

Digital Alternatives Limited



Contract for Services AGREEMENT FOR THE PROVISION OF SERVICES

This contract for services is made between:

Digital Alternatives Limited herein referred to as “the Company”; and

Noah Emmanuel Idachaba herein referred to as “the Contractor”;

On 2nd September, 2023

In relation to the provision of the following agreed “Services”

Backend Engineer” For an initial period of 3 months.

Purpose of agreement

1. This Agreement sets out the terms on which the Company appoints the Contractor to undertake the agreed Services. This Agreement is a contract for services and not a contract of employment. No term within this Agreement is intended to infer an employment relationship between the Company and the Contractor.
2. As such, the Contractor is not entitled to any employment rights in respect of any period of appointment. The Contractor will not therefore receive, for example, paid leave of absence in relation to annual leave or sickness.
3. The Contractor will at all times represent him/herself as an independent contractor in business on his/her own account and is not part and parcel of the Company. The Contractor shall not represent him/herself as an employee of the Company.

Provision of work

4. The Company is under no obligation to offer the Contractor any work. Accordingly, the Contractor shall not be obliged to accept any work offered by the Company. No mutuality of obligation is created under this contract.
5. The Contractor will work under his/her own direction and control for the period of appointment. Notwithstanding this, the Contractor will comply with reasonable requests from the Company.

Contractor's obligations

6. The Contractor agrees on his/her own part and on behalf of any delegates as follows.
 - (a) To devote such of his/her time, attention and skill to the business of the Company as shall be necessary for the proper and timely performance of the Services.

- (b) To carry out the Services in an expert and diligent manner and to provide his/her services to the best of his/her commercial, technical and creative skill.
- (c) To provide and pay for his/her own tools, machinery, equipment and materials as appropriate save for basic office stationery.
- (d) Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
- (e) To take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the appointment.
- (f) To comply with any rules or obligations in force at the premises where services are performed during appointments to the extent they are reasonably applicable.
- (g) To furnish the Company with any progress reports as may be requested from time to time.
- (h) To rectify any part of the Services provided which are, in the reasonable opinion of the Company, faulty, at his/her own expense within a reasonable timeframe.
- (i) To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- (j) To adhere to the Company's zero tolerance approach to all forms of discrimination and ensure that no person receives less favorable treatment because of any of the protected characteristics within the Equality Act 2010.

(k) The Contractor may undertake work for any other organization at any time, whether before, during or after this appointment, and the undertaking of such work will not preclude the Company offering the Contractor additional appointments as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other Client company.

(l) The Contractor may advertise their services on and off site and sign-write their own vehicles and equipment in any way the Contractor sees fit without any objection by the Company.

Fee

7. The Contractor will receive payment from the Company for the Services provided at the rate of N250,000 per calendar month, plus VAT if applicable.

8. The Contractor must submit an invoice to digitalalteratives@gmail.com and payment will be made no later than 1 week from receipt of the invoice. No fee will be payable for any period which is not covered by an invoice.

9. During periods of time when there are no Services to perform, the Contractor will receive no retainer payment from the Company.

10. The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its delegates. The Contractor agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities in respect of Income Tax and National Insurance Contributions or similar contributions in relation to Contractor's provision of services.

11. The Company will reimburse the Contractor for any reasonable expense incurred wholly and exclusively in the provision of the Services, upon production of evidence of expenditure.

Insurance

12. The Contractor will take out and maintain adequate public liability insurance and employer's liability insurance to protect him/herself against any liabilities arising out of this contract. A copy of the insurance certificates should be made available for inspection by the Company on request.

Confidentiality

13. It is likely that, during the appointment, the Contractor will obtain knowledge of sensitive Company information including but not limited to its business strategy, trade secrets and financial affairs. In order to protect such information, and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on his/her own part and on behalf of his/her delegates as follows:

(a) Not at any time whether during the appointment or after its termination to disclose to any person or to make use of any of the trade secrets or confidential information of the Company, unless this has been expressly authorized by the Company. The Contractor should seek this express authorisation before any such disclosure.

(b) Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Company except when required to do so in the course of his/her duties in which event any such item shall belong to the Company as appropriate.

(c) Not at any time after the termination of this Agreement use or procure the use of the name of the Company in connection with his/her own or any other name in any way calculated to suggest that he/she continues to be connected with the business of the Company or in any way hold himself/herself out as having such connection.

Data Protection

14. The Contractor will act as a Data Processor as defined by data protection legislation being the General Data Protection Regulation, the Data Protection Act 2018, on behalf of the Company in regard to the processing of Personal Data, including without limitation in relation to Clients and Special Categories of Personal Data (terms which are defined by data protection legislation). The Contractor shall read the Annex in relation to data processing activities.

15. The Company collects and processes certain types of data about the Contractor and does so in line with data protection legislation. The Contractor shall read the Company's Privacy Notice for Contractors which is attached to this document for more information about the types of data processed and the reasons for the processing.

Termination

16. Either party may withdraw from this Agreement by giving written notification to the other party of this intent. The notice to be given shall be not less than 1 month.

17. In addition, this Agreement will be terminated by the Company with no notice in the event of any of the following:

(a) being in material or persistent breach of any of the terms of this contract.

(b) having a bankruptcy order made against him/her or making any arrangement with his/her creditors or having an interim order made against him/her.

(c) being convicted of any criminal offense other than a minor driving offense under the Road Traffic Acts.

(d) persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Services, including a failure to remedy any fault in work produced within a reasonable period of time of being notified of that fault.

(e) doing any action manifestly prejudicial to the interest of the Company or which may, in the opinion of the Company, bring it into disrepute.

(f) and the Contractor shall have no claim against the Company in respect of the termination for any of the reasons specified above.

18. Upon the termination of this Agreement for whatsoever reason, the Contractor will deliver up to the Company or its authorized representative all keys and any ID/entry card, documents, account records and any other papers which may be in his/her possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company.

Entire Agreement

19. This contract contains the entire Agreement and understanding of the parties relating to the subject matter of this contract and extinguishes all previous Agreements between the parties relating to the subject matter hereof.

Severability

20. If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this contract shall continue in full force and effect as if this Agreement had been signed with the invalid, illegal or unenforceable provision eliminated.

Law and jurisdiction

21. This contract is governed by the laws of the Federal Republic of Nigeria and the parties submit to the jurisdiction of the courts of the Federal Republic of Nigeria.

Date Signed: _____

Name BELLO ABDULMATEEN (On
behalf of the Company)

Designation DIRECTOR

I acknowledge receipt of this Agreement and confirm acceptance of the terms and conditions contained therein.

Date Signed: 2nd September, 2023



Name: Noah Emmanuel Idachaba

Designation: Backend Engineer