



service contract

for select services made out to Thankgod Okoro

effective date: 06 / 15 / 2021

we'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong.

this service contract (this "agreement" or this "service contract"), effective as of 15-06-2021, is made and entered into by and between cokards, a company organised and existing in lagos, nigeria, with offices located at Emperor estate mall, sangotedo, lagos (hereinafter the "customer"), and thankgod okoro, an application developer (hereinafter the "contractor").

whereas, contractor and customer desire to enter into a relationship in which contractor will provide front end development services, now, therefore, in consideration of the premises, and of the mutual promises and undertakings

herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. definitions

for purposes of this agreement, the following terms shall have the following meanings:

- a. "services" means any and all services specified in the statement of work (as defined below).
- b. "deliverables" means any tangible property, including software media, delivered to customer under this service contract, as specified in the statement of work.
- c. "project" means the combination of services and deliverables to be provided under this agreement.

2. statement of work

contractor shall perform and deliver the project as set forth in the statement of work issued against and subject to the terms and conditions of this agreement.

the work which contractor shall perform shall be specified in the statement of work—attached hereto as attachment a—which will be written under the terms and conditions of this agreement. the statement of work shall specify: (i) description of services and deliverables, (ii) schedule for deliverables, and (iii) price and payment schedule.

3. term

the term of this agreement shall commence on 15-06-2021, and shall continue thereafter until terminated in writing by one of the parties, or as provided in section 11 below.

4. terms of payment

- a. price. projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable statement of work. any additional or unscheduled services or deliverables to be provided by contractor

outside of the statement of work must be mutually agreed upon in writing signed by both parties hereto referencing this agreement.

b. taxes. the project price does not include and customer is responsible for all taxes (except taxes on contractor's income) tariffs, and any similar charges imposed upon or related to the services or deliverables or their delivery or use.

c. payment schedule. customer will receive invoices based upon the billing/payment schedule contained in the applicable statement of work. invoices will contain a description of the services or deliverables provided. invoices are due and payable within 5 business days of contractor's invoice date. interest may be charged on all amounts unpaid after 21 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. if any invoice is not paid when due, contractor may suspend provision of services and/or deliverables without liability or penalty until final resolution of the matter.

d. title and security interest. contractor reserves a purchase money security interest in each deliverable until payment of the project price is received. customer agrees to sign, upon request, any documents necessary to protect contractor's security interest in all deliverables.

5. deliverables

except for commercial off-the-shelf type products where the license for such products is contained in the applicable statement of work, customer shall have exclusive unlimited ownership rights to all deliverables developed under this agreement. all of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to customer, with customer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. customer acknowledges that contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (contractor proprietary items) that are proprietary to contractor. it is agreed that these contractor proprietary items shall remain the sole and exclusive property of contractor. contractor grants customer a perpetual, non-exclusive, paid-up license to use contractor proprietary items subject to the following:

- a. customer may use contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.
- b. customer may not transfer, sell, or otherwise dispose of any contractor proprietary items without the prior written consent of contractor during the project agreement.
- c. this license gives no title or ownership rights in contractor proprietary items or related intellectual property to customer.
- d. if software source code is delivered to customer under this license, customer agrees to keep the source code strictly confidential in accordance with section 13 below. if software object code is delivered, customer will not copy or modify the software or subject the software to any process intended to create computer source code from contractor proprietary items.
- e. customer agrees to retain or reproduce on all copies of any contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of contractor or any third party.
- f. customer will have no rights to assign or sell the license granted herein to others.
- g. if customer orders any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable statement of work.
- h. customer grants contractor a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by contractor during the performance of this agreement, not to include content or any material provided to contractor by customer.

6. acceptance

the deliverables, if any, shall be deemed accepted by customer upon completion of the following acceptance test:

- a. immediately upon receipt of said deliverables, customer shall promptly perform testing of the deliverables to confirm that the deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the statement of work.

b. customer shall either promptly provide contractor with written acceptance of the deliverables, or deliver to contractor a detailed written statement of nonconformities to be corrected prior to customer's acceptance of the deliverables. unless otherwise agreed to in writing by the parties, contractor will redeliver corrected deliverables to customer within a reasonable amount of time after receipt of such statement of nonconformities.

c. following redelivery of corrected deliverables, a new acceptance test shall be immediately commenced by customer. any such written statement of nonconformities shall provide sufficient detail to enable contractor to remedy the failure to conform to the completion criteria. if customer fails to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said deliverables or such other mutually acceptable period as defined in the applicable statement of work, or within five (5) days of re-delivery of said corrected deliverables or such other mutually acceptable period, the deliverables shall be deemed immediately accepted by customer.

7. warranties and remedies

a. contractor warrants deliverable functionality substantially as defined in the statement of work for a period of 21 days following final delivery.

b. contractor warrants that with respect to any deliverable assigned by contractor to customer that contractor has the right to transfer title to customer.

c. contractor further warrants that to its knowledge the deliverables do not infringe any intellectual property right held by a third party.

d. customer's sole and exclusive remedy and contractor's only obligation for breach of the warranty hereunder will be, at contractor's option, to correct any material errors in provision of services or to replace or repair deliverables which do not conform to the warranty. in order for customer to exercise this remedy, customer must give contractor written notice of such nonconformity within the warranty period, and contractor must determine that any nonconformity did not arise due to any cause specified below. contractor shall be given free and full access to deliverables to make corrections, and customer shall promptly inform contractor of any changes in the location of deliverables during the warranty period. if this remedy is adjudged to have failed of its essential purpose, contractor's total liability will be to refund the price paid to contractor by customer for the nonconforming deliverables. the remedy provided by

contractor for breach of warranty does not include the following, which may be provided, at contractor's sole option, at contractor's then-current time and materials rates:

- i. repair of damage to deliverables caused by customer during unpacking.
- ii. repair of damage caused by events beyond contractor's reasonable control.
- iii. repair of damage caused by customer's improper installation, relocation, or rearrangement of deliverables.

e. except for the warranties stated in this section, contractor disclaims all other warranties with respect to the services and deliverables, express or implied, arising by operation of law, course of dealing, usage of trade or otherwise, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and warranties against non-infringement. contractor expressly does not warrant that the operation of deliverables which are software shall be uninterrupted or error-free; or that deliverables will operate on any system, or with any software, other than the system with which the contractor tested such deliverables. contractor does not warrant any third-party software development tools. contractor specifically does not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by customer.

8. limitation of liability

the total liability of contractor to customer from any cause whatsoever, will be limited to the lesser of customer's actual damages or the project price paid to contractor for those services and deliverables in a project that are the subject of customer's claim. in no event will either party be liable for special, indirect, consequential, or incidental damages, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of services or use of deliverables.

time for claims. all claims against contractor must be brought within one (1) year after the cause of action arises and customer waives any statute of limitations which might apply by operation of law or otherwise.

9. indemnification

customer shall defend, indemnify, and save contractor harmless, at customer's own expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of an infringement of any patent, trademark, copyright, or trade secret based upon the normal and intended use of the deliverables furnished to contractor hereunder. should any of the deliverables furnished to contractor hereunder become the subject of a claim of any infringement of a patent, trademark, copyright, or trade secret, customer shall, at its option and expense, deliver non-infringing material, modify the material so that it becomes non-infringing, or procure for contractor the right to continue using customer's infringing material.

customer agrees to indemnify and hold contractor harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with customer's use of the deliverables.

10. force majeure

neither party shall be liable for failure to perform, nor be deemed to be in default, under this agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. in the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

11. termination

termination of project. customer reserves the right to terminate a project in whole or in part, upon 14 business days written notice to contractor. in the event the project is terminated by customer prior to completion, contractor shall use its best efforts to conclude or transfer the project, as directed by customer, as expeditiously as possible. contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the project after receiving such notice of termination from customer, except as mutually agreed upon by the parties. in the event of termination of a project as described above, contractor shall be entitled to compensation as follows:

- a. all payments due and owing under this agreement at the time of contractor's receipt of the written notice of termination for work completed and in progress;
- b. reimbursement for any non-cancelable services and commitments entered into by contractor, in connection with the project being terminated, provided contractor provides customer with documentation of completion of work or expenses incurred.

termination of the project shall not affect either party's obligations in connection with any other ongoing projects and the rights and obligations of all non-terminating parties to the agreement shall remain in full force and effect.

failure by either party to comply in any material respect with any of its obligations in this agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. if such default is not cured within 3 business days after receipt of such notice, the notifying party shall be entitled to terminate this agreement by giving notice of such termination to take effect immediately. the right of either party to terminate this service contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

12. delay or suspension of work

if customer's acts or failure to act causes contractor to delay or suspend performance of services, contractor and customer will mutually agree to one of the following remedies:

- a. contractor will use reasonable efforts to continue performance as practicable under the circumstances and customer will continue to make all scheduled payments; or
- b. contractor will re-assign personnel to extend contractor's work schedule without liability, and customer will pay all additional costs, if any.

notwithstanding the above, contractor shall have the right to invoice customer for any work performed to date of suspension.

13. confidentiality

contractor and customer acknowledge that during the course of the performance of a project, information of a confidential nature may be disclosed between the parties. such information, excluding the deliverables and any

other information incident to the deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("confidential information"). neither party has the right to disclose the confidential information of the other, in whole or in part, to any third party, and neither party will make use of the confidential information of the other for its own or a third party's benefit or in any way use such confidential information other than for the purposes of performance of this agreement without the prior written consent of the disclosing party. each party agrees to take all steps reasonable to protect the other's confidential information from unauthorized use and/or disclosure. the parties agree not to copy in whole or in part, any confidential information nor modify the same in any way without prior written consent from the other party. neither party will be liable to the other for the disclosure of confidential information if, as shown by clear and convincing evidence, the confidential information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this agreement; or (d) is subject to applicable united states laws or a valid court order requiring disclosure of such confidential information.

in any judicial proceeding, it will be presumed that the confidential information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the confidential information was publicly or rightfully known or disclosed.

14. publicity

contractor may use customer's name or mark and identify customer as a client of contractor, on contractor's website and/or marketing materials. contractor may issue a press release, containing customer's name, related to any award under this agreement. neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. any approval required under this section shall not be unreasonably withheld or delayed by either party.

15. subcontracting

contractor may, at its option, subcontract work under a statement of work but contractor's use of subcontractors shall not affect its responsibilities under the applicable statement of work. moreover, contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable statement of work as it is for work done by its own employees. contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this agreement regarding ownership rights and confidentiality of customer's materials.

16. general terms

a. this service contract shall be deemed to have been made, executed and delivered in the state of and shall be construed in accordance with the laws of the state of [state].

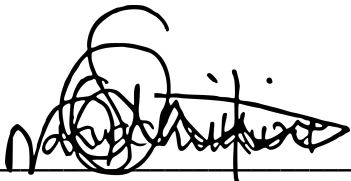
b. notices. notices to be given by either party under this agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as first set forth above.

c. severability and assignment. the invalidity or unenforceability, in whole or in part, of any provision in this agreement shall not affect in any way the remainder of the provisions herein. this agreement may not be assigned by customer without contractor's consent.

d. entire agreement. this agreement, together with any other materials referenced in or expressly made a part of the agreement, constitutes the final and entire agreement between contractor and customer and supersedes all prior and contemporary agreements, oral or written.

e. counterparts. the parties hereto agree that facsimile signatures shall be as effective as if originals. this agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

in witness whereof, this agreement is duly executed by the duly authorized representatives of the parties as set forth below:

A handwritten signature in black ink, appearing to read 'Thankgod Okoro', is written over a horizontal line.

thankgod okoro (contractor)

06/15/2021

date

tamaradoubrah ogunuku for cokards

15th june 2021

attachment a

statement of work for kalifa gardens application development

this statement of work (this "statement of work") is entered into by and between cokards and thankgod okoro pursuant to the service contract entered into by the parties as of 15th June 2021.

description of services and deliverables

- ios and android front end development for kalifa gardens buyer app
- admin dashboard web

schedule for deliverables

- 6 weeks

price and payment schedule

customer shall pay the following fees and expenses:

phase 1: N150,000

phase 2: N150,000

phase 3: N150,000

phase 4: N150,000

invoices shall be mailed to the following email address:

payments@cokards.agency

digital signatures and transcription of virtual data logs will be admissible in applicable law tenable to an arbitration court.