

This Boilerplate Agreement (the “**Agreement**”) is entered into this day of, 2023

BETWEEN

ONEREDBOX PROPERTIES LIMITED, a limited liability company duly incorporated and existing under the laws of the Federal Republic of Nigeria with registration number RC1637864 and having its registered address at No. 24, I.T Igban street, Jabi, Abuja, Federal Capital Territory, Nigeria (hereinafter referred to as “**ORB**” which expression shall where the context so admits include its successors-in-title and assigns) of the first part;

AND

(WITHIN NAMED CONTRACT ADMINISTRATOR), a limited liability company duly incorporated and existing under the laws of the Federal Republic of Nigeria with its registered office at _____ (hereinafter referred to as “**_____**” which expression shall where the context so admits include its successors-in-title and assigns) of the second part.

(**ORB and _____** shall collectively be referred to in this Agreement as the “**Parties**” and individually as “**Party**”).

WHEREAS:

1. ORB is a company that provides construction services for its clients.
2. ORB uses its website (www.oneredbox.ng) to update clients on the status and progress of the construction project
3. ORB website also allows Contract Administrators and Contractors (independent third parties) to use the platform in accessing the status and development of their projects.
4. ORB offers both design and construction services and can also permit third parties use of her website platform in construction projects.

5. Whereas, ____ is desirous of using the platform www.onredbox.ng as an independent third party for monitoring the status and development of their projects and ORB is desirous of permitting such usage in accordance with the terms as expressly stated in this Agreement.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. OBJECT AND PURPOSE

- 1.1 The object of this Agreement is to specify the terms and conditions for the use of ORB's website and define the responsibilities and obligations of the Parties.

2. TERMS AND CONDITIONS FOR USE OF WWW.ONEREDBOX.NG

2.1 Twenty Percent (20%) of total Contract sum will be the official fee for ORB for execution on Construction works.

2.2 Seven and half percent (7.5%) of contract sum will be the official fee for ORB for creating designs from the foundation.

2.3 Twenty-Five Percent (25%) of contract sum will be the official fee for ORB for both execution on construction works and creating designs.

2.4 Deposit of fees must be made before commencement of the project.

2.5 Retainership fee for independent third parties who are frequent users of the platform. Such third parties are only eligible to "retainership" privileges after initial patronization of the platform.

3. THIRD PARTY'S DUTIES AND OBLIGATIONS

3.1 Transparent use of the platform for legal and construction purposes only.

3.2 Make payment of all fees, taxes, levies and any other necessary payment for the use of the platform

4. ORB's DUTIES AND OBLIGATIONS

4.1 Grant access to third party to use the platform without stress or struggle

4.2 protects all data uploaded on the website by keeping all information confidential and safe from any third parties.

5. LENGTH OF PERMIT:

5.1 The Permit shall commence upon the date of initial deposit and completed _____ weeks after the deposit date (the **"Completion Date"**).

6. INDEMNITY

6.1 Parties agrees to indemnify www.oneredbox.ng and shall not hold the company and its representatives, subcontractors and assigns liable in respect of damage to or loss or wrong during the execution of the project provided that such loss or damage is not as a result of the fault, fraud, breach of confidentiality or negligence of the Company.

7. CONFIDENTIALITY

7.1 Each Party shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement which relates to the provisions of this Agreement; the negotiations relating to this Agreement and the Building (**"Confidential Information"**).

7.2. Each Party agrees that Confidential Information shall not be disclosed to any third party without the prior written consent of the other Party except as otherwise provided in this Clause 10.

7.3 Any Party may disclose or share the Confidential Information without the prior written consent of the other Party, to the extent that the disclosure of such Confidential Information:

- I. is required to be disclosed under applicable Law, stock exchange regulations, a governmental order, decree, regulation or rule or by any judicial proceedings arising out of this Agreement or a court order (provided that such Party shall give written notice to the other Party prior to such disclosure or as soon as reasonably practicable thereafter).
- II. is already in possession of the public or becomes available to the public other than through the act or omission of any of the other Party's or its employees, agents and directors.
- III. is acquired independently from a third party that represents to the Party that it has the right to disseminate such Confidential Information at the time it is acquired by the Party.

7.4 Any Party shall be entitled to disclose Confidential Information or any part thereof, without the prior written consent of the other Party, to such of the following persons who have a need to know:

- I. Employees, officers and directors of such Party;
- II. Employees, officers and directors of its affiliates;
- III. Any professional consultant, contractor, lenders, architects, engineers, lawyers, accountants, provided that such employees, officers and directors are advised of the confidential nature of such Confidential Information and the terms of this Agreement. Accordingly, any such Party shall be responsible to the other Party for the compliance of its employees, officers and directors (and/or the employees, officers and directors of its affiliates) to the terms of this Agreement as though such person(s) is a Party. Also, prior to making any such disclosure of Confidential Information or any part thereof to persons under sub-paragraphs (c) above, a Party shall obtain an undertaking of confidentiality in substantially the same terms as those contained in this Clause 10.

8. GOVERNING LAW & DISPUTE RESOLUTION

- 8.1 This Agreement and any questions or disputes arising out of, relating to its existence, validity and termination shall be subject to, governed by and interpreted in accordance with the Laws of the Federal Republic of Nigeria.
- 8.2 In the event of any dispute or controversy arising out of or relating to this Agreement, whether contractual or otherwise ("**Dispute**"), the Parties agree to exercise their best efforts to resolve the dispute as soon as possible, but in any event no later than 14 days of notice of the Dispute by a Party to the other Party. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.
- 8.3 In the event that the Parties cannot by exercise of their best efforts resolve the Dispute, they shall refer the Dispute to and finally resolve same by arbitration under the Arbitration and Conciliation Act, Chapter A18, Laws of the Federation of Nigeria 2004. There shall be one (1) arbitrator and the arbitrator shall be a person (knowledgeable in construction law matters) to be appointed on the request of either party by the President for the time being of the Nigerian Institute of Chartered Arbitrators. The Arbitration shall be held in Lagos, Nigeria and the language shall be English.
- 8.4 The award of such arbitrator shall be final and binding on the parties.

9 MISCELLANEOUS

9.1 Severability

Each clause hereof shall be deemed to be independent and the invalidity of any such clause shall not affect the validity of any other Clause of this Agreement. Any term, condition, stipulation, provision, covenant or undertaking in this instrument which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void

or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

9.2 **Waiver**

No failure or delay on the part of the Parties in exercising nor any omission to exercise any right, power, privilege or remedy accruing to any aggrieved party under this Agreement upon any default on the part of the defaulting party shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence therein nor shall any action by the aggrieved party in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of the aggrieved party in respect of any other or subsequent default.

I ACCEPT THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS FOR THE USE OF WWW.ONEREDBOX.NG AND BY PROCEEDING WITH THIS PROCESS, I AM BOUND BY ALL THE TERMS AS STATED IN THE AGREEMENT.