

Contractor Agreement

This Independent Contractor Agreement (the “**Agreement**”) is entered into November 30, 2021 (the “**Effective Date**”), by and between AVERA PLANET, with an address of 25, Swan hotel, along Ilesha expressway, Akure south LGA, Akure Ondo State, Nigeria represented by Gabriel Adefolaju (the “**Client**”), and Miracle Oghenechavwuko Godspeed, with an address of Chukwuka Utazi street, Liberty Estate, Enugu, Enugu state, (the “**Contractor**”), individually referred to as “the **Party**” and collectively “the **Parties.**”

BACKGROUND:

The Contractor possesses the following experience, skills, and/or knowledge:

Software Engineer, Fullstack Developer for Websites and Website Applications (Web App)

The Client requires the following work to be completed and wishes to engage the Contractor to perform such work:

Build a fully deployed web app with fully functional frontend and backend codes

PAYMENT

1. The Contractor will charge the Client for the Services as follows (the "Payment"):

- Payment from Client will be done on milestone basis. A total of ₦ 475,000 (Four hundred and Seventy-five thousand naira only) to be paid to the Contractor in installments upon completion of milestones as follows.
 1. Upon completion of Milestone 1 and 2 ₦150,000 (One hundred and Fifty thousand naira only)
 2. Upon completion of Milestone 3 ₦100,000 (One hundred thousand naira only)
 3. Upon completion of Milestone 4 ₦125,000 (One hundred thousand naira only)
 4. Upon completion of Milestone 5 ₦100,000 (One hundred thousand naira only)

MILESTONES

Milestone 1; Production and approval by client of:

User sign-up and sign-in, user authentication, User single sign-on feature, language translation feature, Profile creation and editing. All assets and codes to be submitted and deployed to the designated azure server, tested and approved to be working as intended and as designed in prototype

Milestone 2; Production and approval by client of:

Answering of survey questions "Family Health History" with working conditional logic and display of survey results as designed in the prototype

Milestone 3; Production & approval by client of:

All remaining survey questions in the 5 survey groups with working conditional logic and display survey results as designed in the prototype.

Milestone 4; Production & approval by client of:

A Custom Management System or admin panel

Milestone 5; Production & approval by client of:

Documentation of work done. Fully descriptive Documentation of all codebase used and work done.(frontend, backend and database)

THEREFORE, the Parties agree as follows:

1. **Services.** The Client requests and the Contractor agrees to perform the following specific Services (the "**Services**"):

Build a fully deployed web app with fully functional frontend and backend codes

The Contractor agrees to perform duties and tasks related to the Services as part of the Services. If additional Services, outside the scope of those Services set forth above, are required, the Parties will enter into a new agreement or amend this Agreement.
2. **Compensation.** The Parties agree the Contractor will be compensated as follows:

a total fee of ~~N4~~75,000 to be paid as staged out in the Milestone definition
3. **Ownership of Work Product (the "Work Product").** As a result of this Agreement, the Contractor will create the Work Product, including, but not limited to, documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by the Client. The Contractor does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.
4. **Term.** This Agreement shall commence upon the Effective Date, as stated above

5. **Independent Contractor Relationship.** The Parties agree that the Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Contractor.
6. **Confidentiality.** During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Contractor in order for Contractor to complete the Services. The Contractor will not share any of this proprietary information at any time. The Contractor also will not use any of this proprietary information for the Contractor's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
7. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other Party. The Client will be responsible for payment of all Services performed and approved by the client up to the date of termination, except for in the case of the Contractor's breach of this Agreement, where the Contractor fails to cure such breach upon reasonable notice. Upon termination, the Contractor shall return all Client content, materials, and all Work Product to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.
8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Disclaimer of Warranties.** The Contractor shall complete the Services for the Client's purposes and to the Client's specifications. THE CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE CONTRACTOR HAS NO RESPONSIBILITY TO THE CLIENT IF THE DELIVERABLES DO NOT LEAD TO THE CLIENT'S DESIRED RESULT(S).
12. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

13. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
14. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
15. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
16. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the constitution of the Nigerian law.
17. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Avera Planet

Signature _____

Name: Gabriel Adefolaju

Title: CEO and Founder

Date: November 30, 2021

Address: 35, Swan Hotel, Ilesha-Owo Expressway, Akure, Ondo State, Nigeria

Miracle Oghenechavwuko Godspeed

Signature _____

Phone Number: +2347088582107

Date: November 30, 2021

Address: Chukwuka Utazi street, Liberty Estate, Enugu, Enugu state