Andritha Online
WEB & SOFTWARE DEVELOPMENT

DEVELOPMENT AGREEMENT

AO-AGR-2026-077

CASE MANAGEMENT SYSTEM

THE DEVELOPER

Andrew Njiokwuemegi, trading as Andritha Online
Cape Town, South Africa
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THE CLIENT

New Leaf Financial Solutions (Pty) Ltd
217 Pretorius Street
Pretoria Central, 0002
jeffline117@gmail.com

AGREEMENT DETAILS

Reference	AO-AGR-2026-077
Start date	19 August 2026
Project value	R130 000.00
Related invoice	AO-2026-077
Completion target	2 September 2026

TOTAL PROJECT VALUE
R130 000.00

Paid on signature of Milestone 1 **R91 000.00** (70%)
Balance on completion **R39 000.00** (30%)
Then **6 months free support**, thereafter R4 500/month

1 Who this agreement is between

This agreement is between **Andrew Njiokwuemegi, trading as Andritha Online** of Cape Town, South Africa ("Andritha") and **New Leaf Financial Solutions (Pty) Ltd** of Pretoria ("New Leaf").

- It starts on **19 August 2026** and covers the work described in section 2, **including work already done before it was signed**.
- Where this agreement and any earlier email, quote or conversation disagree, **this agreement applies**.

2 What Andritha is building

The seven items below are the whole of the work. They match invoice AO-2026-077 line for line.

WORK STREAM	VALUE (ZAR)
1. Discovery, systems architecture & scope Process mapping, data model, systems map, documentation and delivery plan.	**12 000.00**
2. Client web portal Secure login, case file, live matter timeline, documents and activity. Phone and desktop.	**28 000.00**
3. Staff console & case management pipeline Dispute pipeline across branches, lending book, per-matter controls, client files, activity log.	**30 000.00**
4. Client mobile application (iOS & Android, installable) Credit dashboard and report, identity verification, application wizard, offer acceptance with signature, loan servicing, dispute tracking, notifications, offline use.	**25 000.00**
5. Live sync layer & shared client record One record behind app, portal and console — staff changes reach the client's phone in seconds. Statutory bars (e.g. NCA s88) enforced server-side.	**14 000.00**
6. Automation & client communications Stage-triggered client notifications, internal alerts, and the AI concierge with compliance guardrails.	**10 000.00**
7. Affordability engine, POPIA compliance & reporting NCA-aligned fee, interest and affordability calculations, POPIA data handling and consent, reporting.	**11 000.00**
VAT	**R0.00 — not applicable**
Total project value	**R130 000.00**

3 What it costs and when it is paid

- **Total: R130 000.00.** Andritha is not a registered VAT vendor, so no VAT is charged and none may be claimed.
- **70% — R91 000.00** — invoiced on 19 August 2026 as **AO-2026-077**, due on receipt. Work on the remaining stage continues once it reflects.
- **30% — R39 000.00** — payable within **7 days** of Andritha sending New Leaf a written completion notice under section 6.
- **Checking the work.** After the completion notice New Leaf has **5 working days** to send a written list of anything that does not work as described in section 2. Andritha fixes those at no charge. If nothing is sent within 5 working days, the work counts as accepted.
- While any payment is overdue, Andritha may pause hosting and hold back handover under section 8. **No interest and no penalties are charged.**
- Payment is by EFT to the account below. Please use the invoice number as the reference and email proof of payment to andy.n@andrithaonline.com.

BANKING DETAILS

Account name	**Andritha Online (Andrew Njiokwuemegi)**	Bank	**Capitec Bank**	Account type	**Capitec Entrepreneur**
Account number	**2585041197**	Branch code	**470010**	Reference	**The invoice number**

4 What is not included

These fall outside the R130 000. Andritha will quote for any of them separately, in writing, before starting.

- **Credit bureau data.** The system currently shows credit scores and credit reports using **sample data**. Using real credit data needs New Leaf's own account and contract with a credit bureau, and the work to connect it is **not part of this agreement**.
- **App store submission** to the Apple App Store or Google Play — the developer accounts, their fees, and the review and approval process. See section 10.
- **Payment processing** — payment gateway, loan disbursement, debit orders or collections.
- **Written content, photographs, logos, staff profiles and customer reviews** — supplied by New Leaf.
- **Third-party costs** — domain names, software licences, SMS and email credits, bureau fees.
- **Legal, financial or compliance advice** of any kind. See section 10.

Anything not listed in section 2 is new work.

5 What Andritha needs from New Leaf

The build cannot finish without these. **For each working day an item stays outstanding, the completion date in section 6 moves out by one working day.**

- New Leaf's terms and conditions
- Existing customer records, sent by the secure method Andritha provides — **never by ordinary email**
- NCRCP, FSP and company registration numbers
- Confirmation of the lending model — own book or brokered
- Rates, fees, loan limits and credit policy
- Branch addresses, and the correct head office address and phone number
- Staff names, roles and photographs
- Customer reviews to be published
- The POPIA Information Officer's name and contact details
- The list of staff who need console logins

6 When the work is finished — and why going live is separate

- **Finished means** the seven items in section 2 are built and working on Andritha's systems. Andritha then sends a written completion notice. **Target date: 2 September 2026**, moving as set out in section 5.
- **Going live to real customers is a separate step.** It depends on New Leaf holding the registrations it needs — NCR registration as a credit provider for lending, and FSP licensing where insurance or investment products are sold — and on New Leaf supplying real content. Andritha cannot obtain these and has no control over how long they take.
- **Going live is therefore not a condition of the final payment.** Once the work in section 2 is finished and accepted under section 3, the R39 000.00 is due, even if go-live is still waiting on a registration, on content, or on anything else in section 5.
- Andritha will hold the finished system, ready to publish, until New Leaf confirms it is cleared to go live. The 6 months of free support in section 7 starts on final payment, not on go-live.

7 Support and hosting afterwards

- **Six months free, starting the day the final payment clears.** This covers hosting and infrastructure, keeping the system online and secure, security updates, and fixing anything that stops working as described in section 2.
- **After those six months: R4 500 per month**, month to month. Either side may stop it with 30 days' written notice. The rate may be reviewed once a year, on 30 days' written notice.
- **Not covered by support**, and quoted separately: new features, new screens or new integrations, redesigns, content rewrites beyond small edits, third-party costs, and training beyond the initial handover.
- If New Leaf moves hosting elsewhere, Andritha will help transfer everything at an hourly rate agreed in advance, and support under this section ends.

8 Who owns what

- **Until the final payment clears, Andritha owns the software** and everything built under this agreement.
- **Once the final payment clears, New Leaf owns it** — the code, the designs and the content built for New Leaf under section 2.
- **Handover happens at that same moment:** source code, domain control, hosting account access and administrator passwords.
- Andritha keeps ownership of its own general-purpose tools, libraries and building blocks that it created before or alongside this project and reuses for other clients. New Leaf gets a permanent, free licence to keep using those as part of the system.
- Andritha may show and describe this project in its portfolio, unless New Leaf asks it not to in writing.

9 Customer data and POPIA

- Under the Protection of Personal Information Act, **New Leaf is the responsible party and Andritha is the operator**. Andritha handles personal information only on New Leaf's instructions and for this project.
- Andritha keeps that information secure and confidential and will not use it for any other purpose or give it to anyone else.
- **Real customer data must be sent by the secure method Andritha provides, never by ordinary email**, and is never placed in demonstration or test systems. Every name, number and figure in the demonstration versions is invented.
- If Andritha becomes aware of a security breach affecting personal information, it will tell New Leaf without delay so New Leaf can meet its reporting duties.
- When this agreement ends, or on written request, Andritha returns or securely deletes the personal information it holds.
- New Leaf must appoint and name its POPIA Information Officer.

10 Licences and compliance belong to New Leaf

- **NCR registration as a credit provider, FSP licensing, and every other licence or registration are New Leaf's responsibility and cost.** New Leaf confirms it holds, or is applying for, everything its business requires.
- **Andritha builds software. It does not give legal, financial or compliance advice**, does not verify New Leaf's registration status, and is not responsible for New Leaf's compliance with the National Credit Act, FAIS or any other law.
- **App stores add their own rules.** Apple limits consumer lending apps to a maximum 36% APR including all fees, and does not allow loans repayable in full within 60 days. Google Play requires a financial services declaration and proof of NCR licensing. **If New Leaf's real rates exceed Apple's cap, an iOS App Store release may not be possible.** This is stated up front so it is not a surprise later.
- Where a lending app is published, the developer account should be New Leaf's, because the account holder carries the compliance relationship with the store.

11 The usual terms

- **Warranty.** For 30 days after acceptance, Andritha fixes anything that does not work as described in section 2, free of charge. This does not cover changes made by New Leaf or anyone else, or failures caused by third-party services outside Andritha's control.
- **Liability.** Neither side is liable for indirect or consequential loss, including lost profit. Andritha's total liability under this agreement is limited to the amount New Leaf has actually paid it. Nothing here limits liability for fraud or for anything the law does not allow to be limited.
- **Confidentiality.** Both sides keep the other's business information private, during this agreement and after it ends.

- **Ending it.** Either side may end this agreement by giving 14 days' written notice. New Leaf pays for all work done up to that date. Sections 8, 9, 10 and this confidentiality term continue to apply.
- **Disagreements.** Both sides will talk first and try in good faith to resolve any dispute before taking it further.
- **Signing electronically.** Both sides agree this agreement may be signed electronically. A signature applied on this page, or a scanned or photographed signature, is valid and binding under the Electronic Communications and Transactions Act 25 of 2002.
- **Changes.** Any change to this agreement must be in writing and agreed by both sides.
- **Law.** This agreement is governed by South African law. If any part of it cannot be enforced, the rest still stands.

Signed by both parties

Sign online below — no printing, no scanning. By signing, each party confirms it has read and understood this agreement and agrees to it in full. A signature applied here is valid and binding under the Electronic Communications and Transactions Act 25 of 2002.

FOR ANDRITHA ONLINE

Andrew Njiokwuemegi trading as Andritha Online

CAPACITY

Owner

SIGNATURE

DATE

PLACE

FOR NEW LEAF FINANCIAL SOLUTIONS (PTY) LTD

New Leaf Financial Solutions (Pty) Ltd

FULL NAME

CAPACITY (E.G. DIRECTOR)

SIGNATURE

DATE

PLACE

Andritha Online

Agreement AO-AGR-2026-077 · 19 August 2026 · Related invoice AO-2026-077

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