenforceable, the rest of the Agreement is still enforceable.

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21. Entire Agreement

This Agreement, including Exhibit A and any Change Orders, constitutes the complete understanding of the Parties and supersedes all prior agreements. Amendments must be in writing and signed by both Parties.

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

Provider	Client
[PROVIDER NAME] By:	[CLIENT NAME] By:
Name:	Name:
Title:	Title:
Date:	Date:

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EXHIBIT A: PROJECT-SPECIFIC TERMS

1. Project Details

- **Project Name:** _____

- **Term:** _____ [e.g., "from Effective Date through [END DATE]" or "month-to-month basis through [END DATE]"]
- **Client Industry:** _____

2. Scope of Technical Services

- _____
- _____
- _____
- _____

3. Technical Specifications & Acceptance Criteria

_____

4. Fee Structure

- **Hourly Rate:** $_____ per hour
- **Fee Schedule:** Hourly
- **Currency:** _____
- **Invoicing Schedule:** _____ [e.g., "bi-weekly" or "monthly"]
- **Time Tracking:** Provider will maintain detailed time records for all work performed

5. Insurance Requirements

- **Commercial General Liability:** Minimum limits of _____ per occurrence
- **Professional Liability/E&O:** Minimum limits of _____ per occurrence

6. Expense Reimbursement

_____

7. Liability Cap

Provider's total liability shall not exceed _____

8. Governing Law and Dispute Resolution

- **Governing Law:** Laws of _____
- **Arbitration Rules:** _____
- **Arbitration Location:** _____

9. Notice Information

To Provider:

- **Name:** _____
- **Email:** _____
- **Address:** _____

To Client:

- **Name:** _____
- **Email:** _____
- **Address:** _____

10. Additional Project-Specific Terms

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