

SERVICE CONTRACT
(CONTRACT NO:EWL/SCM/MSA/006)

BETWEEN

EKCEL WORKS LIMITED
(COMPANY)

AND

JOBBERMAN LIMITED
(CONTRACTOR)

FOR

PROVISION OF JOB LISTING AND BOOSTING SERVICES

SECTION I: CONDITIONS OF CONTRACT

This Agreement is made this 14th day of October, 2021

BETWEEN

EKCEL WORKS LIMITED a limited Liability company incorporated under the laws of the Federal Republic of Nigeria and having its registered office at No 7 Bori Road Rumuibekwe Estate Port- Harcourt, Rivers State (hereinafter called the "**COMPANY**" which expression shall wherever the context so admits include its assigns and successors-in-title) of the first part

AND

JOBBERMAN LIMITED, a limited liability company incorporated under the laws of the Federal Republic of Nigeria and having its registered office situated at **15th Floor Elephant House, 214 Broad Street Marina Lagos Nigeria** (hereinafter called "**CONTRACTOR**" which expression shall wherever the context so admits include its assigns and successors -in-title) of the other part;

The COMPANY and the CONTRACTOR are both hereinafter jointly referred to as "Parties" and individually as a "Party."

IT IS HEREBY AGREED as follows

CONTRACT duration is Six (6) Months.

Contract effective date is 14th of October, 2021 and will terminate on the 13th of March 2022

SCOPE is described in part as **PROVISION OF JOB VACANCY LISTING AND BOOSTING**

WHEREAS:

1. COMPANY desires the services of a competent Contractor to provide basic Job listing on their portals and Job boost to advertised job vacancies.
2. The CONTRACTOR is a Nigerian based job portal and career platform that lists candidate job applications for employers and helps connect people looking for jobs with companies hiring.
3. COMPANY is willing to engage the services of the CONTRACTOR and the CONTRACTOR has agreed to render the Services under the terms and conditions set out below.

1. SERVICE CONTRACT

- a. No terms in CONTRACTOR's quotation, acknowledgment, confirmation accepting the Service Contract, invoice, specification, or similar document will form part of the agreement between the parties. CONTRACTOR waives any right to rely on such terms and conditions.
- b. Time is of the essence for the performance of SCOPE.
- c. Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

2. LIABILITIES AND INDEMNITIES

- (a) Liability for loss of and damage to property and for personal injury, death, or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.
- (b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, regardless of negligence or other fault.
- (c) Neither party is released from CONSEQUENTIAL LOSSES of the other caused by disclosure of CONFIDENTIAL INFORMATION or LIABILITIES related to Intellectual Property Rights. Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

3. TERMINATION

Either Party shall have the right to terminate this Agreement by giving to the other Party one (1) month notice in writing to that effect if a Party has committed a breach that shall have an adverse effect on the other Party which the defaulting Party has failed to rectify or remedy within one (1) month after the breach was first brought to its attention by written notice.

Either Party shall have the right to terminate in the absence of a breach by giving one month written notice to the other Party.

Termination of this Agreement shall be without prejudice to any rights and remedies which the either Party may have under the Agreement or otherwise by virtue of this Agreement.

4. NOTICES

The name and email addresses of the PARTIES for the purposes of Clause 4 are:-

Notices to COMPANY shall be sent to:

Name:- **Chinedu Adiele**

Email: adiele.chinedu@oilservltd-ng.com

Notices to CONTRACTOR shall be sent to:

Name: Maxwell Ihiaso

Email: mihiaso@jobberman.com

or such other address or fax number as may be notified in writing from time to time by the relevant PARTY to the other PARTY.

5. ASSIGNMENT

This contract and all the rights and obligations contained herein shall not be assigned by either of the parties herein, without the consent of the other party first sought and obtained in writing.

6. CONFIDENTIALITY

In the observance of the terms under this contract or otherwise, all information regarding services to be rendered by CONTRACTOR and COMPANY shall at all times be treated by both parties as confidential and shall not be disclosed or circulated except with the prior written consent of COMPANY or CONTRACTOR or to the extent that the information is or comes into the public domain through no fault of either party, or that such disclosure is required by law.

7. APPLICABLE/GOVERNING LAWS

This contract shall be read and construed in accordance with the Laws governing the Federal Republic Nigeria.

8. ARBITRATION

- (i) Any disputes, claims or differences arising out of this Contract between the parties shall be settled amicably by both parties. If they are unable to reach an amicable settlement, each party shall appoint an arbitrator, who in turn shall appoint the third arbitrator to preside over the proceedings for conciliation and arbitration in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004.
- (ii) The venue of Arbitration shall be Port Harcourt State, Nigeria and the arbitration decision shall be final and binding upon both parties.
- (iii) The existence of an arbitration proceeding during the subsistence of this Contract shall not suspend the obligation of the parties as contained herein.

9. LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the SERVICES within the stipulated time as stated in the contract, and fails to deliver the services or part thereof in accordance with the relevant delivery due dates or any time extension thereto as may be granted by COMPANY in accordance with the provisions of the contract, then without prejudice to COMPANY'S other rights and remedies under the contract or at law, the CONTRACTOR shall become liable to pay to COMPANY as liquidated damages, not as penalty, which shall be calculated at a rate of one (1) percent of the contract value for every week of delay or part thereof beyond the delivery dates specified in the contract/Service Order, subject to a maximum limit of ten (10) percent of the contract value.

Subject always to the rights of the COMPANY to terminate the contract and other remedies in the contract, the payment of liquidation damages shall not relieve the CONTRACTOR from his obligations to diligently supply the services or from any other of his obligations and liabilities under the contract. The above

provisions are without prejudice to any other rights COMPANY may have in accordance with any other provisions of the contract.

10.FORCE MAJEURE

Neither party shall be liable for any failure or delay on its part in performing its obligations under this Contract, if such failure or delay is due to circumstances beyond its control and unknown to it at the date of contract, such circumstances including but not restricted to wars, riots, fires, floods, government regulations, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, political or economic disruptions and other acts of God (Force Majeure Event). The party affected by force Majeure event shall forthwith notify the other party of the nature and extent of the event and shall make best efforts to mitigate such conditions. The performance under this contract shall be suspended for the period during which the Force Majeure event continues. However, if the Force Majeure prevails for a continuous period of one month, either party may terminate this contract by giving not less than 2 weeks written notice to the other party.

11. CONTINUING OBLIGATIONS

Save as otherwise expressly provided herein, termination or completion or expiration of the contract shall not affect the continuing rights and obligations of COMPANY and CONTRACTOR under any provision herein which is expressed or intended to survive such termination, completion or expiration or which is required to give effect to such termination, completion or expiration or the consequences of such termination, completion or expiration.

12. VARIATION

Any additional work or modifications to the work listed in scope of work shall require a change order. A change order is a formal document listing the materials and labor

13. NON-SOLICITATION

Each Party agrees that for the duration of the contract from the date of this Agreement, it shall not, and shall cause its affiliates, and representatives acting on its behalf, not to, directly or indirectly, solicit or cause to be solicited for purposes of employment, offer to hire, engage as a consultant or otherwise enter into any contract with, entice away, or hire, engage as a consultant or otherwise enter into any contract with, any person who is an employee of the other Party or any of their affiliates involved in the transaction, or otherwise induce or attempt to induce any such person to terminate or otherwise cease his or her employment relationship with the other Party or any of their affiliates, during the period of such person's employment or the six (6)-month period following any termination of such employment; provided, however, the foregoing provision will not prevent any Party from entering into discussions with, employing, engaging as a consultant or entering into any contract with any person who responds to general advertising or a general solicitation in accordance with historical practice not targeted to the employees of the other Party.

14. ANTI - CORRUPTION AND BRIBERY

14.1 CONTRACTOR agrees that it:

- a. has complied and will comply with all applicable laws and regulations relating to anti-corruption, bribery and money laundering, including but not limited to the United Kingdom's Bribery Act 2010 and the United States' Foreign Corrupt Practices Act, and CONTRACTOR shall not engage in any activity, practice or conduct which would constitute an offence under the United Kingdom's Bribery Act 2010 or the United States' Foreign Corrupt Practices Act if such activity, practice or conduct had been carried out in the United Kingdom or the United States, respectively;
- b. has complied and shall comply with COMPANY's Anti-Corruption and Bribery Policy;
- c. shall promptly report to COMPANY any request or demand which if complied with would amount to a breach of either this Agreement or the COMPANY's Anti-Corruption and Bribery Policy; and
- d. shall ensure that any person associated with CONTRACTOR who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on CONTRACTOR in this Clause.

14.2 CONTRACTOR agrees that no portion of payments made by COMPANY to CONTRACTOR under this Agreement will be transferred to any official of any governmental authority or anyone else in violation of any applicable law.

14.3 A breach of this Clause shall be deemed a material breach of this Agreement entitling COMPANY to terminate the contract immediately.

SECTION II – SCOPE OF WORK

1.1 SCOPE OF SERVICES

- Listing of vacancies (**Basic Listing**)
- **Access to Job boost** to guarantee more visibility to job openings.

1.2 SCOPE DELIVERABLES

- a) Job listing when advertised on CONTRACTOR platform should be viewed by over five (5) million job seekers.
- b) COMPANY Job vacancies is featured on CONTRACTOR's home page and also on their search engine sections.
- c) COMPANY Job vacancies are displayed on CONTRACTORS social media channels
- d) COMPANY to have Lifetime access to CONTRACTOR's all-in-one Application Management System for easy filtering and matching.
- e) Candidates chosen by COMPANY can also be contacted via the ATS (Application Tracking System).
- f) COMPANY handles the final interview and picks the best choice.

SECTION III – CONTRACT PAYMENT

1. PAYMENT TERMS

In consideration of the performance of the Services to the satisfaction of COMPANY, COMPANY shall pay the sum of Three Hundred and Fifty Five Thousand, Eight Hundred and Thirteen Naira, Ninety Five Kobo **only (NGN355,813.95)** Payment shall be exclusive of 7.5% VAT.

Payments shall be made to the CONTRACTOR subject to the submission to COMPANY of an original invoice for payment, which shall, where applicable, be supported by relevant documents and invoices shall specify the actual work undertaken that the payment relates.

All submitted invoices shall be duly endorsed and certified by COMPANY supervising personnel confirming that the Services to which the payment relates were achieved and thereafter, such invoice shall be submitted for payment.

The rates as specified above shall remain in force during the Term of this Agreement.

Payment of the Contract Price shall be settled by COMPANY not later than 45 days of receipt of the CONTRACTOR's invoices and any such invoices shall be billed and settled in local Naira currency.

Where any invoice submitted is disputed or queried by COMPANY, payment of such invoice shall be withheld until the dispute is resolved or the query is reconciled and thereafter.

The CONTRACTOR shall bear and pay all liabilities or claims for all taxes or charges which any government authority claiming jurisdiction over the Services or its area of operations may impose, assess or levy against the CONTRACTOR on account of or resulting from the CONTRACTOR'S execution of or performance of the Services.

2. Invoice Submission

Submission of invoices should be directed to the email address below:

nze.chuka@oilservltd-ng.com

Required documents for payment

- 1) Invoice
- 2) A copy of fully executed contract

SECTION IV- HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT

- 1.1 The CONTRACTOR shall comply and shall ensure that any person employed by or under contract to the CONTRACTOR complies with COMPANY's Health, Safety and Environment (HSE) Policy & commitment and relevant safety procedures whilst engaged in the WORK.
- 1.2 CONTRACTOR shall perform the Work with the utmost regard for the preservation of the health and safety of persons and protection of the environment and shall exercise due care and diligence and shall take all necessary measures and precautions to prevent any personal injury or property loss or damage. COMPANY shall have the right to conduct HSE inspections and CONTRACTOR shall grant Company all necessary access for such.
- 1.3 CONTRACTOR'S obligation to observe the safety requirements of the Contract shall be considered an essential and basic obligation. If Contractor operates in a manner which is not safe or contravenes any of the safety provisions under the Contract, COMPANY may advise CONTRACTOR accordingly and CONTRACTOR shall immediately correct the situation to the satisfaction of Company. If remedial action is not taken, COMPANY may either:
 - (a) suspend the Work until the required remedial action is taken by CONTRACTOR; or
 - (b) Notwithstanding any other provisions, terminate the Contract with immediate effect and attribute such termination to the default of CONTRACTOR.
- 1.4 CONTRACTOR shall, at its own expense and not at the expense of its personnel, supply and maintain its personnel with adequate protective clothing and equipment (PPE) to perform the Work. This clothing and equipment shall conform to a recognized international standard or other national standard approved by the COMPANY. Personal protective clothing and equipment shall be maintained in good condition and shall be worn and used on all relevant occasions as indicated by notices, instructions and good industry practice.
- 1.5 CONTRACTOR shall advise COMPANY of any hazard inherent in any material ordered for the performance of the Work and/or shall provide any information requested, in respect of safety, environmental and health hazards, including toxicity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire and health precautions to be observed. All equipment shall comply with all relevant safety laws, rules and regulations and must be checked/certified by company prior to mobilization.

1.6 Competency and Training

- 1.7.1 The CONTRACTOR shall ensure that only competent CONTRACTOR PERSONNEL

shall be provided for the execution of the WORK.

- 1.7.2 Unless specified otherwise herein, all training of CONTRACTOR PERSONNEL shall be at the CONTRACTOR's cost.

1.7 Communication

- 1.8.1 The CONTRACTOR shall, prior to commencement of the WORK, submit all CONTRACTOR PERSONNEL (including supervisory personnel) for induction on company HSE regulations, information, and the like.
- 1.8.2 The CONTRACTOR and the COMPANY shall take corrective action as may be necessary to reverse declining or improve non-conforming or insufficient HSE performance.

1.8 Failure to Comply

The CONTRACTOR shall ensure adequate HSE Coverage. Compliance with this SECTION is a condition of the CONTRACT. Failure by the CONTRACTOR to comply with the requirements of this SECTION with regard to the control of HSE risks shall be a default on the part of the CONTRACTOR for which the COMPANY may terminate all or any part of the WORK or the CONTRACT in accordance with the Article headed TERMINATION Section of the CONTRACT.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties with respect to its subject matter. All prior and contemporaneous Agreements and understandings between the Parties, whether oral or written are hereby superseded in their entirety.

IN WITNESS WHEREOF, this agreement been executed by the duly authorized representatives of the Parties hereto the day and year first above written.

For and on behalf of
EKCEL WORKS LIMITED

For and on behalf of
JOBBERMAN LIMITED

Sign:

Sign:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witnessed By:

Sign:

Sign:

Name:

Name:

Designation:

Designation:

Date:

Date: