

INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT is made on this 10th day of March 2025, between:

Africa Procurement LLC, a limited liability company incorporated under the laws of the State of New Jersey, United States of America, with its principal office at 152 Boston Avenue, Hillside, NJ 07205, USA (hereinafter referred to as "the Company"), of the one part;

AND

Esther Ohiomame, an individual residing at No. 4 Owutedo Street, Ile-epo Alhaji Bus Stop, Lagos, Nigeria, with National Identification Number (NIN) [To be provided by Esther, if applicable] (hereinafter referred to as "the Consultant"), of the other part.

WHEREAS:

1. The Company wishes to engage the Consultant as an independent contractor to provide software engineering services.
2. The Consultant agrees to provide such services on the terms and conditions set forth in this Agreement.
3. Both parties acknowledge that they operate in different jurisdictions and intend for this Agreement to be legally binding and enforceable.

NOW, THEREFORE, the parties agree as follows:

1. Engagement and Scope of Services

1.1 The Company engages the Consultant as an independent contractor to provide software engineering services, as detailed in Schedule A (the "Services").

1.2 The Consultant shall perform the Services in a professional and timely manner, consistent with industry standards.

1.3 The Consultant is not an employee of the Company and shall not be entitled to employee benefits except as expressly provided in this Agreement.

1.4 The work shall be performed fully remotely, with no set work hours. However, the Consultant shall deliver the Services within reasonable timeframes as mutually agreed upon for each project or task.

2. Term and Termination

2.1 This Agreement shall commence on March 10, 2025, and continue on an open-ended basis until terminated by either party in accordance with this Agreement.

2.2 Either party may terminate this Agreement by providing at least two (2) weeks' written notice to the other party.

2.3 The Company may terminate this Agreement for cause, including but not limited to the Consultant's material breach, failure to perform the Services, or violation of confidentiality obligations.

2.4 Upon termination, the Consultant shall deliver all work product and return any Company property in their possession.

3. Compensation

3.1 The Company shall pay the Consultant a base fee of **N500,000 (Five Hundred Thousand Naira)** per month or **\$350 (Three Hundred and Fifty U.S. Dollars)** per month, whichever is higher based on the official exchange rate published by the Central Bank of Nigeria on the first business day of each month. This base fee shall be converted to Naira and paid on the first of every month via wire transfer to the Consultant's designated bank account in Nigeria.

3.2 The base fee shall be reviewed every three (3) months, starting from June 10, 2025, and may be adjusted by mutual agreement based on performance, market conditions, or other factors.

4. Independent Contractor Status

4.1 The Consultant is an independent contractor and not an employee, agent, or partner of the Company.

4.2 The Consultant shall have no authority to bind the Company or act on its behalf except as expressly authorized in writing.

4.3 The Consultant is responsible for their own equipment, tools, and expenses unless otherwise agreed in writing or covered by the stipend in Section 5.

4.4 The Consultant acknowledges that, except as provided in Section 5, the Company will not provide employee benefits, social security, or pension contributions.

5. Benefits and Stipend

5.1 **Health Insurance:** The Company shall provide the Consultant with full health insurance coverage through AXA Mansard in Nigeria, effective from the commencement date of this Agreement. The Company shall bear the cost of the premiums and coordinate with AXA Mansard to ensure enrollment and coverage.

5.2 **Monthly Stipend:** The Company shall pay the Consultant a monthly stipend of **N50,000 (Fifty Thousand Naira)** for discretionary use, including but not limited to gym memberships,

internet expenses, or other personal items. The stipend shall be paid alongside the base fee on the first of every month and is not subject to itemization or reimbursement requirements.

6. Confidentiality

6.1 The Consultant shall not disclose, during or after the term of this Agreement, any confidential information belonging to the Company, including but not limited to trade secrets, client data, business strategies, or source code, without prior written consent.

6.2 The Consultant shall return or destroy all confidential information upon termination of this Agreement.

7. Intellectual Property

7.1 All work product, software, code, inventions, and intellectual property created by the Consultant in connection with the Services shall be the sole property of the Company.

7.2 The Consultant hereby assigns all rights, title, and interest in such work product to the Company and waives any moral rights to the extent permitted by law.

7.3 The Consultant shall execute any documents necessary to perfect the Company's ownership of such intellectual property.

8. Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America, without regard to its conflict of law principles, except where mandatory Nigerian laws apply to activities performed in Nigeria.

8.2 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in London, United Kingdom, under the rules of the International Chamber of Commerce (ICC). The arbitration shall be conducted in English by a single arbitrator.

8.3 The parties agree that the arbitrator's award shall be final and binding and enforceable in any court of competent jurisdiction under the New York Convention.

8.4 Notwithstanding the foregoing, the Consultant acknowledges that mandatory Nigerian laws (e.g., tax obligations) shall apply to activities performed in Nigeria.

9. Indemnity and Liability

9.1 The Consultant shall indemnify the Company against any claims, losses, or damages arising from the Consultant's negligence, willful misconduct, or breach of this Agreement.

9.2 The Company's total liability under this Agreement shall not exceed the total fees paid to the Consultant.

10. Force Majeure

10.1 Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, government restrictions, or internet outages.

11. Entire Agreement

11.1 This Agreement, including its Schedules, constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

11.2 Any amendments to this Agreement must be in writing and signed by both parties.

12. Notices

12.1 Any notices under this Agreement shall be sent via email to [Company Email, to be provided] for the Company and [Consultant Email, to be provided] for the Consultant, or by registered mail to the addresses listed above.

13. Signatures

For Africa Procurement LLC:

Name: [Company Representative Name]

Position: [Position]

Signature: _____

Date: _____

For the Consultant:

Name: **Esther Ohiomame**

Signature: O.E.O.O

Date: 10/3/2025