**Client:** Nakachi Consulting (kene@nakachiconsulting.com.ng)

**Project:** Development Support for Nakachi Consulting

**Date:** 02/10/2020

**Developer:** Victor Iheukwumere (victoriheukwmere@gmail.com)

This agreement (the “Agreement”) is made on “2nd October, 2020” between Nakachi Consulting Limited herein referred to as the “Client” andVictor Iheukwumere, herein referred to as the “Developer”. In consideration of the mutual agreement made herein, both parties agree as follows:

**Work:** The Developer agrees to provide development support to the in-house developer of the Client, herein referred to as the “Work”, at the request of the Client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Developer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Developer will cooperate with the Client in editing and otherwise reviewing each deliverable prior to completion.

**Work Scope:** As compiled in the Specification document, the Developer is expected to develop the user interface and API integrations with the in-house developers of the Client. These development services would undergo Quality Assurance tests at intervals to ensure that the products are in line with the accurate specs as delivered by the product manager.

**Confidentiality:** Developer acknowledges that he may receive or have access to information whichrelates to the Client’s past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Developer agrees to protect the confidentiality of the Client’s proprietary information and all physical forms thereof, whether disclosed to Developer before this Agreement is signed or afterward.

**Compensation:** Client agrees to pay Developer an estimated monthly retainer of N50,000 NGN during any active project with an agreed upon timeline. If the parameters of the Work change, or if it involves more time than estimated, Developer will inform Client and they can renegotiate the Work’s cost and duration. Developer is responsible for the payment of all federal, state, and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Developer as an employee for any purpose.

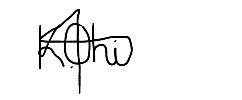
**Client Approval:** Upon acceptance of the Work, Client accepts costs for any further processes in whichthis work is used (e.g. deployment, database population etc.) Developer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

**Completion:** In the event the Developer confirms a project has been completed in accordance withthe design specs, the Developer is expected to deploy the source code to the approved cloud server. Any additional features and/or troubleshooting required after the project has been completed will incur additional maintenance costs to the Client.

**Copyright:** The Developer acknowledges and agrees that all rights, title and interest in any confidential information will remain the exclusive property of the Client. Accordingly, the Developer specifically agrees and acknowledges that he will have no interest in the confidential information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Developer may have created or contributed to the creation of that confidential information.

**Cancellation:** Both parties understand that Client or Developer may terminate the service at any time if,for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of a project based on the percentage of the project completed that is determined by Developer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate.

**Acceptance of Terms:** Client promises to pay for the services rendered by Developer for the Work asagreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.



**Client signature & date: 02/10/2020**

**Developer signature & date:** **2/10/2020**