SOFTWARE DEVELOPMENT AGREEMENT

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

CLIENT:

[Client Company Name / Name], a [Type of Entity, e.g., Corporation / LLC] organized under the laws of [State/Country], having its principal place of business at [Client Address] ("**Client**"), and

DEVELOPER:

[Developer Company Name / Name], a [Type of Entity / Individual] organized under the laws of [State/Country], having its principal place of business at [Developer Address] ("**Developer**").

Client and Developer may individually be referred to as a "**Party**" and collectively as the "**Parties**."

1. SERVICES AND SCOPE OF WORK

1.1 **Scope of Work.** Developer agrees to perform software design, development, testing, and deployment services (the "**Services**") for Client as detailed in the Statement of Work attached hereto as **Exhibit A** (the "**SOW**").

1.2 **Changes in Scope.** Any request by Client to change, add to, or modify the Services or deliverables ("**Change Request**") shall be made in writing. Developer will evaluate the impact on timeline and fees and provide a written proposal. No change will take effect until both Parties execute a written amendment or Change Order.

2. TIMELINE AND ACCEPTANCE

2.1 **Project Milestones.** Developer shall use commercially reasonable efforts to deliver the software according to the milestone schedule set forth in the SOW.

2.2 **Acceptance Testing.** Upon delivery of each milestone or the final deliverable, Client shall have a period of **[10 (ten)] business days** (the "**Acceptance Period**") to test and inspect the deliverable to verify compliance with the specifications in the SOW.

2.3 **Acceptance / Rejection.**

- If the deliverable complies with specifications, Client shall deliver a written acceptance.
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- If Client identifies material non-conformities, Client shall notify Developer in writing with details. Developer will correct non-conformities at no additional cost and resubmit for testing within a reasonable timeframe.
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- Failure to provide written notice of rejection within the Acceptance Period or putting the software into commercial production shall constitute deemed acceptance by Client.
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3. FEES AND PAYMENT TERMS

3.1 **Fees.** Client agrees to pay Developer the fees specified in the SOW. Payments may be based on fixed-price milestones or Time & Materials rates as defined therein.

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3.2 **Invoicing & Payment.** Invoices shall be issued according to the schedule in the SOW. Client shall pay all valid and undisputed invoices within **[15 or 30] days** from the invoice date.

3.3 **Late Payments.** Unpaid balances shall accrue interest at the rate of **1.5% per month** (or the maximum allowed by law) until paid in full. Developer reserves the right to suspend performance of Services if payments are overdue by more than **[15] days**.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 **Custom Deliverables (Work Made for Hire).** Upon full and final payment of all applicable fees, Developer assigns to Client all right, title, and interest, including all copyright and intellectual property rights, in the customized software code, design, and documentation created specifically for Client under this Agreement ("**Custom Deliverables**").

4.2 **Developer Pre-Existing IP.** Developer retains sole ownership of any pre-existing code, frameworks, tools, libraries, or reusable components (**"Developer IP"**) utilized in developing the software. To the extent Developer IP is incorporated into the deliverables, Developer grants Client a perpetual, royalty-free, non-exclusive, non-transferable license to use, execute, and modify the Developer IP solely as integrated into the software.

4.3 **Third-Party / Open Source Code.** Software delivered hereunder may contain third-party or open-source software, subject to their respective license terms. Developer warrants that it will comply with all third-party license obligations.

5. CONFIDENTIALITY

5.1 **Definition.** "**Confidential Information**" refers to any non-public business, technical, financial, or source code information disclosed by one Party to the other during the term of this Agreement.

5.2 **Obligations.** Each Party agrees to protect the Confidential Information using at least the same degree of care it uses for its own confidential data (and no less than reasonable care), and shall not disclose such information to third parties without prior written consent, except to employees or contractors who need to know and are bound by similar obligations.

6. WARRANTIES AND LIMITATION OF LIABILITY

6.1 **Developer Warranties.** Developer represents and warrants that:

- It has the authority and right to enter into this Agreement;
-
- Services will be performed in a professional and workmanlike manner;
-
- The deliverables will not knowingly infringe upon any third-party intellectual property rights.
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6.2 **Warranty Period.** For a period of **[30/60/90] days** following final acceptance (the "**Warranty Period**"), Developer will repair or fix any material bugs or defects in the software at no additional charge, provided the defect is reported in writing and is not caused by unauthorized modifications by Client or third parties.

6.3 **Disclaimer.** EXCEPT AS EXPRESSLY STATED ABOVE, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

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6.4 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS OR DATA). DEVELOPER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT TO DEVELOPER UNDER THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement commences on the Effective Date and shall remain in effect until completion of Services, unless terminated earlier as provided herein.

7.2 **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision and fails to cure such breach within **[15 or 30] days** of receiving written notice.

7.3 **Termination for Convenience.** Client may terminate this Agreement for convenience at any time by giving **[30] days'** prior written notice to Developer. In such event, Client shall pay Developer for all work performed and non-cancelable expenses incurred up to the date of termination.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of **[State/Country, e.g., State of Delaware, USA / England & Wales]**, without regard to its conflict of law principles.

8.2 **Dispute Resolution.** Any dispute arising out of this Agreement shall first be attempted to be resolved amicably through good-faith negotiation. If unresolved within 30 days, the dispute shall be submitted to binding arbitration under the rules of **[Arbitration Institution, e.g., AAA, ICC]** or settled in the competent courts of **[Jurisdiction/City]**.

9. MISCELLANEOUS

9.1 **Independent Contractor.** Developer is an independent contractor, and nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship.

9.2 **Entire Agreement.** This Agreement, including any Exhibits and SOWs, constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, or agreements.

9.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.4 **Counterparts.** This Agreement may be executed in counterparts, including electronic signatures (e.g., DocuSign), which shall be deemed originals.

10 — EXECUTION BY CRYPTOGRAPHIC SIGNATURE

10.1 Method of execution. The Parties agree that this Agreement may be executed, and is validly executed, by each Party applying a cryptographic signature with the wallet address designated for it in its signature block (its "Designated Address"), whether that address is controlled by the Party directly or through a custodian, a multi-signature arrangement or another key-management arrangement under the Party's control. Each Party consents to transact electronically and waives any objection to the validity, enforceability or admissibility of this Agreement on the sole ground that it was executed in this manner.

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10.2 Signed message. Each signature shall be made over a message that identifies the final version of this Agreement and states at least: (a) the Party's full legal name; (b) the title of this Agreement; (c) the SHA-256 hash of the final PDF of this Agreement (the "Document Hash"); (d) an express statement that the Party accepts and intends to be bound by this Agreement; (e) the date and time of signing in UTC; and (f) the network on which the signature is recorded.

10.3 Record and retention. Each signature shall be recorded on the public distributed ledger named in the signature blocks (the "Network"), in the manner stated there. The network, signature standard, Designated Address, signed message and signature shall be retained together with this Agreement, including in any execution certificate or evidence file produced from the Network.

10.4 Time of execution. If the signing time declared in a signed message differs from the time at which the Network recorded the signature, the time recorded by the Network prevails. This Agreement is executed when the signature of the last Party has been so recorded.

10.5 Authority and internal records. Each Party represents that the persons who caused its signature to be applied were duly authorised to bind it. Each Party shall keep internal records (such as resolutions, powers of attorney or custody instructions) identifying who authorised and caused its signature. Those records need not be recorded on the Network and shall be produced on reasonable request in the event of a dispute.

10.6 What is not execution. A Document Hash, or any other record on the Network, that is not accompanied by a valid signature made with a Party's Designated Address does not constitute execution of this Agreement by that Party. Any change to the final PDF, however minor, produces a different Document Hash, and a signature over a different Document Hash does not execute this Agreement.

10.7 Keys. Each Party is responsible for the security of the keys that control its Designated Address. A signature validly made with a Party's Designated Address is attributable to that Party, unless before the signature was recorded the Party had notified the other Parties in writing that the address was compromised. Before signing, a Party may designate a replacement address by written notice to the other Parties.

10.8 Counterparts and copies. The signatures may be applied separately and at different times and together constitute one and the same instrument. A copy of the final PDF accompanied by the execution certificate or evidence file has the same effect as the original. The Parties may additionally sign by any other means agreed between them, without affecting signatures already made under this Section.

10.9 Public record. The Parties acknowledge that the Network is public and permanent, and that the information in the signed messages (including legal names, the title of this Agreement and the Document Hash) will be publicly and permanently visible and cannot be deleted. The content of this Agreement is not recorded on the Network.

10.10 The Parties intend this Section to constitute their agreement to conduct this transaction by electronic means for the purposes of the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act as adopted in the governing jurisdiction.

10.11 Amendments. This Section applies to any amendment, supplement or waiver of this Agreement, which may be executed in the same manner and shall identify this Agreement by its Document Hash.

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

Company A - Mike Ike - Senior Developer
Network: XRP Ledger Testnet
Wallet address (XRP Ledger account): rBEXVTGDWzjvuiQDjgnyahhstip4n8JLpk
Signature standard: HSuite Native Connect message signature (hsuite-domain-v1)
Signature record: memo on an XRP Ledger transaction sent by this account
Executed by cryptographic signature under Section 10.

Company B - Jake Ake - Senior Manager
Network: XRP Ledger Testnet
Wallet address (XRP Ledger account): rHyRvFQmDHqZUv61ncDTfxQ5bMv1SBXXn4
Signature standard: HSuite Native Connect message signature (hsuite-domain-v1)
Signature record: memo on an XRP Ledger transaction sent by this account
Executed by cryptographic signature under Section 10.

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EXHIBIT A: STATEMENT OF WORK (SOW)

1. Project Overview & Objectives:

[Brief description of the software to be built, e.g., Mobile App, Web Platform, API integration.]

2. Detailed Technical Specifications & Deliverables:

- Deliverable 1: [e.g., Wireframes, System Architecture, UI/UX Design]
- Deliverable 2: [e.g., Backend API & Database Setup]
- Deliverable 3: [e.g., Frontend Implementation & Admin Panel]
- Deliverable 4: [e.g., Deployment & User Acceptance Testing]

3. Milestone Schedule & Payment Terms:

Milestone #	Description	Target Delivery Date	Fee / Payment (%)
Milestone 1	Initial Deposit / Kickoff	[Date]	$ [Amount] (X%)
Milestone 2	Alpha Version / Core Features	[Date]	$ [Amount] (X%)
Milestone 3	Beta Delivery & Testing	[Date]	$ [Amount] (X%)
Milestone 4	Final Launch & Deployment	[Date]	$ [Amount] (X%)

4. Client Dependencies / Responsibilities:

- [e.g., Provide branding assets, API keys, third-party credentials, prompt feedback within X days]

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Execution Certificate

Cryptographic execution under Section 10 — wallet signatures recorded on the XRP Ledger

This file contains the signed document (pages 1–6) followed by this certificate. Each document page carries a verification line in its right margin; the document exactly as signed, without that line, is attached inside this PDF. The signers signed the SHA-256 of the document, shown below as "Final PDF SHA-256"; that is the fingerprint to check. This certificate is evidence of the signatures and is not itself signed. Attached inside this PDF: the evidence file (evidence-520bd82a.json) and the original document (document-520bd82a.pdf).

Verify it yourself

Scan the code, or open the address below and drop this PDF on the Verify page.

https://strater.global/sign/#tab=verify

Every signature is re-checked in your browser from the public ledger. No account, wallet or contact with the signers or with Strater Global is needed.

Document type	Agreement
Agreement title	Agreement - Software Development V3
Final PDF SHA-256	`520bd82a96dcdcb564e5a05e2b80c6169b006a39b2fc6619670772deb0f89ba5`
File name	SOFTWARE DEVELOPMENT AGREEMENT EXAMPLE v3.pdf
Network	XRP Ledger Testnet
Signature records	memo on a transaction sent by each signer’s account
Status	EXECUTED — 2 of 2 parties signed

Company A - Mike Ike - Senior Developer

Wallet address (account)	rBEXVTGDWzjvuiQDjgnyahhstip4n8JLpk
Status	SIGNED
Signature standard	hsuite-domain-v1 (ecdsa_secp256k1)
Public key	`021D6416BF0AEAB8A1BF02C6899E20800C230EC818A7701E98B26DFD6516EA7CC5`
Signed message	`{"schema":"xrpl-agreement-signature/v1","agreement_title":"Agreement - Software Development V3","pdf_sha256":"520bd82a96dcdcb564e5a05e2b80c6169b006a39b2fc6619670772deb0f89ba5","party_legal_name":"Company A - Mike Ike - Senior Developer","account":"rBEXVTGDWzjvuiQDjgnyahhstip4n8JLpk","network":"xrpl:testnet","statement":"Company A - Mike Ike - Senior Developer accepts and intends to be bound by the Agreement identified by the agreement_title and pdf_sha256 in this message.","signed_at_utc":"2026-11-02T00:06:29Z"}`
Signature	`30450220215ceeac94c08679f3fc7826a1b78fd81cbd843b27b3bd4af2fe6ab5c04d8a7702210096dcf1f9c04f59eaffde689b4db62a64ab558eb4c98935100586e14f9effbe16`
Declared signing time (UTC)	2026-11-02T00:06:29Z

Ledger close time (UTC)	2026-11-02T00:06:52Z
XRPL transaction hash	`2F295CC1290A734C5D85A49D7C4E3A18DB3E6ADD4038B9AD227374F7EC8D2F06`
Ledger index	21999114
Transaction signing key	`021D6416BF0AEAB8A1BF02C6899E20800C230EC818A7701E98B26DFD6516EA7CC5`
Account key at signing	key authorised for the account (accepted by the ledger)
Checks	[OK] Statement matches the document [OK] Cryptographic signature is valid [OK] Recorded by the designated account [OK] Signing key controlled the account at that time [OK] Declared signing time is consistent

Company B - Jake Ake - Senior Manager

Wallet address (account)	rHyRvFQmDHqZUv61ncDTfxQ5bMv1SBXXn4
Status	SIGNED
Signature standard	hsuite-domain-v1 (ecdsa_secp256k1)
Public key	`0258E28CFCE889D33775D65B3D3093F39671F207EBC48AB9A6544BEDBB47E79BCC`
Signed message	`{"schema":"xrpl-agreement-signature/v1","agreement_title":"Agreement - Software Development V3","pdf_sha256":"520bd82a96dcdcb564e5a05e2b80c6169b006a39b2fc6619670772deb0f89ba5","party_legal_name":"Company B - Jake Ake - Senior Manager","account":"rHyRvFQmDHqZUv61ncDTfxQ5bMv1SBXXn4","network":"xrpl:testnet","statement":"Company B - Jake Ake - Senior Manager accepts and intends to be bound by the Agreement identified by the agreement_title and pdf_sha256 in this message.","signed_at_utc":"2026-11-02T00:08:30Z"}`
Signature	`3045022100934df49a5527038b8675bd66a4ceb4c63842eef9bded861af12db127f867f2430220702413287a4a287018699b6fb8e0471089aeb4ffa8ad42bfe476a997f162a2c8`
Declared signing time (UTC)	2026-11-02T00:08:30Z
Ledger close time (UTC)	2026-11-02T00:09:11Z
XRPL transaction hash	`C98349E8DEA03A50D7E9A4B00D4A2B72A09701119D282327014A965A89A8572F`
Ledger index	21999153
Transaction signing key	`0258E28CFCE889D33775D65B3D3093F39671F207EBC48AB9A6544BEDBB47E79BCC`
Account key at signing	key authorised for the account (accepted by the ledger)
Checks	[OK] Statement matches the document [OK] Cryptographic signature is valid [OK] Recorded by the designated account [OK] Signing key controlled the account at that time [OK] Declared signing time is consistent

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