

THIS CONSULTANCY SERVICES CONTRACT (the “**Agreement**”) is made this _____ day of September, 2023.

BETWEEN:

BONUS TECHNOLOGY INNOVATIONS LIMITED, a COMPANY registered under the Laws of the Federal Republic of Nigeria, whose principal place of business is at Top Floor, Emirate Mall, Amuwo Odofin, Lagos State, (hereinafter called the “**Company**” which expression shall where the context so admits, include its successors-in-title and assigns) of the first part;

AND

ULOHO UFUOMA JEROME of 29 Okotie Eboh Close Ikoyi, Lagos (hereinafter called the “**Consultant**” which expression shall while the context so admits include his heirs and assigns) of the second part.

(The Company and the Consultant shall collectively be referred to as the “**Parties**” and each as a “**Party**”).

WHEREAS:

- A. The Company is a business name duly registered under the Companies and Allied Matters Act, 2020, and is registered as a company that facilitate importation and trade.
- B. The Consultant is an experienced Developer.
- C. The Company seeks to engage the Consultant as its **Mobile Developer** for the creation, development and effective operation of its new product, Carditin, and the Developer shall render the services contained in this agreement.
- D. The Parties wish to set out the terms and conditions that will govern the relationship between them.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. APPOINTMENT

- 1.1. The Company hereby appoints the Consultant in the capacity of **Mobile Developer** to perform the duties and responsibilities as set out in this Agreement, or as may be subsequently agreed by the Parties in writing.
- 1.2. The Consultant agrees to so act effective from the date of this Agreement or such other date as may be agreed by the parties.

2. DURATION

- 2.1. This contract shall be for a period of 4 months commencing on the 18th day of September 2023 and the delivery date for the concluded project scope under Clause 7 of this Agreement shall be the 18th day of January 2024.
- 2.2. Nothing in this Agreement shall limit the discretion of the Company from extending the duration of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. The Consultant represents that he understands the scope of this project as specified in 6 and 7 of this Agreement and he possesses the requisite skill to deliver the same by the delivery date.

- 3.2. That he shall deliver the best merchantable quality of the project scope identified and specified in paragraph 6 and 7 of this Agreement.

4. DUTIES OF THE CONSULTANT

- 4.1. The Consultant shall report directly to the **Directors of the Company**.
- 4.2. The duties of the Consultant are properly enumerated in clauses 6 & 7 of this contract below.

5. REMUNERATION

- 5.1. In consideration for the services provided by the Consultant pursuant to Clause 4, 5 & 6 the Company shall pay the Consultant an agreed sum of N800,000 (Eight Hundred Thousand Naira Only) and shall be payable in accordance with the following milestones:
- a. The sum of N200,000 (Two Hundred Thousand Naira Only) payable upon execution and commencement of this Agreement or at the discretion of the Company;
 - b. The sum of N200,000 (Two Hundred Thousand Naira Only) payable upon 50% completion of the project or at the discretion of the Company; and
 - c. The balance of N400,000 (Four Hundred Thousand Naira Only) payable upon conclusion of the contract scope and issuance of certificate of satisfaction by the Company.

6. GENERAL COVENANTS

- 6.1. The Consultant hereby covenants with the Company to do the following:
- a. To perform all his obligations to the Company in this contract faithfully and diligently and to the best of his professional abilities.
 - b. Shall devote his working time and schedule to the services of the Company in accordance with the orders and directions given to him by the Company from time to time and abide by all applicable rules, and regulations, as may be laid down by the Company.
 - c. not at any time during this contract hereunder (except so far as is necessary and proper in the course of this contract) or for a period of 2 years thereafter disclose to any person any information as to the practice, business dealings or affairs of the business or any of its customers or clients or as to any other matters which may come to his knowledge by reason of his relationship with the contract.
 - d. refrain from, during this Agreement, undertaking any remunerative work with any person or Company which is in competition with the Company without the prior written approval of the Company, such approval shall not be unreasonably withheld by the Company;
 - e. comply with the laws of the Federal Republic or of any other country that he may visit while performing his duties under the Agreement;
 - f. return to the Company, upon demand, and in any event at the end of the Agreement, all reports, documentation, and correspondence as well as materials, tools and equipment which have been given to him by the Company and which remain the Company's property;

- g. refrain from possession of firearms, weapons, explosives, illegal or illicit drugs, drug

Paraphernalia and intoxicating beverages (alcohol) on the Company's property, worksites, Company-furnished transportation, or premises without authorization of the Company.

- h. refrain from, during the life of the Agreement or for a period of 6 (six) months thereafter carrying on or be concerned with, interested in, or be involved with either alone or jointly with any third party, the management of any other business in which the Company may be engaged for the time being except with the prior written approval of the Company not to be unreasonably withheld.
- i. refrain from consumption, possession, distribution, sale, or being under the influence of narcotics, illegal or illicit drugs, or intoxicating beverages (alcohol) while performing work for the Company.

7. SPECIFIC COVENANTS

7.1. The Consultant shall:

- a. Collaborating with the Backend Engr. to fetch and use API
- b. Ensure all functionalities are done
- c. Testing and debugging
- d. Ensuring security and compliance
- e. Developing the mobile application Create, manage and maintain all servers, endpoint and APIs;
- f. Implement new data protection and QA processes.
- g. Manage technical operations and track technical performance of all software engineers on the team.

7.2. The Consultant shall also carry out research and development as follows:

- a. Research, outline and recommend the most effective content management systems.
- b. Maintain current information about technology standards and compliance regulations.
- c. Manage research and development of technology and IT assets.
- d. Develop a strategy to oversee the use of new technology in the organization.
- e. Approve new designs for Integrated Technology infrastructure and communication systems while ensuring that all projects under your purview are completed as and when due.

8. TERMINATION OF CONTRACT

- 8.1. This Agreement shall remain in force until terminated by the Company or the Consultant in accordance with the provisions of this clause 7.
- 8.2. This Agreement may be terminated by either Party by giving one (1) month notice or by forfeiting 50% of any paid remuneration in lieu of notice. Written notice of such termination by one Party shall be delivered by means of electronic email to the last known e-mail address of the other Party.
- 8.3. The Company reserves the right to terminate this Agreement in writing at any time without notice in case of the Consultant committing a grave fault which shall include, but shall not be limited to violation of local laws and international regulations which are applicable to the Company, for insubordination, physical violence, unjustified absences, refusal to accomplish tasks properly assigned to her, divulging of confidential information relating to the Company or communication to the Company of false and inexact information.
- 8.4. In event of termination of this contract by the Company for a cause other than a breach of any of the events in clause 6 & 7 of this contract by the Consultant, the Company shall pay compensation to the Consultant determined by reference to his gross compensation.

- 8.5. The Consultant hereby covenants that in the event of the termination of this Agreement, howsoever that arises, he shall not approach, solicit or otherwise induce any and all clients or business associates of the Company for work or business similar in content to the services previously provided by the Company to its clients and business associates through the Consultant except with the express written consent of the Company, such consent shall not be unreasonably withheld by the Company.

9. **CONFIDENTIALITY AND NON-COMPETE**

- 9.1. The Consultant undertakes that in order to protect the propriety interests of the Company, he shall not during the tenure of this contract and for a period of two (2) years thereafter, use, divulge, disclose or in any other way disseminate to any person or business entity, the Company's Trade Secrets or other Confidential Information as contained in this Agreement, except as authorized in writing by the Company.
- 9.2. The Consultant shall abide by all Company rules and procedures designed to protect its proprietary information and to preserve and maintain all such information in strict confidence.
- 9.3. The Consultant further undertakes that to protect the proprietary interests of the Company, he shall not at any time during this contract and for a period of six (6) months thereafter:
- 9.4. directly or indirectly be engaged in or concerned with a business that is directly or indirectly in competition with the Company;
- a. directly or indirectly cause, induce, solicit, or encourage any employee of the Company to leave the employment of the Company or to become employed in any business directly or indirectly in competition with the Company;
 - b. solicit or assist any other person to solicit any business (other than for the Company) from any customer of the Company; or request or advise any customer of the Company to withdraw, curtail or cancel its business dealings with the Company or commit any other act or assist others to commit any other act which might injure the business of the Company;
 - c. cause or induce, or attempt to cause or induce, any person or firm supplying goods or services to the Company to diminish or cease the furnishing of such goods or services; or
 - d. Commit any other act with the purpose or effect of injuring the Company or its Business.
- 9.5. The Consultant acknowledges the restraints imposed upon him in terms of this Agreement to be reasonable as to subject matter, scope, area, and duration and is reasonably required by the Company to protect and maintain its proprietary interest.
- 9.6. For the purpose of this clause in particular, the following phrases shall have the meanings given below:
- a) **Confidential Information** includes with limitation, all "trade secrets" as well as any technology, circuit diagrams, instruction manuals, blueprints, organizational strategies, business location strategies, financial strategies, and other contract discussions and strategies, technical know-ho, technical specifications, electronic artwork, financial information, customer records, prospective investors lists and strategies, operational strategies, client database, suppliers and contractors database, marketing information and other purchasing agreement pertaining to the business of the Company, procedures contractual arrangements, and all other information that has been marked confidential or is known to be Proprietary, whether it has a copyright notice or a claim to copyright thereon; and

- b) **Trade Secret** includes but shall not be limited to, Company information encompassed in all software, elated source and object codes, sources of information, client lists, leads, drawings, designs, plans, flowcharts, pricing information and all concepts or ideas in or reasonably related to the business of the Company that have not previously been publicly released and which give the Company a competitive advantage in the relevant industry or the disclosure of which will be detrimental to the interests of the Company.

10. LIABILITIES OF THE CONSULTANT

- 10.1. The Consultant shall be held liable, when there is a breach in code or an error leading to financial loss or reputation damage for the company.
- 10.2. Failure of the Consultant to fulfill the duties, obligations and covenants stated in clauses 5, 6 and 8 of this agreement shall be regarded as a breach of this contract. Hence, the company shall take legal actions against the Consultant in accordance to clause 11 and 12 of this contract.
- 10.3. The due date of delivery of this project shall be 3rd day of May, 2023. Failure to deliver the project on the due date shall be considered as a breach of contract and the organization may take legal action if necessary or terminate this contract in accordance to clause 8 of this contract.

11. APPLICABLE LAW, DISPUTE RESOLUTION, SANCTIONS AND EXECUTION

- 11.1. This Agreement shall be governed and construed in accordance with the laws, rules, and regulations of the Federal Republic of Nigeria.
- 11.2. The Parties may within ten (10) business days from the date any dispute arises out of or under this Agreement, resolve the dispute by mutual negotiation or refer the matter to a court of competent jurisdiction.
- 11.3. Wherein a breach has been committed by the Consultant which may be a breach occurring from a criminal action or a breach of clauses 6, 7, 8 and 9 above, the Company shall seek redress by reporting such criminal activity to appropriate authorities or take legal actions against the Consultant seeking redress or damages commensurate to the breach committed.
- 11.4. The Agreement is a definitive agreement and shall be binding on the Parties hereto.
- 11.5. This Contract is executed in two (2) counterparts and each of the Parties hereto acknowledges having received an original signed text of the Agreement.

12. INJUNCTIVE RELIEF.

- 12.1. The Consultant hereby acknowledges that the Company will suffer irreparable harm upon breach of his/her obligations, particularly in clause 5 & 6 of this Contract; and that monetary damages may be inadequate to compensate the Company for such a breach.
- 12.2. Therefore, upon the breach of any of such provisions, the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions. This clause is not in contrast to clause 10.3 above

13. **SEVERABLE PROVISIONS** The provisions of this Agreement are severable. If any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

14. MODIFICATIONS.

This Agreement may be modified only by a written document executed by the parties.

15. PRIOR UNDERSTANDING.

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement.

16. WAIVER.

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands the day and year first above written.

THE COMMON SEAL OF THE WITHIN NAMED COMPANY IS HEREBY AFFIXED IN THE PRESENCE OF:



DIRECTOR

DIRECTOR/SECRETARY

Signed by the within name Consultant

ULOHO UFUOMA JEROME

In the presence of

Signature:

Name:

Address:

Occupation: