

CODE24 WEB SOLUTIONS



Company Registration Number: 2025/892211/07

Tax Number: 9757733192

Business Address: 23 Goldman St, Florida, Roodepoort, 1709

Email: help@code24.co.za

Telephone: +27 67 578 7820

Website: www.code24.co.za

("Code24", "Developer", "Service Provider" or "Company")

And

CLIENT / COMPANY NAME:

.....

Client:

Effective Date: __/__/20__

IMPORTANT AGREEMENT NOTICE

This Master Software Development & Application Development Agreement ("Agreement") establishes the general contractual relationship between Code24 Web Solutions and the Client.

The Agreement, together with the applicable Project Specification, quotation, payment schedule, approved change requests, and schedules attached to it, forms the complete agreement between the Parties regarding the Project.

The Client's selected development package, actual Project requirements, price, timeline, hosting arrangements, support period, and Deliverables shall be recorded in the applicable Project Schedule.

1. PARTIES

This Agreement is entered into between:

CODE24 WEB SOLUTIONS

and

.....

The Parties agree to the terms and conditions contained in this Agreement.

Code24 and the Client are individually referred to as a "**Party**" and collectively as the "**Parties**".

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms under which Code24 will provide software development, application development, website development, backend development, database development, hosting, deployment, maintenance, technical support, and related digital services to the Client.

The exact services purchased by the Client shall be determined by the selected development package and the applicable Project Specification.

3. PROJECT DETAILS

Client Name:

Company Name:

Company Registration Number:

Client Address:

.....

Client Email:

Client Telephone:

Project Name:

Application / Website Name:

Selected Package: [STARTER / BASIC APP / STANDARD APP / ADVANCED APP]

Project Fee: R.....

Amount in words:

.....

Estimated Delivery Period:

Effective Date:

Client Invoice Number: #.....

Client Reg No.:

4. DEFINITIONS

For purposes of this Agreement:

4.1 "Application"

Means the software application, website, web application, mobile application, platform, system, or other software product being developed for the Client.

4.2 "Source Code"

Means the human-readable programming code specifically developed for the Client's Project, including applicable custom frontend code, backend code, scripts, configuration files, database schemas, migration files, and related programming materials.

4.3 "Deliverables"

Means the software, designs, documentation, files, configurations, databases, source code, application builds, deployment materials, and other work product Code24 is required to provide under the agreed Project scope.

4.4 "Project"

Means the software development or digital-development work described in this Agreement and the applicable Project Specification.

4.5 "Third-Party Services"

Means external services used by the Project, including hosting providers, payment gateways, APIs, cloud platforms, SMS providers, email providers, app stores, analytics services, maps, authentication services, and similar services.

4.6 "Third-Party Software"

Means software, frameworks, libraries, plugins, SDKs, APIs, packages, dependencies, or other technology owned or licensed by a third party.

4.7 "Confidential Information"

Means non-public business, technical, financial, personal, commercial, security, Project, or other information disclosed by one Party to the other Party.

4.8 "Change Request"

Means a request made by the Client to modify, add to, remove, redesign, or otherwise alter the agreed Project scope.

5. CODE24 DEVELOPMENT PACKAGES

Code24 offers the following standard development packages:

<i>Package</i>	<i>Price</i>	<i>Estimated Delivery</i>	<i>Main Features</i>
Starter	R3,500	1–2 weeks	1–2 custom screens, static content/brochure, contact & social links, basic SEO setup, 14 days support

Basic App	R8,000	2–4 weeks	3–4 custom screens, static content/brochure, contact form & social links, basic SEO setup, 30 days support
Standard App	R15,000	4–6 weeks	6–10 custom screens, backend API + database, user login & profiles, admin dashboard, push notifications, domain + hosting, 90 days support
Advanced App	R25,000+	8–12 weeks	Unlimited screens, e-commerce/payments, real-time chat or streaming, custom API development, iOS + Android stores, VPS hosting + domain, 6 months support

The selected package for the Client shall be recorded in **Schedule A – Project Specification**.

The Starter Package includes:

- 1–2 custom screens;
- Static content or brochure functionality;
- Contact links;
- Social-media links;
- Basic SEO setup; and
- 14 days of support.

The Starter Package does not include backend API development, user accounts, database-driven functionality, or other advanced functionality unless specifically agreed in writing.

7. BASIC APP PACKAGE

The Basic App Package includes:

- 3–4 custom screens;
- Static content or brochure functionality;
- Contact form;
- Social links;
- Basic SEO setup; and
- 30 days of support.

Backend systems, user accounts, databases, payment systems, or other advanced functionality are excluded unless specifically agreed in writing.

8. STANDARD APP PACKAGE

The Standard App Package includes:

- 6–10 custom screens;
- Backend API;
- Database;
- User login;
- User profiles;
- Administration dashboard;
- Push notifications;
- Domain;
- Hosting; and
- 90 days of support.

Additional functionality must be included in the Project Specification or separately approved.

9. ADVANCED APP PACKAGE

The Advanced App Package starts from **R25,000** and includes:

- Unlimited screens;
- E-commerce functionality;
- Payment integration;
- Real-time chat or streaming;
- Custom API development;
- iOS application deployment;
- Android application deployment;
- VPS hosting;
- Domain; and
- 6 months of support.

Because Advanced Projects may vary substantially in technical complexity, the final Project Fee shall be confirmed in writing before development begins.

10. PAYMENT & BANKING DETAILS

All payments due to Code24 under this Agreement shall be made using the following banking details, unless Code24 provides alternative payment instructions in writing.

Account Name: CODE24 WEB SOLUTIONS

Bank Name: First National Bank

Account Number: 63 184 156 363

Account Type: BUSINESS Account

Branch: FNB Remote Banking

Branch Code: 250655

SWIFT/BIC: FIRNZAJJ

Payment Reference: [CLIENT NAME / INVOICE NUMBER]

The Client shall use the applicable invoice number or payment reference when making payment.

Code24 shall not be responsible for payments made to incorrect banking details where the Client has failed to verify the payment instructions.

Any change to Code24's banking details should be communicated to the Client through an authorized Code24 communication channel.

11. PROJECT SCOPE

Code24 shall develop the Project according to the approved Project Specification.

Depending on the selected package, the Project may include:

- UI/UX design;
- Website development;
- Mobile application development;
- Android development;
- iOS development;
- Backend development;
- API development;
- Database development;
- Administration dashboard;
- User registration;
- User login;
- User profiles;

- Notifications;
- Payment integration;
- E-commerce;
- Chat;
- Streaming;
- Hosting;
- Domain configuration;
- Deployment;
- Testing;
- Bug fixing; and
- Other agreed functionality.

Only functionality expressly included in the Project Specification or approved in writing shall be considered part of the agreed Project scope.

12. PROJECT SPECIFICATION

Before or during commencement of development, the Parties shall identify the specific features and requirements of the Project.

The Project Specification may contain:

- Number of screens;
- Application platforms;
- User types;
- User permissions;
- Database requirements;
- API requirements;
- Admin functionality;
- Payment requirements;
- Notification requirements;
- Hosting requirements;
- Third-party integrations;
- Design requirements;
- Security requirements;

- Deliverables; and
- Other technical requirements.

The Project Specification forms part of this Agreement.

13. NO HIDDEN DEVELOPMENT FEES

Code24's package pricing is designed to provide clear and transparent pricing.

Code24 shall not charge the Client an hourly development fee for functionality already included within the agreed package and Project scope.

There shall be no hidden development charges for the agreed scope.

Where the Client requests additional work outside the agreed scope, Code24 shall communicate the additional cost before the work is undertaken.

14. CHANGE REQUESTS

The Client may request changes during development.

Change Requests may include:

- Additional screens;
- Additional features;
- Additional user roles;
- Additional dashboards;
- Additional integrations;
- New payment gateways;
- New APIs;
- New databases;
- Major redesigns;
- New applications;
- Additional platforms;
- New modules; or
- Other functionality outside the approved scope.

Code24 shall assess the Change Request and, where additional fees or time are required, provide a quotation or written change proposal.

Code24 shall not be required to perform material out-of-scope work without the Client's approval.

15. PROJECT TIMELINE

Estimated delivery periods are:

Starter: 1–2 weeks

Basic App: 2–4 weeks

Standard App: 4–6 weeks

Advanced App: 8–12 weeks

These are estimated development periods and are not guaranteed completion dates unless a separate written fixed-delivery commitment is agreed.

The timeline may be affected by:

- Client delays;
- Delayed approvals;
- Missing information;
- Missing content;
- Third-party integrations;
- Payment gateway approval;
- App Store review;
- Google Play review;
- Hosting issues;
- API availability;
- Change Requests;
- Technical issues; or
- Events outside Code24's reasonable control.

16. CLIENT RESPONSIBILITIES

The Client shall provide Code24 with information and materials reasonably required to complete the Project.

This may include:

- Logo;
- Branding;
- Text;
- Images;
- Videos;

- Product information;
- Pricing;
- Business information;
- API credentials;
- Payment gateway credentials;
- Domain information;
- Hosting information;
- Developer accounts;
- Legal documents;
- Privacy policies;
- Terms and conditions; and
- Other required information.

The Client is responsible for ensuring that all materials supplied to Code24 may legally be used.

17. CLIENT APPROVALS

The Client shall review designs, development builds, demonstrations, testing versions, and other Project materials within a reasonable period.

Where Client approval is required, unreasonable delays may affect the Project timeline.

The Client should appoint a primary contact person authorized to provide Project instructions and approvals.

18. PAYMENT TERMS

Unless a different written payment schedule has been agreed, the default payment structure shall be:

18.1 Deposit – 15%

A **15% deposit** is payable before development begins.

The deposit confirms acceptance of the Project and allows Code24 to allocate development resources.

18.2 Development / Beta Milestone – 45%

A further **45%** shall be payable upon completion of the primary development milestone or beta/testing version.

18.3 Final Payment – 40%

The remaining **40%** shall be payable upon completion of the agreed Project and before final handover of the production Deliverables.

Where applicable, final deployment to app stores may be completed after receipt of the final payment.

19. PAYMENT DEFAULT

Invoices shall be payable according to the agreed payment schedule.

If an amount remains unpaid, Code24 may:

- Suspend development;
- Suspend hosting or services where legally and technically appropriate;
- Withhold unpaid Deliverables;
- Delay deployment;
- Delay source-code handover; and/or
- Require settlement of outstanding amounts before continuing development.

Any applicable late-payment charge shall be stated on the relevant quotation or invoice.

20. SOURCE CODE OWNERSHIP

Source-code ownership is included in the Code24 development packages, subject to full payment of the applicable Project fees.

Upon full and final payment, the Client shall own the custom source code specifically developed for the Client's Project.

Code24 shall retain ownership of its pre-existing technology, reusable components, frameworks, methodologies, generic libraries, internal tools, and proprietary development systems.

The Client shall receive the necessary rights to use Code24 components incorporated into the completed Project.

21. THIRD-PARTY SOFTWARE

The Project may contain Third-Party Software.

Third-Party Software may include:

- Flutter;
- React;
- Node.js;

- Firebase;
- PostgreSQL;
- MySQL;
- APIs;
- Plugins;
- SDKs;
- Open-source libraries;
- Payment gateways;
- Cloud services; and
- Other third-party technology.

The Client acknowledges that Code24 cannot transfer ownership of third-party technology that Code24 does not own.

Third-party software remains subject to its applicable license terms.

22. CLIENT INTELLECTUAL PROPERTY

The Client retains ownership of its:

- Business name;
- Logo;
- Trademarks;
- Branding;
- Product information;
- Images;
- Videos;
- Written content;
- Customer information;
- Business records; and
- Other materials supplied by the Client.

Code24 receives permission to use those materials solely for performing the Project.

23. CODE24 INTELLECTUAL PROPERTY

Code24 retains ownership of technology, materials, methodologies, systems, tools, templates, frameworks, libraries, reusable components, and other intellectual property that existed before the Project or is developed independently of the Client's specific Project.

Nothing in this Agreement transfers Code24's pre-existing intellectual property to the Client.

24. HOSTING AND DOMAIN

Where hosting and domain services are included in the selected package, Code24 shall configure the applicable hosting and domain services according to the agreed Project requirements.

Standard Package

Includes domain and hosting as specified in the package.

Advanced Package

Includes VPS hosting and domain as specified in the package.

Hosting resources are subject to the technical capacity and service limits applicable to the selected infrastructure.

Where the Project requires additional infrastructure, the Client shall be notified of applicable additional costs before implementation were reasonably practicable.

25. THIRD-PARTY SERVICES AND COSTS

Unless expressly included in the Project Fee, the Client is responsible for third-party charges.

These may include:

- Apple Developer fees;
- Google Play Developer fees;
- Payment gateway fees;
- SMS fees;
- Email delivery fees;
- API usage fees;
- Cloud storage;
- Cloud computing;
- Premium plugins;
- Premium software licenses;
- Domain renewal fees;
- Hosting upgrades; and

- Other third-party charges.

Code24 shall not be responsible for pricing changes, outages, suspension, policy changes, or termination by third-party providers.

26. TESTING

Code24 shall perform reasonable testing of the custom software developed as part of the Project.

Testing may include:

- Functional testing;
- Basic device testing;
- API testing;
- Database testing;
- Interface testing;
- Authentication testing;
- Basic performance testing; and
- Deployment testing.

The scope of testing depends on the selected Project and package.

27. ACCEPTANCE

The Client shall have **10 business days** following beta or final testing delivery to identify material defects within the agreed scope.

The Client shall provide written details of such defects.

Code24 shall correct legitimate defects that fall within the agreed scope and applicable warranty.

If the Client does not provide written objections within the acceptance period, the applicable Deliverables may be considered accepted.

Acceptance does not remove the Client's rights relating to valid defects covered by the applicable warranty.

28. WARRANTY

Code24 shall provide support and bug correction according to the support period included in the selected package.

The included periods are:

Package	Included Support
Starter	14 days
Basic App	30 days
Standard App	90 days
Advanced App	6 months

The support period begins following the applicable delivery or Go-Live date.

29. WARRANTY EXCLUSIONS

The warranty does not cover issues caused by:

- Client modifications;
- Unauthorized third-party modifications;
- Third-party software;
- Third-party APIs;
- Operating-system changes;
- Unsupported devices;
- Hosting failures;
- Server configuration changes;
- Payment provider changes;
- External API changes;
- Misuse;
- Failure to follow instructions;
- Data supplied incorrectly by the Client;
- New features; or
- Changes requested after acceptance.

30. MAINTENANCE AFTER INCLUDED SUPPORT

After the included support period expires, additional maintenance may be purchased from Code24.

Maintenance may include:

- Bug fixing;

- Security updates;
- Framework updates;
- OS compatibility updates;
- Server maintenance;
- Performance optimization;
- Monitoring;
- Feature development; and
- Technical support.

The applicable maintenance arrangement shall be quoted separately unless included in an active support agreement.

31. MAJOR UPGRADES

Major changes may require a separate quotation.

These may include:

- Major framework upgrades;
- Major operating-system changes;
- Application redesigns;
- New platforms;
- New business modules;
- Major database changes;
- New payment systems;
- New integrations; and
- Significant performance or infrastructure changes.

32. MOBILE APPLICATION DEPLOYMENT

Where mobile deployment is included, Code24 may assist with publication to:

- Apple App Store; and
- Google Play Store.

The Client is responsible for providing and maintaining required developer accounts unless otherwise agreed.

Code24 cannot guarantee approval by Apple or Google where rejection results from Client content, business practices, privacy requirements, business models, or other matters outside Code24's technical control.

33. APP STORE AND GOOGLE PLAY POLICIES

The Client acknowledges that Apple and Google independently control their application-review processes and policies.

If an application is rejected because of technical issues attributable to Code24, Code24 shall make reasonable corrections within the applicable support/warranty scope.

If rejection results from Client content, business practices, policies, legal documents, privacy practices, or other Client-controlled matters, additional development work may be quoted separately.

34. CONFIDENTIALITY

Each Party shall protect the other Party's Confidential Information.

Confidential Information may include:

- Source code;
- Database information;
- API credentials;
- Passwords;
- Hosting credentials;
- Business information;
- Customer information;
- Financial information;
- Designs;
- Product plans;
- Application concepts;
- Unreleased features;
- Technical architecture;
- Project documentation;
- Internal communications; and
- Other non-public information.

Neither Party shall intentionally disclose Confidential Information to an unauthorized third party.

35. MUTUAL NDA

The **Mutual Non-Disclosure and Confidentiality Agreement contained in Schedule C** forms an integral part of this Agreement.

By signing this Agreement, both Parties acknowledge and agree to the confidentiality obligations contained in Schedule C.

The NDA is mutual and therefore protects confidential information belonging to both Code24 and the Client.

36. PASSWORDS AND SECURITY CREDENTIALS

The Parties may exchange sensitive credentials during the Project.

These may include:

- VPS credentials;
- Hosting credentials;
- Database credentials;
- API keys;
- Firebase credentials;
- Payment gateway credentials;
- Email credentials;
- Apple Developer credentials;
- Google Play credentials; and
- Other administrative credentials.

Each Party shall take reasonable steps to prevent unauthorized access to such information.

Neither Party shall intentionally provide credentials to an unauthorized person.

37. DATA PROTECTION AND POPIA

Where the Project involves personal information, the Parties shall comply with applicable South African data-protection requirements, including the **Protection of Personal Information Act 4 of 2013 (POPIA)**.

The Client remains responsible for determining the lawful purpose for which personal information is collected and used within its business.

Where Code24 processes personal information on behalf of the Client, Code24 shall use such information only as reasonably necessary to provide the contracted services, subject to the Parties agreed responsibilities and applicable law.

Where required, the Parties may enter into a separate Data Processing Agreement.

38. DATA SECURITY

Each Party shall take reasonable measures appropriate to its role to protect information under its control against unauthorized access, loss, misuse, alteration, or disclosure.

Code24 shall not be responsible for security incidents caused by:

- Client negligence;
- Client credential sharing;
- Unauthorized Client modifications;
- Compromised third-party services;
- Third-party infrastructure failures; or
- Other circumstances outside Code24's reasonable control.

39. BACKUPS AND DATA LOSS

Unless a dedicated backup service is expressly included, the Client remains responsible for maintaining appropriate independent backups of critical business information.

Where Code24 provides hosting, Code24 may implement reasonable backup measures depending on the hosting package and infrastructure.

No backup system can guarantee recovery from every possible technical failure.

40. CLIENT CONTENT

The Client is solely responsible for ensuring that content supplied to Code24 is lawful and does not infringe the rights of third parties.

This includes:

- Text;
- Images;
- Videos;
- Music;
- Logos;
- Product information;
- Customer information;
- Documents; and
- Other materials.

The Client shall be responsible for obtaining necessary permissions, licenses, and consents for materials supplied to Code24.

41. CODE24 PORTFOLIO RIGHTS

Unless the Client has expressly agreed to confidentiality restrictions preventing such use, Code24 may identify the completed Project in its:

- Portfolio;
- Website;
- Presentations;
- Social-media posts;
- Marketing materials; and
- Promotional materials.

Code24 shall not publicly disclose passwords, API keys, private customer information, or other confidential security information.

42. WARRANTIES AND REPRESENTATIONS

Code24 represents that:

1. It shall perform the agreed development services in a professional manner;
2. Custom code developed specifically for the Client shall be developed by Code24 or properly licensed;
3. Code24 shall not knowingly infringe third-party intellectual-property rights through its own custom development; and
4. The completed Project shall materially correspond to the agreed Project Specification, subject to the limitations of this Agreement.

Software cannot reasonably be guaranteed to be completely free from defects.

43. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Code24's total liability arising from the Project shall not exceed the total amount actually paid by the Client to Code24 for the relevant Project.

Code24 shall not, to the maximum extent permitted by law, be liable for indirect, incidental, special, consequential, or punitive losses, including:

- Lost profits;
- Lost revenue;
- Lost business opportunities;

- Business interruption;
- Loss caused by third-party services;
- Loss caused by third-party hosting;
- Loss caused by payment providers; or
- Other indirect losses.

Nothing in this Agreement excludes or limits liability to the extent that applicable law does not permit such exclusion or limitation.

44. TERMINATION FOR CONVENIENCE

Either Party may terminate this Agreement by providing **30 days' written notice**, subject to the terms of this Agreement.

Upon termination:

1. The Client shall pay for work completed;
2. The Client shall pay approved expenses incurred;
3. Code24 shall provide Deliverables for which payment has been received;
4. Outstanding payment obligations shall remain payable; and
5. The initial deposit shall generally be non-refundable once development has commenced, except where otherwise required by law or agreed in writing.

45. TERMINATION FOR BREACH

Either Party may terminate the Agreement if the other Party commits a material breach and fails to remedy the breach within **14 days** after receiving written notice.

Termination shall not remove obligations that arose before termination.

46. EFFECT OF TERMINATION

The following provisions shall survive termination where applicable:

- Payment obligations;
- Intellectual property;
- Source-code ownership;
- Confidentiality;
- NDA obligations;
- Data protection;
- Liability;

- Dispute resolution; and
- Any provision which by its nature should survive termination.

47. FORCE MAJEURE

Neither Party shall be liable for unreasonable delay caused by circumstances beyond its reasonable control.

Such events may include:

- Natural disasters;
- Major internet failures;
- Infrastructure failures;
- Government action;
- War;
- Civil unrest;
- Major cyber incidents;
- Third-party service outages;
- Hosting failures; or
- Other circumstances outside reasonable control.

48. INDEPENDENT CONTRACTOR

Code24 is an independent contractor.

Nothing in this Agreement creates:

- An employment relationship;
- Partnership;
- Joint venture;
- Agency relationship; or
- Employer-employee relationship

between the Parties.

49. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party, except where assignment is made as part of a lawful business restructuring, merger, acquisition, or transfer of substantially all relevant business assets.

50. DISPUTE RESOLUTION

The Parties shall first attempt to resolve disputes through good-faith negotiation.

If a dispute cannot be resolved through negotiation, either Party may pursue an appropriate legal remedy available under applicable South African law.

The Parties may agree to mediation or another alternative dispute-resolution process before litigation where appropriate.

51. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the **Republic of South Africa**.

The Parties submit to the applicable jurisdiction of the South African courts, subject to any mandatory jurisdictional requirements imposed by law.

52. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

53. ENTIRE AGREEMENT

This Agreement, together with its Schedules, Project Specification, quotations, approved Change Requests, and other documents expressly incorporated by reference, constitutes the entire agreement between the Parties concerning the Project.

It supersedes prior discussions or representations concerning the same Project to the extent they conflict with this Agreement.

54. AMENDMENTS

Any material amendment to this Agreement must be made in writing and accepted by both Parties.

Email or electronic approval may constitute written approval where legally valid and where the communication clearly identifies the amendment being approved.

55. ELECTRONIC SIGNATURES AND COPIES

The Parties may sign this Agreement electronically where permitted by applicable law.

Electronic copies and signed PDF copies may be treated as counterparts of the same Agreement.

56. NOTICES

Formal notices under this Agreement shall be sent to the contact details specified in the Project Details section or subsequently notified in writing.

Each Party shall notify the other of any material change to its contact details.

57. AGREEMENT DOCUMENT STRUCTURE

The following documents may form part of this Agreement:

Schedule A

Project Specification & Technical Requirements

Schedule B

Payment Schedule & Milestones

Schedule C

Mutual NDA & Confidentiality Agreement

Schedule D

Maintenance & Support Plan

Schedule E

Third-Party Software & Services

Where a Schedule applies to the Project, it forms part of this Agreement.

SCHEDULE A – PROJECT SPECIFICATION & TECHNICAL REQUIREMENTS

A.1 PROJECT INFORMATION

Project Name: #####

Application Name: #####

Selected Package: #####

Project Fee: R#####

Estimated Delivery: #####

A.2 PLATFORMS

- Website
- Web Application
- Android

- iOS
- Admin Dashboard
- Backend/API
- Database

A.3 USERS

User Type 1: [CUSTOMER / USER]

User Type 2: [ADMIN]

User Type 3: [STAFF / DRIVER / VENDOR / OTHER]

A.4 AGREED FEATURES

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____

20. _____
21. _____
22. _____
23. _____
24. _____
25. _____

A.5 THIRD-PARTY INTEGRATIONS

- Payment Gateway
- Firebase
- Google Maps
- Email
- SMS
- WhatsApp
- Social Media
- Shipping
- Analytics
- Other: _____

SCHEDULE B – PAYMENT SCHEDULE

Total Project Fee: R.....

Milestone	Percentage	Amount	Due
Deposit	15%	R#####	Before development
Development / Beta	45%	R#####	Beta milestone
Final Payment	40%	R#####	Final delivery

SCHEDULE C – MUTUAL NDA & CONFIDENTIALITY AGREEMENT

C.1 PURPOSE

This Schedule forms part of the Master Software Development Agreement between Code24 and the Client.

The purpose is to protect confidential information exchanged during the business relationship and Project.

C.2 CONFIDENTIAL INFORMATION

Confidential Information includes:

- Source code;
- Database structures;
- APIs;
- API keys;
- Passwords;
- Hosting information;
- VPS information;
- Business plans;
- Financial information;
- Pricing;
- Customer information;
- Product information;
- Designs;
- Wireframes;
- Application concepts;
- Unreleased features;
- Technical architecture;
- Security information;
- Project documentation;
- Internal communications; and
- Other non-public information.

C.3 CONFIDENTIALITY OBLIGATION

Each Party agrees to:

1. Keep Confidential Information confidential;
2. Use Confidential Information only for legitimate purposes connected to the business relationship or Project;

3. Not sell, publish, distribute, or commercially exploit the other Party's Confidential Information without authorization;
4. Take reasonable steps to protect Confidential Information; and
5. Only disclose Confidential Information to persons who reasonably require access and who are subject to appropriate confidentiality obligations.

C.4 SOURCE CODE CONFIDENTIALITY

Source code and technical materials shall remain confidential.

The Client shall not disclose source code to unauthorized persons.

Code24 shall not disclose the Client's proprietary source code, credentials, or confidential business information to unauthorized persons.

Source-code ownership shall remain subject to Section 19 of the Master Agreement.

C.5 CREDENTIALS

Passwords, API keys, hosting credentials, payment credentials, database credentials, developer-account credentials, and similar security information shall be treated as highly confidential.

Each Party shall take reasonable precautions to prevent unauthorized access.

C.6 PERSONAL INFORMATION

Where Confidential Information includes personal information, the Parties shall comply with applicable data-protection requirements.

Personal information shall not be used for purposes unrelated to the Project or legitimate contractual requirements.

C.7 EXCLUSIONS

Information shall not be considered Confidential Information where it:

1. Was publicly available before disclosure;
2. Becomes publicly available without breach;
3. Was already lawfully known;
4. Is independently developed without use of Confidential Information; or
5. Is lawfully received from an authorized third party.

C.8 REQUIRED DISCLOSURE

A Party may disclose Confidential Information where required by law, court order, or lawful government authority.

Where legally permitted, reasonable notice should be provided to the other Party.

C.9 RETURN OR DESTRUCTION

Upon reasonable written request, each Party shall return or securely destroy Confidential Information, subject to lawful record-retention requirements and routine backups.

C.10 DURATION

General confidentiality obligations shall continue for **3 years** following completion or termination of the Project.

Information constituting trade secrets shall remain protected for **5 years or for as long as the information remains legally protected as a trade secret, whichever is longer**.

Personal information shall continue to be handled in accordance with applicable law.

C.11 UNAUTHORISED DISCLOSURE

A Party that becomes aware of an actual or reasonably suspected unauthorized disclosure of Confidential Information shall notify the affected Party within a reasonable period and cooperate in reasonable efforts to limit further disclosure.

C.12 REMEDIES

A Party whose Confidential Information has been improperly disclosed may seek remedies available under applicable law.

Nothing in this NDA limits any other contractual or legal rights available to either Party.

SCHEDULE D – MAINTENANCE & SUPPORT

D.1 INCLUDED SUPPORT

Starter: 14 days

Basic App: 30 days

Standard App: 90 days

Advanced App: 6 months

D.2 SUPPORT INCLUDES

Where applicable:

- Bug fixes;
- Technical troubleshooting;
- Basic application assistance;
- Correction of defects within the agreed scope; and
- Reasonable deployment assistance.

D.3 SUPPORT DOES NOT AUTOMATICALLY INCLUDE

- New features;
- Major redesigns;
- New applications;
- Major framework migrations;
- Third-party service changes;
- New payment gateways;
- New APIs;
- Additional screens outside the package; or
- Major infrastructure upgrades.

Such work may require a separate quotation.

SCHEDULE E – THIRD-PARTY SOFTWARE & SERVICES

The Project may use third-party services and technologies.

Examples include:

- Flutter;
- Firebase;
- Google services;
- Apple services;
- Payment gateways;
- Hosting providers;
- VPS providers;
- APIs;
- Open-source libraries;
- Plugins;

- SDKs;
- Email services;
- SMS services; and
- Other third-party technology.

Third-party software remains subject to the applicable third-party license or service agreement.

Third-party service costs, where not expressly included in the Project Fee, shall be paid by the Client.

FINAL ACKNOWLEDGEMENT

The Parties confirm that:

1. They have read this Agreement;
2. They understand its contents;
3. They agree to the Project scope;
4. They agree to the selected package and Project Fee;
5. They understand the payment terms;
6. They understand the source-code ownership provisions;
7. They agree to the confidentiality and NDA provisions;
8. They understand the support and warranty provisions;
9. They understand that additional features outside the agreed scope may require a separate quotation; and
10. They agree to be bound by the terms of this Agreement.

SIGNATURE PAGE

FOR CODE24 WEB SOLUTIONS

Authorized Representative

Full Name: _____

Position: _____

Signature: _____

Date: _____

FOR THE CLIENT

[CLIENT / COMPANY NAME]

Authorized Representative

Full Name: _____

Position: _____

Signature: _____

Date: _____

WITNESS 1

Full Name: _____

Signature: _____

Date: _____

WITNESS 2

Full Name: _____

Signature: _____

Date: _____

DOCUMENT CONTROL**Document:** Code24 Master Software Development & Application Development Agreement**Company:** Code24 Web Solutions**Jurisdiction:** Republic of South Africa**Effective Date**.....**Client:****Project:** Custom Package