

## Website Services Agreement

**THIS AGREEMENT** (together with any schedules and exhibits thereto, the “*Agreement*”) made as of June 11, 2019, by and between Mee’s Logistics, a delivery company having a principal place of business located at 45 Goldie Street Calabar (“*Company*”) and Odey Samuel, having a principal place of business located at 19 Iso Oqua Street, Calabar (“*Vendor*”).

**WHEREAS**, Company plans to produce a website as specified by Company (the “*Website*”) and desires to engage Vendor to provide services related to the Website (the “*Services*”), and Vendor desires to be engaged by Company for the Services on the terms and in accordance with the pricing and schedule set forth herein and the applicable SOW (as defined below); and

**WHEREAS**, Company and Vendor further desire to agree on certain terms and conditions as set forth below that will apply to any services provided by Vendor to Company with respect to the Services and/or the Website.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Engagement of Vendor.** Company hereby engages Vendor to provide the services and related materials and equipment necessary to complete the Services, as hereinafter described, and subject to all of the terms and conditions of the Agreement and the terms of any approved statement of work, which will be signed by both parties and attached as a schedule to this Agreement, including but not limited to the initial statement of work attached as Schedule 1 hereto (the initial statement of work and any subsequent statement of work, together with any attached or referenced exhibits or requirements, are each referred to as an “*SOW*”). Vendor hereby accepts such engagement and agrees to make itself available and to render the Services under this Agreement in a professional, high quality and timely manner, consistent with a high level of computer software development industry professional standards.
2. **Website Services.** Vendor agrees to complete the Services in accordance with the specifications provided by Company, including but not limited to any written requirements documents provided to Vendor on or before the date of this Agreement or any subsequent SOW, as applicable (the “*Specifications*”), and including all information, documents and other materials provided by Company to Vendor for inclusion in the Website. The Services include those tasks and Deliverables set forth in the Specifications and the applicable SOW. For purposes of this Agreement, a “*Deliverable*” is any item (including intermediate and final work product) that Vendor is obligated to prepare or provide to Company as set forth in the Specifications and/or in the applicable SOW, including but not limited to software requirement specifications, functional specifications, reports, software, templates, designs, implementations, schematics, prototypes, programs in source and object code form, interfaces and documentation and instructions (i)

- necessary to enable a person to utilize any of the foregoing or (ii) associated with any of the foregoing. References to the Specifications will be deemed to include any additional descriptions of services contained in the applicable SOW. All changes to the Deliverables must be approved in advance by Company in writing.
3. **Delivery Schedule.** Vendor will use its best efforts to complete the Services to Company's reasonable satisfaction on or before the milestone dates set forth on the applicable SOW. Company agrees to timely provide Vendor with any information and materials as reasonably requested by Vendor if required by Vendor to meet the foregoing delivery requirements. All changes to the delivery schedule must be approved in advance by Company in writing.
  4. **Compensation.** Vendor will be entitled to, as compensation for all the services described in this Agreement, payment at such times and in such amounts as set forth on the applicable SOW, and these amounts will be payable by Company within 7 days after the later of (a) the time specified in the SOW, or (b) receipt of an invoice from Vendor describing the services provided and the payment due. Company will not reimburse Vendor for any travel or entertainment expenses unless expressly agreed by Company in writing in advance. There will be no other charges for the services to be provided under the applicable SOW except for those fees and expenses expressly stated in that SOW, which will include all applicable taxes or other related charges. Vendor acknowledges and agrees that Company will have no obligation to make any payment to Vendor that has not been pre-authorized and pre-approved by Company in writing.
  5. **Delivery and Acceptance.** Except as otherwise agreed by Vendor and Company in the applicable SOW, the following provisions will apply for delivery and acceptance of any Deliverables provided hereunder. The standard for acceptance for Deliverables will be material conformity to the specifications set forth in the Specifications and as otherwise expressly communicated by Company.
    1. Company will accept or reject the initial version and any corrected version of each version of any Deliverable, and will notify Vendor in writing of any error, deficiencies or inadequacies in the version.
    2. If Company rejects the initial version or any corrected version of any work, Vendor will immediately commence using its best efforts to correct such error and will have a period of at least 5 business days from receipt of the written rejection to correct all errors, deficiencies or inadequacies specified by Company and submit a revised draft.
    3. Vendor and Company agree that upon delivery by Vendor of an accepted version of any Deliverable, Company will have 30 days to test the Deliverable and determine whether it has been delivered to its reasonable satisfaction. On or before the last day of such 30 day period, Company may provide Vendor with written notice that final acceptance has occurred ("*Final Acceptance*"). If Company does not provide such notice, the parties will either agree to a revised timeframe during which Final Acceptance may occur, or may submit the dispute for resolution in accordance with this Agreement.

4. All source code and other files with respect to any Deliverables that may be edited will be placed by Vendor on the server location designated by Company.
5. Upon Final Acceptance of any Deliverable, all object code, together with all final source code, designs and other files and materials will be released by Vendor to Company and uploaded to the server location designated by Company ("*Final Delivery*"). Vendor acknowledges and agrees that Final Delivery will not be deemed complete unless and until all final versions of files and materials relating to each Deliverable, including but not limited to all images, videos, font types and other applications, have been provided to Company in a format that is fully editable and capable of being modified by Company or other third parties without further involvement by Vendor and without requiring use of a password or other code or method that has not also been provided or identified to Company.

**6. Intellectual Property Ownership.**

1. Vendor agrees that all rights, title and interest in and to the Deliverables and any and all work produced for Company in connection with this Agreement, including without limitation, all files, graphics files, animation files, data files, technology, scripts and programs, both in object code and source code form, all designs, plans, documentation, "look and feel," artwork, inventions (whether or not patentable and whether or not reduced to practice), algorithms, methods, trade secrets, processes, logos, graphics, video, text, data, flow charts, listings, calculations, maps, sketches, notes, reports, models and samples, and any other works that are incorporated into or otherwise become part of the Website or are produced pursuant to Company's requests for services hereunder and under any SOW (including title to the physical objects), of whatever nature, including, without limitation, any patent, trade secret, trademark or service mark rights (and any goodwill appurtenant thereto), any rights of publicity, any right, title and interest in any copyright and any right that may affix under any copyright law now or hereinafter in force and effect in Nigeria or in any other country or countries (including any "moral rights"), and any other intellectual property and proprietary rights and legal protections in and to such work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing, all renewals, extensions, reversions or restorations of all such rights, all works based upon, derived from, or incorporating the work, all rights corresponding to each of the foregoing throughout the world, all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the work, together with all physical or tangible embodiments of the work, will belong exclusively to Company in Nigeria and worldwide, and that such works are "works made for hire" as defined under Nigeria copyright law. If any such work is not considered a "work made for hire" owned by Company by operation of law, Vendor

hereby grants, transfers, conveys and assigns the ownership of copyrights and all other rights in such works to Company, and agrees that it will take all steps requested by Company as may be necessary to give effect to such assignment and the intent of this Section 6. Notwithstanding the foregoing, if Vendor has any rights that cannot be assigned or waived in favor of Company in any jurisdiction, Vendor hereby grants to Company a worldwide, exclusive, fully-paid and royalty-free, perpetual, assignable, irrevocable, with right to sublicense, license to such rights. The terms of this Section 6 will survive the termination of this Agreement.

2. Vendor will not include any pre-existing invention, improvement, development, concept, discovery that is protected by law or other proprietary information owned by Vendor as of the date of this Agreement (or as of the date of any new or revised SOW, if applicable) ("*Vendor Tools*") in any Deliverable without Company's prior written consent and express agreement to all material terms of such inclusion, and in any such case, Vendor hereby grants a perpetual, irrevocable, non-exclusive royalty-free license to use, modify, copy, distribute, create derivatives, display, perform and adapt the approved Vendor Tools in connection with use of the Deliverables, services and other work provided hereunder, and agrees that Company will have all rights in and to the derivative works created by or for Company based upon or utilizing the Vendor Tools. Absent such consent and agreement, the first paragraph of this Section 6 will apply to such Deliverable and the Vendor Tools. Vendor agrees that the Vendor Tools will not contain nor be derivative of any Company content, materials or confidential information. Vendor will not take any action inconsistent with Company's rights under this Section 6 and that Vendor's covenants and obligations under Section 6 will survive the termination of this Agreement. Vendor will not include any references to any name, logo, mark or other designation of attribution to Vendor or any of Vendor's affiliates, agents or employees in any of the Deliverables.
3. Except as otherwise expressly set forth in the applicable SOW or Specifications, Vendor will not include any open source or off-the-shelf/ready-to-use packages, programming code or scripts or other third party materials, whether available paid or unpaid, in any Deliverable without Company's prior written consent and express agreement to all material terms of such inclusion.
4. Vendor agrees that all content, data and other materials, including any Internet domain name used for the Website, contributed or disclosed by Company for purposes of creating the Website will remain the sole property of Company. Vendor further agrees that each Deliverable produced for Company under this Agreement may be used by Vendor solely for the benefit of Company to the extent necessary for Vendor to provide services to under this Agreement, and that any right of Vendor to use or adapt any such Deliverable will expire immediately upon the termination of this Agreement. No portion of the Website or any

Deliverable may be used, re-used, adapted, copied, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of Vendor, its employees or agents, except as expressly provided in this Agreement and the applicable SOW, or as specifically approved by Company in advance in writing.

## **7. Confidentiality.**

### **1. Definitions**

1. For purposes of this Agreement, “Confidential Information” means any proprietary information, technical data, trade secrets, financial figures and know-how of any kind and in any form whatsoever (whether disclosed before or after the date of this Agreement), including, but not limited to, trademarks, service marks, trade names, designs, logos, slogans, symbols, or trade dress (collectively, the “Marks”), as well as information relating to the Marks, business, product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, methods, engineering, marketing strategies, pricing or financing, which information is designated orally or in writing (either at the time of, or within thirty (30) days after, disclosure) to be confidential or proprietary or which would reasonably be understood to be Confidential Information based on the relevant facts and circumstances surrounding the disclosure. For avoidance of doubt, all information provided by Company relating to the Website shall be deemed Confidential Information.
2. Confidential Information does not include information, technical data, trade secrets or know-how which: (a) is in the possession of Vendor at the time of or prior to the date of this Agreement or receipt of disclosure of said Confidential Information and which Vendor can establish, by documented and competent evidence shown by the Vendor’s written files and records dated prior to the date of the disclosure or date of the Agreement, as is applicable; (b) is readily available as part of trade or public not as a result of any improper inaction or action of the Vendor, its employees, consultants or agents; (c) the Vendor by law is required to disclose; or (d) is subsequently disclosed to the Vendor by a party having the legal right to make such disclosure.
3. Definition of Confidential Materials. “Confidential Materials” will include, but not be limited to all tangible materials, which may be machine or user readable, such as printed documents, disks, flash drives, or CDs containing Confidential Information, and any digital information sent via email or otherwise made available to Vendor. All work produced by Vendor as and in connection with the

Deliverables, the Services, and all materials provided or disclosed by Company in connection with the Website, including but not limited to any Internet domain name and/or URL, shall be Confidential Materials.

2. Use of Confidential Information and Confidential Materials.

1. The Company will at its discretion provide the Confidential Information and Confidential Materials to Vendor as is required for the purposes of this Agreement. Nothing in this Agreement obligates the Company to make any particular disclosure of Confidential Information.
2. Vendor agrees not to use any Confidential Information or Confidential Materials of the Company for any purpose except in accordance with the terms of this Agreement and in furtherance of the Purpose.
3. Vendor will not allow or permit, directly or indirectly, disclosure or access to, or transmit or transfer the Confidential Information or Confidential Materials to any third party that is not under the jurisdiction and control of the Vendor (collectively, "External Disclosures") without the prior written consent of the Company. For avoidance of doubt, such External Disclosures shall include any and all uses of the Marks.
4. Vendor will disclose the Confidential Information only to those of its employees and consultants who have a need to know of the Confidential Information for the purposes of this Agreement and who have been approved by Company to receive the Confidential Information; provided further that such employees and consultants have been given appropriate instructions to allow Vendor to satisfy its obligations herein and who have given their agreement either as a condition to employment or in order to receive the Confidential Information and Confidential Material for use on a confidential basis on the same conditions as contained in this Agreement.
5. When requested by Company, Vendor will promptly provide a list containing the full name and address of any employees or consultants having access to or copies of the Confidential Information and Confidential Materials and the reason such access is necessary.
6. Vendor agrees to take all reasonable security measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information or Confidential Materials, in order to prevent it from falling into the public domain or possession of persons other than those persons authorized hereunder to have any such information or materials. Vendor will use all reasonable efforts to protect Company's interest in the Confidential Information and Confidential Materials and keep them confidential, using a standard of care no less than the degree of care that Vendor would

be reasonably expected to employ for its own similar Confidential Information and Confidential Materials.

3. No interest, license or any right respecting the Confidential Information or Confidential Materials, other than expressly set out herein, is granted to Vendor under this Agreement by implication or otherwise. All Confidential Information and Confidential Materials are and will remain the exclusive property of Company and will be held in trust and confidence by Vendor. By disclosing information to Vendor, Company does not grant any express or implied rights to any other party to or under Company's patents, copyrights, trademarks, trade secret information, Confidential Information, or Confidential Materials; provided, however, that Vendor will have the limited right to use such Confidential Information or Confidential Materials solely in connection with the purposes of this Agreement.
4. Company warrants only that it has the right to disclose the Confidential Information made available to Vendor under this Agreement. Otherwise, all such information is provided to Vendor "AS IS" with no warranties, express or implied, of any kind.
8. **Term and Termination.** The term of this Agreement will commence as of the date first written above and continue until terminated in accordance with this Section 8, provided that that term will survive until all SOWs have expired or terminated in accordance with their terms. Either party may terminate this Agreement and/or any SOW at-will upon 30 days prior written notice to the other party, or immediately upon any breach or threatened breach of Section 7 of this Agreement. In addition, Company may terminate this Agreement and/or any SOW upon 7 days written notice to Vendor if Company determines that the quality and nature of the Deliverables do not comply with the Specifications or are otherwise unsatisfactory or delayed. If Company terminates the Agreement before the Services or applicable SOW is complete for any reason other than a breach or threatened breach of Section 7 of this Agreement, Company will be obligated to compensate Vendor only for those Deliverables for which Final Acceptance has been given as of the date of termination, and Company will not be obligated to compensate Vendor for all work not accepted to date and Vendor will promptly return any pre-paid amounts related to Deliverables for which Final Acceptance has not been given; provided however, that Company will have the option to receive such unaccepted work so long as Company compensates Vendor for the lesser of (i) the fair value of such work or (ii) the amount set forth in the applicable SOW, and Vendor will promptly return any amounts pre-paid by Company in excess of such lesser amount. If Vendor terminates the Agreement before the Services or applicable SOW is complete, Vendor will refund Company any fees theretofore paid, and will deliver, and grant ownership to Company of all rights to and in, all work and materials developed for the Website and in connection with any Deliverables as of the date of such termination, and Company may continue to use and develop the Deliverables without any further obligations to Vendor.

9. **Vendor Representations and Warranties.** Vendor represents and warrants as follows.
1. The Website, Deliverables and all portions or components thereof will be free of material defects, malfunctions, or nonconformities and operate in all respects in conformance with the Specifications and other agreed on requirements up to and for a period of 1 year after the date of Final Acceptance.
  2. Vendor has full corporate authority to execute and deliver this Agreement and to consummate the transactions hereby in the manner contemplated herein and this Agreement will not violate any other agreement to which the Vendor is a party. The Vendor will not enter into any agreement that would be inconsistent with the terms hereof.
  3. Vendor will perform the professional services provided under this Agreement and each SOW in a workmanlike and professional manner and will utilize appropriately qualified personnel.
  4. Vendor will promptly and fully complete Final Delivery for each Deliverable and acknowledges and agrees that Company is the owner of each such Deliverable in accordance with the provisions of Section 6.
  5. The Website, each Deliverable and any portion thereof does not contain any timer, clock, counter, or other limiting design or routine which causes the Website or Deliverable (or any portion thereof), to become erased, inoperable, impaired, or otherwise incapable of being used in the full manner for which it was designed and licensed (including without limitation any design or routine that would impede copying thereof) after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any other triggering factor or event in connection with this Agreement or otherwise.
  6. Any Deliverable or other work created for the Website or otherwise in connection with the Services will not be reused, modified, decompiled, copied, disassembled or otherwise used by Vendor for the benefit of any party other than Company.
  7. The Website, the Deliverables and the services rendered by Vendor in connection with this Agreement will not violate or in any way infringe any rights of third parties.
  8. The Deliverables will not contain any open source or third party components or modules that have not been expressly disclosed to and pre-approved by Company in writing, and Vendor will comply with any and all licensing terms applicable to any such pre-approved open source or third party components or modules.
10. **Company Representations and Warranties.** Company represents and warrants as follows:
1. Company has full corporate authority to execute and deliver this Agreement.



2. Company agrees that Vendor will not be liable for failures determined to have been caused solely by the gross negligence or willful misconduct of Company.
11. **Indemnification; Limitation on Liability.** Vendor agrees to defend, indemnify, and hold harmless Company and its officers, directors, employees, successors, and assigns from and against any and all liabilities, losses, damages, claims, demands, costs, judgments, and expenses (collectively, “*Claims*”), including reasonable attorneys' fees, arising out of or relating to any breach or alleged breach of any of its representations and warranties, covenants, or agreements contained in this Agreement, or the actions of any of its subcontractors, except for those Claims that arise solely from Company’s gross negligence or willful misconduct. No party hereto will be liable to the other for any indirect, consequential, or special or exemplary damages such as loss of revenue or anticipated profits or lost business.
12. **Subcontractors.** Before entering into a subcontract with a third party for any services under this Agreement, Vendor will give Company reasonable prior notice of the subcontract, specifying the components of the services affected and the identity and qualifications of the proposed subcontractor. Company will have the right to disapprove the subcontractor, or at any time request Vendor to replace such subcontractor as soon as possible at no additional cost to Company. Vendor will be solely responsible and liable for the performance of the services hereunder, including the performance of any subcontractor performing services hereunder on Vendor’s behalf.
13. **Publicity.** Except as may be required by law, neither party shall disclose, publicize or advertise in any manner the discussions and/or negotiations giving rise to this Agreement or the existence or terms of this Agreement without the prior written consent of the other party as to the timing, medium and content of such disclosure. Vendor will not use the name of Company or any of its affiliates, in any disclosure, advertising, publicity, client lists or promotional materials of any kind without Company’s prior written consent.
14. **Independent Vendor Relationship.** Vendor understands and agrees that its relationship with Company is that of an independent contractor and that nothing in this Agreement creates a joint venture, partnership, employer-employee or other relationship. Accordingly, Vendor is not entitled to any benefits that may ordinarily be extended to employees, and is not authorized to make any representation, contract or commitment on behalf of Company unless specifically authorized in writing to do so by Company. Vendor agrees that it is Vendor’s responsibility to carry its own insurance coverage for itself and its personnel and that it will provide certificates evidencing such insurance if and when reasonably requested by Company. The parties hereto understand that neither of them has authority to bind the other in any contractual arrangement or transaction with any third party.
15. **Severability.** If any provision of this Agreement should be held invalid or unenforceable for any reason whatsoever or to violate any law of any applicable jurisdiction, such provision shall be enforced to the maximum extent legally

- permissible so as to give effect to the intent of the parties (unless any such provision is found to be wholly invalid and thus must be considered severed, in which case such provision shall be deemed deleted from this Agreement in such jurisdiction or, in the event that it should be held only to violate the laws of one applicable jurisdiction, such provision shall be inapplicable only within such jurisdiction), and the remainder of this Agreement shall be valid and binding upon the parties as if such provision was not included herein.
16. **Governing Law.** This Agreement shall be deemed to have been made in the Cross River State, Nigeria, and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the state.
  17. **Notices and Communications.** All notices or reports permitted or required under this Agreement will be in writing and delivered by personal delivery, sent digitally via email, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, (5) days after deposit in the mail, or upon acknowledgement or receipt of electronic transmission. Notices will be sent to the address set forth at the beginning of this Agreement or such other address as either party may specify in writing.
  18. **Entire Agreement.** This Agreement, together with any SOW and any Specifications expressly referenced therein, sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings. Any amendment to this Agreement must be in writing signed by both parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees or consultants, but only by an instrument in writing signed by an authorized officer of both parties. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion.
  19. **Miscellaneous.** This Agreement may not be assigned by either party without the express written consent of the other party, which consent will not be unreasonably withheld, except that Company may assign this agreement to any acquirer of or successor to all or a portion of its business without notice or consent. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon both parties, their successors, and permitted assigns. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. This Agreement may be executed in one or more counterparts each of which will be deemed to constitute an original and all of which when taken together will be deemed to constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the date first above written.

**Company**

**Vendor**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title:

Title:

Date:

Date:

### **Schedule 1**

#### **Statement of Work #1**

##### **A. Specifications**

The Specifications for these Services expressly include the written requirements that were previously provided to Vendor on June 11, 2019, as well as any additional requirements defined in the designed pages that will be provided by Company.

##### **B. Fees**

The total cost of the project is **NGN 120,000** and the time-line is five(5) weeks. Payment will be divided into 2 phases based on the completion of milestones.

##### **Phase 1.**

**40% of total cost upon final acceptance and commencement of project.**

##### **Phase 2.**

**60% of total cost upon completion of project.**

The above stated fee structure and phases are subject to changes (based on project demands and unforeseen circumstances )

**Maintenance Fees:**

Maintenance services for the Website will be provided by Vendor at a negotiable rates based on the volume of work requested by Company, but in all events not to exceed initial cost of development, as and when requested by Company.

**C. Schedule****Phase 1.**

**Domain & Hosting -      One day  
Purchase**

**Phase 2.**

**Full-stack -              Five Weeks  
Development**

**D. Approved Open Source/Third Party Programs**

PHP open source programming language

MySQL database management system

**Company****Vendor**

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Name:

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Name:

Title:

Title:

Date:

Date:

