

**A green and yellow logo

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March 2025

**Awards**

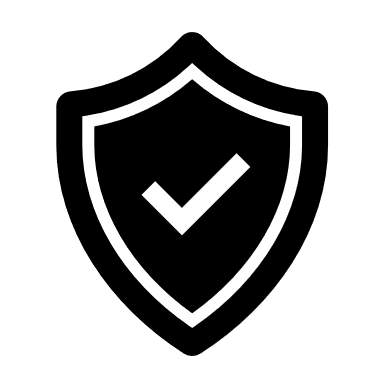
1. Microsoft Country (Nigeria) Cloud Productivity Partner of the Year 2016, 2023
2. Microsoft Country (Nigeria) Cloud Excellence Partner of the Year 2016
3. Cisco Winners Circle EMEA 2016.

**OEM Partners**

1. Microsoft (Gold Partner)
2. CISCO (Gold Partner)
3. CA (Gold Partner)

PROPOSAL FOR LOCAL SUPPORT AND DEVELOPMENT OF BUSINESS PROCESSES USING POWER PLATFORM

Submitted By: Signal Alliance Consulting



**CONFIDENTIAL**

This document is tagged confidential and as such, the content of this document and all communications relating to it are strictly confidential and must not be disclosed to any third party without the prior written consent of Signal Alliance Consulting

Therefore, it is hereby acknowledged that all information contained in this document is provided in confidence for the sole purpose of submitting and responding to the Request for Service Level Agreement (SLA) and shall not be used for any other purpose, shall not be published, or disclosed, wholly or in part, to any other party without the prior written permission of Signal Alliance Consulting

Document Control

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| --- | --- | --- |
| Action | Name | Date |
| Prepared By | Signal Alliance Consulting | 24th March 2025 |

Version Release

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Version | | Date Released | Change Notice | Pages Affected | Remarks |
| 1.1 | 24th March 2025 | | N/A | N/A | Initial Draft |

Company Information

|  |  |  |
| --- | --- | --- |
|  | Name | Signal Alliance Consulting |
| COMPANY  INFORMATION | Mailing Address | 8th Floor, UBA House  57, Marina,  Lagos, Nigeria |
| Billing Address | 8th Floor, UBA House  57, Marina,  Lagos, Nigeria |

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SERVICE LEVEL AGREEMENT

(SLA)

|  |  |
| --- | --- |
| Name - (“The "Customer/ Flour Mills of Nigeria "): Flour Mills of Nigeria | Name - ("Signal Alliance Consulting/SA Consulting"): Signal Alliance Consulting |
| Office Address Lagos:  1 Golden Penny Place, Wharf Road,  Apapa, Lagos State, Nigeria. | Office Address:   * Abuja: 1st Floor, Katsina House No 80, Ralph Shodeinde Street, Central Business District, Abuja. * Lagos: 8th Floor, UBA House, 57 Marina Lagos Island, Lagos, Nigeria |
| Contact: Obinna Uhegbu | Contact: Isivera Akhabue  [oiakhabue@saconsulting.ai](mailto:oiakhabue@saconsulting.ai) |

Both the Customer and Signal Alliance Consulting shall individually be referred to as “the Party” and collectively referred to as “the Parties”.

WHERAS

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| WHEREAS |
| Flour Mills of Nigeria wishes to engage the services of Signal Alliance Consulting which has the required expertise to provide support and comprehensive maintenance/enhancement/development of Microsoft Solutions   * Signal Alliance Consulting has represented itself and warrants that it specializes in, and is adequately equipped, both in skill and personnel to provide such support and maintenance services as required by Flour Mills of Nigeria under the terms and conditions hereinafter mentioned * Flour Mills of Nigeria has decided to engage the services of Signal Alliance Consulting to provide the support/development and maintenance service required for the Covered Software and the Service Provider has accepted to provide FLOUR MILLS OF NIGERIA services in accordance with the terms and conditions herein stated |

NOW THEREFORE in consideration of the mutual promises and undertakings contained in this Agreement, the Parties hereby agree as follows:

# Introduction

This proposal outlines the scope, approach, and commercial terms for providing local support for existing business processes developed using Power Platform and the development of additional business processes to enhance operational efficiency.

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| DEFINITIONS |
| * “Billing Period” - One calendar Year * “Payment Period” - Every calendar Year (upfront), within a given Billing Period * “Customer Administrators” - Up to two nominated individuals from FLOUR MILLS OF NIGERIA who may contact the Service Desk. * “Core Hours of Service” - Monday to Friday 8am – 5pm local time (excluding Nigeria Public Holidays and weekends). All severity code incidents will be responded to. * “Emergency Maintenance” - Scheduled Maintenance tasks which in the reasonable opinion of SA Consulting need to be performed sooner than the normal 48-hour notice period would allow. * “Non-Core Hours of Service” - All hours outside of Core Hours of Service. Only Severity 1 incidents will be responded to within the Non-Core Hours of service. These incidents must be logged by telephone. All other Severity code incidents will be responded to during the next period of core hours of service. * “Scheduled Maintenance” - Tasks which need to be performed for the ongoing security, stability, and reliability of the Services. * “Severity Code” - The classification system for all incidents raised with the Service Desk.   + Severity 1: A high-impact or performance-related condition associated with the solution and affecting the normal operation of the platform.   + Severity 2: An intermittent or Low-impact condition associated with the platform.   + Severity 3: A question about product use or implementation. * “Service Desk” - The team of support staff for FLOUR MILLS OF NIGERIA, who shall provide support services through the following means, with the recommended means being Control Panel or Email:   + By Email: [info@saconsulting.ai](mailto:info@saconsulting.ai)   + By Telephone: 0808 663 3563, 0805 585 1110 |

# Service Desk

|  |  |
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| # | Service Desk |
|  | * The Service Desk provides a single point of contact FLOUR MILLS OF NIGERIA and is available for the purpose of the reporting of incidents and the handling of enquiries from the Customer Administrators, or other personnel as expressly authorized by the Customer and notified to SA Consulting. * During Core Hours, all Severity Code incidents will be responded to. * During Non-Core Hours,   Severity 1 incidents should only be logged by telephone: 0808 663 3563, 0805 585 1110 & 01-4619418  Incidents or inquiries that are designated as Severity 2 or below shall be logged, but the resolution shall not commence until the next period of Core Hours of Service. Severity 2 or below incidents should be logged by emailing [info@saconsulting.ai](mailto:info@saconsulting.ai) |

# Service Scope

Signal Alliance Consulting shall provide services (the "Services") for the Local Support of the following processes running on M365, SharePoint Online to Flour Mills Limited:

|  |  |
| --- | --- |
| # | Local Support for 17 Business Processes |
| 1 | Audit Tracker Business process built on Power Platform. |
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## Scope of Work – Local Support

We will provide local support for the 17 existing business processes built using Microsoft Power Platform. This support will include:

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| # | Support scope services |
| A | * Troubleshooting and issue resolution. * Performance monitoring and optimization. * Enhancements and minor modifications based on user feedback. * Process adoption support. * Regular system maintenance and updates. * Compliance and security reviews |

## Scope of Work – Development of 5 new Business Processes

The development of five new business processes using Power Platform will be executed in the following phases:

|  |  |
| --- | --- |
| # | Support scope services |
| Requirement Gathering & Analysis | * Engage stakeholders to document business needs. * Define workflows, data models, and integrations. |
| Design & Prototyping | * Create process flow diagrams and wireframes. * Develop a prototype using Power Apps and Power Automate |
| Development & Integration | * Build the business processes leveraging Power Apps, Power Automate, and SharePoint/Dataverse. * Integrate with existing systems (if required) |
| Testing & User Acceptance | * Conduct rigorous functional and user acceptance testing. * Gather feedback for refinement. |
| Deployment & Training | * Deploy solutions into the production environment. * Conduct training sessions for end users. |
| Post-Implementation Support | * Provide support during the hyper-care period to ensure seamless adoption. |

## Deliverables

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| --- | --- |
| # | Service Deliverables |
|  | * Fully operational support framework for 17 business processes. * Five new business processes were developed and deployed. * Documentation (technical and user manuals). * Training sessions for users and administrators. * Ongoing support and maintenance |

## Out of Scope

The following services shall be considered Out of the Scope of the services to be provided by Signal Alliance Consulting in this Service Level Agreement (SLA) and will be attended to at a billable rate.

|  |  |
| --- | --- |
| # | Out of scope |
| A | * Maintenance of Issues Originating from other Microsoft product solution/platform: This involves the implementation of new functionalities out of the identified Microsoft solutions/platform, examples of these platforms are, Microsoft Security and endpoint management solution, etc. |
| B | * Troubleshooting / Fixing of issues that are not directly resulting from the Power platform environment/Deployed solution: This involves the management of issues that are not directly resulting from the platform. The range of issues includes, but is not limited to, hardware infrastructure and other issues unrelated to the deployed platform. |
| C | * Maintenance of Issues Originating from 3rd-party applications: If Several 3rd-party applications were integrated during the implementation, Signal Alliance Consulting would not undertake to resolve any issues identified as resulting from any of these 3rd-party applications |
|  | * Any other Requests not specifically identified in the Scope of Work: For the above out-of-scope activities (and any other activities not contained in the scope of work), Signal Alliance Consulting will bill FLOUR MILLS OF NIGERIA for the implementation of the Change Requests |

# Roles and Responsibilities.

The following Service Owner(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

|  |  |
| --- | --- |
| Organization | Contacts: |
| Signal Alliance Consulting | * {Service Provider}: Chiedozie Ejelonu * {Title / Role}: Head, Enterprise Application Services * {Contact Information}: [cejelonu@saconsulting.ai](mailto:cejelonu@saconsulting.ai) |
| Flour Mills of Nigeria | * {Service Provider}: Obinna Uhegbu * {Title / Role}: Senior manager & Head Internal Audit * {Contact Information}: |

## Parties Obligations

### Signal Alliance Consulting Responsibilities

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|  | Responsibilities |
|  | SA Consulting’s responsibilities and/or requirements in support of this Agreement include:   * Perform Preventive Maintenance concurrently with Remedial Maintenance where the need arises. * Provide technical support necessary for good Maintenance and support of the Software to guarantee good operating conditions. * Meet response times associated with the priority assigned to incidents and service requests. * Appropriate notification to Flour Mills of Nigeria for all scheduled maintenance via communication through SA Consulting’s Business development manager. * Signal Alliance Consulting will implement defined processes to deliver these service levels. * Signal Alliance Consulting will not be restricted in its ability to re-assign its Personnel who have provided services here to similar engagements for other customers and may use any ideas, concepts, know-how, and expressions embodied within the Work Product. |

### Flour Mills of Nigeria Responsibilities

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|  | Responsibilities |
|  | FLOUR MILLS OF NIGERIA’s responsibilities and/or requirements in support of this Agreement include:   * Flour Mills of Nigeria agrees to nominate a duly authorized representative to approve SA Consulting’s project sign-off documents for the Services during the period of implementation. The FLOUR MILLS OF NIGERIA signature shall be conclusive proof that the Services were delivered by this Implementation Agreement and were of a level of quality acceptable to FLOUR MILLS OF NIGERIA. * Availability of FLOUR MILLS OF NIGERIA’s representative(s) when resolving a service-related incident or request. * Communicate specific service availability requirements. * Provide office space and furniture to be used when SA Consulting’s team comes for onsite technical support/training. * Ensure that payment shall be settled within 10 working days of the date of receipt of the Service Provider’s invoice |

# Terms of Support

The following risks have been identified that could delay the project and need to be mitigated:

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| --- | --- |
| # | Description |
| A | * Reactive Support: Signal Alliance Consulting is obliged under this agreement to provide support services to FLOUR MILLS OF NIGERIA, within a specified time frame of support. Requests can be made via the available channels for Emails and Phone calls. Such a request will attract a 3-hour response time, wherein all such incidents would be managed. During this period, remote support will be initiated before the Signal Alliance engineer arrives on-site for physical support if the need arises. |
| B | * Pro-Active Support: The below constitute support activities that would proactively help ensure the health and continual efficiency of the solution. |
|  | * Email: Signal Alliance Consulting shall under this agreement provide periodic email support and clarification in support of the solution through regular email updates on the solutions. * Phone: Signal Alliance Consulting shall be obligated to make bi-weekly calls to ascertain the health and status of the solution within the hours of coverage stated below   Activities include but are not limited to.   * Checking of log files and workflow history lists * Data purging and archiving of old data. * Bug and Security Fixes |

# Service Availability & Service Level Guarantee

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| REQUIREMENTS |
| Signal Alliance Consulting shall use reasonable care and skill when providing Services. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or circumstances outside the reasonable control of Signal Alliance Consulting (“Service Disruption”). The under-listed scenarios describe situations where Signal Alliance Consulting may not guarantee that the Services shall be continually available to the Customer |

# Exclusions to the Service Level Guarantee

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| REQUIREMENTS |
| The Service Level Guaranteed in this agreement excludes the following scenarios:   * A Force Majeure event. * Suspension of the Service in accordance with the Contract. * A fault on the Customer network or own equipment configuration that is not due to the Default or negligence of Signal Alliance. * A fault that is a result of the Customer not complying with the solution’s security policies * Scheduled or Emergency Maintenance as required by this Agreement. * Faults or omissions in equipment, wiring, cabling, software, or other services that are not maintained by Signal Alliance Consulting or its subcontractors. * Faults proved to be caused by a virus introduced negligently or otherwise by the Customer onto its equipment due to any or all the following.   + any Customer employee failing to abide by FLOUR MILLS OF NIGERIA’s virus protection policy. * Any material breach of this Agreement by FLOUR MILLS OF NIGERIA Personnel, which impacts the availability of the Service.   Quarterly Service Review: Signal Alliance Consulting and Flour Mills of Nigeria shall be obliged to conduct a quarterly review of the terms and benefits of this agreement- to gauge its value as well as redefine, within agreed terms, its content, and conditions |

# Contacting Technical Support

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| Technical Support |
| When contacting Level I Support, please have the following information available:   * The product names * Your name, telephone number, and e-mail address. * Any documentation that may help in resolving the problem, which could include logs, dumps, Screenshots, traces, etc. * The severity level (this is a number assigned to a reported problem)   + Severity 1: A high-impact or performance-related condition associated with the solution and affecting the normal operation of the platform.   + Severity 2: An intermittent or Low-impact condition associated with the platform.   + Severity 3: A question about product use or implementation. * On receipt of a notification of a fault with the Service or a request for assistance, an initial assessment shall be immediately undertaken by Signal Alliance, an incident reference provided, and a severity level discussed and promptly agreed with the Customer. The Customer should retain a record of the incident reference. * SA shall provide the FLOUR MILLS OF NIGERIA with progress updates promptly upon:   + resolution of the incident.   + any change of resolution target time, which can only occur with the written agreement of the Customer.   + or as otherwise agreed for Severity 1 incidents   If you have a critical after-hours processing scheduled, please contact the emergency lines, a few days prior to the due date, so that we are aware of your plans. |

## Service Request Response Time and Penalty

The following table lists the approximate service request response times for any support request by FLOUR MILLS OF NIGERIA. The request response time is the time taken for Signal Alliance Consulting to make initial contact with the FLOUR MILLS OF NIGERIA team over their reported incident.

The Service Request Response Time shall be reviewed every quarter by a formal request from any of the parties to this agreement.

For the duration of this agreement, Signal Alliance commits to an overall uptime of 80 percent. Signal Alliance will provide a five-service credit to Flour Mills of Nigeria if quarterly uptime is not met. One Service Credit is equal to 6 hours. Uptime is defined by the availability of the services explicitly stated in this agreement and will be based on availability from 7.00 am to 7.00 pm. seven days per week.

Availability excludes the Maintenance window agreed upon. Maintenance time considers any manufacturer’s response time for equipment delivery. To achieve 80 percent uptime, the explicitly listed services will be down for no more than 90 hours per quarter

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| --- | --- | --- | --- | --- | --- |
| # | Severity | Response Time | Recovery Time | Resolution Time | Escalation |
| 1 | A suspected high-impact condition associated with the product | 30 minutes | 1 hour | 6 hours | Chiedozie Ejelonu +2348064505328  [cejelonu@saconsulting.ai](mailto:cejelonu@saconsulting.ai) |
| 2 | An intermittent or Low-impact condition associated with the product | 60 minutes | 4 hours | 12 hours | Joseph Udegbe  +2347061198206  [judegbe@saconsulting.ai](mailto:judegbe@saconsulting.ai) |
| 3 | A question about product use or implementation. | 90 minutes | 8 hours | 48 hours | Joshua Ugochukwu Ojini  +2348137920903  [jojini@saconsulting.ai](mailto:jojini@saconsulting.ai) |

## Service, Maintenance and Remote Support:

Signal Alliance Consulting will provide Remote Technical Support during the period of this agreement. There are two kinds of support services available: primary and emergency. Primary service is provided during normal business hours, which are 8am to 5pm, Monday through Friday. Emergency service is available after primary service hours, for Severity 1 problems, only.

During primary service hours, call (01)4701674, (01)4617705, (or email [Info@saconsulting.ai](mailto:Info@saconsulting.ai). The issue will be assigned to a support queue; then an Issue Number given to it and a consultant will call you back. This Issue Number should be quoted on all future communications regarding the original call. Our standard is to return all calls by the end of the business day in priority sequence.

Emergency service may be reached by calling:

* 0803 495 9674, 0805 585 1110 & 01-4619418. Call these numbers for Severity 1 problems only during emergency service hours.

This support category will require the use of Remote Support software specific to FLOUR MILLS OF NIGERIA environment.

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| Duration of Remote Support |
| * Daytime Remote Support is available to FLOUR MILLS OF NIGERIA (365 days a year) during the period of the agreement. * All issues will be attended to during “Core Hours of Service” periods (8 am to 5pm Mondays through Fridays – for days that is not among Nigeria Public Holidays) * Only Severity 1 issues will be attended to from 8am to 8pm during “Non-Core Hours of Service” periods (i.e., days that do fall into the Core Hours of Service). |

## Patch Management:

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| Patch Mgt. |
| * Signal Alliance Consulting shall ensure that patches for fixes and changes are accompanied by detailed release notes stating all the dependencies and impact of the change. |

# Business Process Development Pricing

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| --- | --- | --- | --- |
| Complexity Level | Description | Development Cost | Timeframe |
| Basic Applications | Simple workflows with less than 5 approval stages, basic customization, and no third-party system integration. |  |  |
| Intermediate Applications | Moderate complexity with workflows with less than 10 approval stages, custom features, and no third-party system integration. |  |  |
| Advanced Applications | Highly complex workflows with extensive third-party system integrations, custom development, and advanced features. |  |  |

# Service Charge

Signal Alliance Consulting will provide yearly (12 calendar months) support and maintenance for the solutions deployed to FLOUR MILLS OF NIGERIA at a fee detailed below.

|  |  |  |
| --- | --- | --- |
| Deliverables | Custom Workflows | Price (Naira) |
| * 24/7 Service Desk * Remote Support (8 am – 5pm | Workflows   * Audit Tracker Application | 2,500,000.00 |
|  | Sub-total (Naira): | 2,500,000.00 |
| VAT (7.5%): | 187,500.00 |
| TOTAL (Naira): | 2,687,500.00 |

## Termination

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| --- | --- |
| # | Description |
| 1 | This Agreement may be terminated by either party giving the other Thirty (30) days' notice in writing of its intention to terminate the Service Agreement |
| 2 | This Agreement shall also be terminated if either of the parties has become bankrupt, insolvent, subject to an assignment of its assets for the benefit of creditors or divested of the control of its own affairs by government or judicial intervention or other cause, this Agreement and all rights of the parties hereunder shall immediately terminate without notice. |
| 3 | Provided that upon the termination of this Agreement by any Party for any reason save for breach, SA will be entitled to any Fees earned prior to such termination as provided in this clause less any cost incurred and proved by FLOUR MILLS OF NIGERIA |
| 4 | In the event of the Agreement being terminated by either party, SA shall refund to FLOUR MILLS OF NIGERIA any unearned fees paid in advance |
| 5 | Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination |

## Confidential Information

1. Each party acknowledges that in connection with the performance of its duties hereunder it may be provided with or have access to written information, data and/or other confidential material which is proprietary and/or confidential to the other and which is so marked as proprietary and/or confidential or which it would be reasonable to assume was proprietary or confidential due to the nature of the information, data or material disclosed ("Confidential Information"). Both parties agree to maintain the confidence of the other party's Confidential Information and shall not disclose the same either in whole or in part to any third party without the other party's prior written consent.
2. Each party agrees that without the other party's prior written consent it will not copy or reproduce or use in any way any information, data or material or sell, assign, disclose, disseminate, give, or transfer any such information, data or material or any portion thereof to any third party. Each party further agrees that upon termination of the Agreement or completion of the Services it shall either return or at the option of the disclosing party, destroy the Confidential Information of the other.
3. The following information shall not be treated as confidential: information which:
   1. is already in or comes into the public domain, or
   2. is in the possession of the receiving party prior to disclosure under this Agreement, or
   3. is received from a third party; all without a breach of this Agreement or any other obligation of confidentiality or is Confidential Information which is required to be disclosed by court order provided that receiving party shall have provided the disclosing party with reasonable notice of the requirement to disclose

# Intellectual Property Rights & Limitation of Liability

1. SA shall always use all reasonable efforts to perform the Services in a professional and workmanlike manner in accordance with this Agreement. Any other warranties or conditions expressed or implied by law or otherwise, are excluded to the extent allowed by law.
2. SA shall not be liable for failure to perform the Services where such failure is due to the act, omission (including failure to provide timely, complete, and accurate information), negligence, breach of this Agreement by Flour Mills of Nigeria or willful misconduct of Flour Mills of Nigeria or its employees, agents or subcontractors.
3. Nothing in this clause or in this Agreement shall give either party rights to any pre-existing intellectual property rights of the other unless this is expressly provided for in this Agreement or is separately agreed in writing subject to appropriate terms and conditions.
4. SA shall defend and hold Flour Mills of Nigeria harmless from and against any claim brought against Flour Mills of Nigeria that any Work Product infringes a patent or copyright or the trade secret or other proprietary right of a third party if SA Consulting shall have sole control of and conduct of the defense and/or settlement of any such claim. Flour Mills of Nigeria promises to fully co-operate with such defense and to promptly notify SA Consulting of any such claim (but in any event within fourteen (14) days of it being made).
5. Any additional requirement not captured on the original implementation will be billed as required. The maintenance on any new requirement will be an addendum to the approved SLA.

# Dispute and Arbitration

1. In the event of a dispute between the Parties regarding this Agreement, its interpretation, performance or any other matter relating to this Agreement, the Parties shall resolve such dispute by amicable negotiations but if the Parties fail to settle the dispute by negotiation within twenty one (21) working days of holding consultations, such dispute shall be referred to a single arbitrator appointed by the Parties hereto in accordance with the provisions of the Arbitration and Mediation Act 2023
2. Where the Parties are unable to agree on the choice of a single arbitrator within twenty-one (21) working days of holding consultations after the dispute arises, the Parties shall apply to the President, for the time being, of the Nigerian Branch of the Chartered Institute of Arbitrators to appoint a single arbitrator to resolve any referred dispute.
3. The sole arbitrator to be appointed whether by the Parties or by the President, for the time being, of the Nigerian Branch of the Chartered Institute of Arbitrators shall be a person with vast experience in commercial law and related practice.
4. The arbitration proceedings shall be conducted in English Language and shall take place in Lagos State, Nigeria or at such other venue as may be agreed upon by the Parties or, failing agreement, at such other venue as may be ordered by the arbitrator.

# Breach and Termination

Either party shall be entitled to terminate this Agreement without prejudice to its other rights and remedies if the other party is in breach of any of its obligations under the Agreement and (if the breach is capable of remedy) fails to remedy the breach within 30 working days of receipt of notice requiring such breach to be rectified.

# Force Majeure

1. The parties shall be relieved of their responsibilities for fulfilling obligations under the Agreement for reasons of Force Majeure, whilst circumstances of Force Majeure prevail. Force Majeure circumstances are those that are unforeseen or inevitable events of an extraordinary character, such as (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightening, explosion, flooding, riot, civil commotion, terrorism, acts of war.
2. A party cannot plead Force Majeure if that party does not inform the other party in writing within 2 working days of the beginning of or it’s becoming aware of, the circumstances except where this is impossible. Should the Force Majeure circumstance exceed one-month continuous duration, each party shall be at liberty thereafter by notice in writing to the other, to seek refund/payment for money covering services due for such periods. Force Majeure circumstances must be proved by the party, which pleads them.

# Indemnity

Signal Alliance Consulting hereby undertakes to Indemnify Flour Mills of Nigeria against any acts or omissions by its agents, staff, or representatives that may occur in the cause of carrying out its duties hereunder, which may result in loss, liability, damage or otherwise expense to the Flour Mills of Nigeria or any third party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party. Notwithstanding the foregoing, the claim for indemnification shall not exceed the total amount of the contract sum first mentioned above.

# Notices

All notices, requests and demands given to or made upon the parties shall be in writing and shall be properly addressed, and mailed by postage prepaid, registered, or certified, or personally delivered to either party at the address specified above. Any notice given under this Agreement shall be in writing and shall be delivered personally, via email or registered post or sent by courier as follows:

If intended for Flour Mills of Nigeria and/or Signal Alliance Consulting, refer to the following address:

|  |  |
| --- | --- |
| Flour Mills of Nigeria | Signal Alliance Consulting |
| Office Address Lagos:  1 Golden Penny Place, Wharf Road,  Apapa, Lagos State, Nigeria. | Office Address:  8th Floor, UBA House, 57 Marina Lagos Island, Lagos, Nigeria |
| Attention: | Attention: Chiedozie Ejelonu  [cejelonu@saconsulting.ai](mailto:cejelonu@saconsulting.ai),  0806 450 5328 |

# Parties Obligations

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| Obligations |
| * All notices shall be deemed to be received by the addressee on the date of delivery with proof thereof or on the 10th (tenth) business day after posting thereof. |

# IT Security

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| # | Description |
| 1 | Signal Alliance Consulting shall deliver services in a manner that meets FLOUR MILLS OF NIGERIA’s minimum information security requirements. |
| 2 | Signal Alliance Consulting shall adhere to all FLOUR MILLS OF NIGERIA applicable relevant information security policies, standards, and procedures. |
| 3 | Signal Alliance Consulting shall adhere to all relevant local and international laws and regulations regarding the use and protection of information. |
| 4 | Signal Alliance Consulting shall comply with FLOUR MILLS OF NIGERIA agreed information security controls and provide assurance on information security compliance. |

# Right to Audit

The Customer reserves the right to audit or inspect work performed by SA provided that any such audit is carried out with at least 7 (seven) days prior notice and in a reasonable way to cause as little disruption as is reasonably possible to the performance of the Services and FLOUR MILLS OF NIGERIA’s business. The Customer may participate directly or through an appointed representative, e.g., external auditor, to verify that the tasks related to this agreement have been performed in accordance with the procedures indicated.

Signal Alliance Consulting shall, at no cost to the Customer, provide all assistance reasonably requested by the Customer in relation to the audit, including access to SA’s personnel, records and facilities related to the provision of the Services. SA shall through its internal monitoring audits ensure that its processes and practices are in compliance with the provisions of the Nigerian Data protection Regulation (NDPR) 2019.

# Health and Safety Environment (HSE)

1. Signal Alliance Consulting shall comply strictly with all laws and regulations pertaining to health or safety, including, but not necessarily limited to the Factories Act Cap F1 Laws of the Federation of Nigeria 2004, Labor Act Cap L1 Laws of the Federation of Nigeria 2004, Employee Compensation Act 2011, and National Minimum Wage Act Cap N61 Laws of the Federation of Nigeria 2004
2. Signal Alliance Consulting warrants that all materials, facilities, and equipment, whether temporary or permanent, furnished by or made available in connection with the Agreement or the service, shall comply with laws and regulation pertaining to health and safety.

# Sustainability

1. SA Consulting warrants and represents to FLOUR MILLS OF NIGERIA that it is in full compliance with all applicable laws, regulations and practices relating to the protection of the environment and its social responsibility applicable to its industry and/or provision of the service and hereby undertake to continue to do so for the period of the provision of the service.
2. SA Consulting agrees and undertakes to follow good Environmental, Social and Governance (ESG) practices, relevant to its industry and/or to the provision of the Services and to continually strive to improve its ESG practices.
3. In addition, SA agrees and undertakes as appropriate, as follows:
   1. To conduct regular assessments on the impact of the ESG Risks on its business and/or on the provision of the Services.
   2. To set clear ESG targets (including finding ways to mitigate and/or reduce the ESG Risks associated with its business and/or with the provision of the Services; The measures taken must always be of a minimum standard required by all applicable laws and be of a standard no less than the best industry practice.
   3. where appropriate to obtain external certification and/ or recognition for its ESG practices; and
   4. Where reasonably practicable to encourage its own Suppliers to follow good ESG practices as set out herein.

# Governing Law

The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the Laws of Nigeria.

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| # | DATA PROTECTION |
| 1 | SA Consulting acknowledges that in providing the Services to the Customer, SA Consulting may be exposed to the Data of its employees, customers, and clients. |
| 2 | The Parties specifically record that all Data provided by the Customer to the SA Consulting, or to which SA Consulting may be exposed, shall constitute confidential information and where applicable, Intellectual Property belonging to the Customer. |
| 3 | SA Consulting hereby undertakes that it shall always strictly comply with all applicable legislation and with all the provisions and requirements of any of the Customer’s data protection policies and procedures which may be in force from time to time. |

# Unethical Business Practices

The Customer’s Policy is to conduct its business in an open and transparent way and does not condone corrupt or misgoverned business practices. SA Consulting will not under any circumstances offer, promise, or make any gift, payment, loan, reward, inducement, benefit, or other advantage, which may be construed as being made to solicit any favor, to any of the Customer’s employees. Such an act or any unethical business practice will constitute a material breach of this Agreement, and the Customer will be entitled to terminate the Agreement forthwith, without prejudice to any rights.

# Sanctions

SA Consulting declares warrants, represents, and undertakes to FLOUR MILLS OF NIGERIA, that:

1. it will not use (or otherwise make available) the proceeds under this Agreement for the purposes of financing, directly or indirectly, the activities of any person or entity which is sanctioned or in a country which is subject to any sanctions.
2. it will not contribute or otherwise make available, directly, or indirectly, the proceeds of this contract to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any sanctions.
3. it is not involved in any illegal or terrorist activities; and
4. none of its bank accounts are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law.

b. SA Consulting hereby indemnifies and holds FLOUR MILLS OF NIGERIA and/or any of its related entity harmless against any actions, proceedings, claims and/or demands that may be brought against FLOUR MILLS OF NIGERIA and/or its related entity and all losses, damages, costs, and expenses which FLOUR MILLS OF NIGERIA and/or its related entity may incur or sustain, in connection with or arising out of:

1. the seizure, blocking, or withholding of any funds by any sanctioning body; and
2. the breach of any warranties as set out in this agreement.

c. Payment under the above indemnity shall be made by SA on demand by FLOUR MILLS OF NIGERIA or such other related entity. The provisions of this paragraph constitute a stipulation for the benefit of each FLOUR MILLS OF NIGERIA’s related entity, which is not a direct party to this contract, capable of acceptance by such related entity at any time and in any manner permitted by law.

d. For purposes of this clause, sanctions refer to sanctions imposed by the Office of Foreign Assets Control (“OFAC”), Her Majesty’s Treasury (“HMT”), the United Nations Security Council (“UNSC”) and the European Union (“EU”) and US National Defense Authorization Act (“NDAA”).

# Interpretation of Headings

In this Agreement, headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.

In witness whereof the parties have executed this agreement at Lagos the day and year first above written.

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| Signed by and on behalf of FLOUR MILLS OF NIGERIA | |
| AUTHORIZED SIGNATURE | AUTHORIZED SIGNATURE |
| NAME:  TITLE:  DATE: | NAME:  TITLE:  DATE: |

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| --- | --- |
| Signed by and on behalf of SIGNAL ALLIANCE CONSULTING | |
| A blue writing on a black background  Description automatically generated  AUTHORIZED SIGNATURE | AUTHORIZED SIGNATURE |
| NAME: JOSEPH UDEGBE  TITLE: DELIVERY LEAD, ENTERPRISE APPS SERVICES  DATE: 24TH MARCH 2025 | NAME: CHIEDOZIE EJELONU  TITLE: HEAD, ENTERPRISE APPS SERVICES  DATE: 24TH MARCH 2025 |