

F.T.L**FORTCAN TECH LTD**

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**7th July 2023****Contract Statement**

This Contract Statement ("Statement") is entered into between Sunday Afoka Chinedu ("Contractor") and Mr Onyeka ("Client"), collectively referred to as the "Parties," for the purpose of affirming Contractor's commitment to completing the contract as specified below.

**1. Contract Details:**

- Contract Name: XHAVO
- Contract Date: 9th July 2023
- Contract Description: Business locator/finder mobile application

2. Completion Date: The Contractor hereby assures the Client that the contract shall be completed on or before 10 October 2023 ("Completion Date"). The Contractor shall make every reasonable effort to meet this deadline and will not fail in completing the contract as agreed upon.

3. Performance Obligations: The Contractor shall fulfil all performance obligations as outlined in the contract and shall meet the quality standards and specifications specified therein. The Contractor shall allocate adequate resources, personnel, and equipment necessary to ensure timely completion of the project.

4. Communication and Progress Updates: The Contractor shall maintain open and regular communication with the Client throughout the contract period. The Contractor shall provide progress updates, as mutually agreed upon, to keep the Client informed of the project's status and any potential issues or delays.

5. Unforeseen Circumstances: In the event of any unforeseen circumstances or factors beyond the Contractor's control that may affect the project timeline, the Contractor shall promptly notify the Client and work collaboratively to develop appropriate mitigation strategies to minimize any potential impact on the project's timely completion.

6. Payment Terms:

a) The total contract amount for this project is 1 million Naira(#1,00,000), payable as follows:

b) The Client shall make payment in five(5) instalments based on the Contractor's progress on the application development. Each instalment shall amount to 200 thousand Naira(#200,000) and shall be payable as specified below:

Instalment 1: 200 thousand naira (#200,000) – Due upon signing this Contract Statement.

Instalment 2: 200 thousand naira (#200,000) – Due [Specify Due Date].

Instalment 3: 200 thousand naira (#200,000) – Due [Specify Due Date].

Instalment 4: 200 thousand naira (#200,000) – Due [Specify Due Date].

Instalment 5: 200 thousand naira (#200,000) – Due upon successfully completing the project.

7. Payment Details: The Client shall remit the payment to the Contractor's designated bank account as follows:

Bank Name: Access Bank

Account Name: Sunday Chinedu Afoka

Account Number: 0788180459

The Client is responsible for any bank charges or transfer fees associated with the payment.

8. Modifications and Change Requests: Any modifications or change requests to the original contract scope shall be addressed through a separate written agreement between the Parties. Such modifications shall be mutually agreed upon in writing and may impact the original Completion Date, subject to renegotiation.

9. Governing Law: This Statement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction]. Any disputes arising from or related to this Statement shall be subject to the exclusive jurisdiction of the courts in [Insert Jurisdiction].


10. Entire Agreement: This Statement constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements, whether written or oral, relating to the subject matter herein.

By signing below, the Parties acknowledge their understanding and acceptance of the terms and conditions set forth in this Contract Statement.

[Mr. Onyeka]

Authorized Signatory Authorized Signatory

Sunday Afoka

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