**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**SOFT-WEB DIGITAL LIMITED**

**AND**

**ABDULKABIR TOYYIB INUOLAJI**

**SERVICE LEVEL AGREEMENT**

THIS SERVICE LEVEL AGREEMENT is made and entered into on this 9th day of May 2022 (the “Effective Date”) between SOFT-WEB DIGITAL LIMITED, a web development company whose registered address is situated at H26 Road 4/3, Ikota Shopping Complex VGC, Lekki, Lagos State, Nigeria herein referred to as the (“COMPANY”) and Mr. Abdulkabir Toyyib Inuolaji, a MOBILE APP DEVELOPER whose address is situated at 4 Islamic Street, Ojodu Berger, Lagos State, Nigeria herein referred to as the (“ DEVELOPER”).

**RECITAL**

1. WHEREAS, the Company desires to engage the DEVELOPER, to develop the Mobile app and consume the API of a product to be called “Ecstasy”.
2. WHEREAS, the DEVELOPER has represented to the Company that he is interested in undertaking such work; and the capacity and requisite knowledge to implement the service.
3. Based on the preceding paragraph, the Company has agreed to engage the services of the DEVELOPER subject to the terms and conditions stated hereunder.

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, COMPANY and DEVELOPER, intending to be legally bound, hereby agree to the terms as follows:

1. **PARTIES RESPONSIBILITIES**
   1. The DEVELOPER
2. The DEVELOPER will work to the best of its ability towards meeting the Company’s requirements in a timely and efficient manner. The DEVELOPER agrees that time shall be of the essence in the provision of the services and shall do all that is expedient and necessary on an industry-acclaimed best effort basis to provide the services in a timely and professional manner (save for delays due to a Force Majeure event as contained in this Agreement) with reasonable skill and care.
3. The DEVELOPER shall duly notify the Company of the occurrence of any act or event, which may affect in any way, the interest of either party to this Agreement, particularly concerning the proper discharge of its obligations to the Company.
   1. The Company:
4. The Company should provide all necessary information and assistance related to service performance that allows the [DEVELOPER] to meet the performance standards as outlined in this document.
5. The Company shall inform the DEVELOPER regarding changing business requirements that may necessitate a review, modification, or amendment of this agreement.
6. The Company shall ensure that remuneration or compensation agreed is paid at each milestone achieved.
7. **FRAMEWORK / MILESTONES**
   1. Company hereby retains the services of the DEVELOPER to develop a Fintech Product product to be called “Ecstasy”. To achieve the goal and the purpose of this agreement, the requirements shall be:
      * 1. Complete any missing or pending UI designs of the Mobile application of the product
        2. Complete the User and Driver section of the Mobile Application
        3. Develop and consume all APIs needed for the product full functionality
        4. Ensure a standard security standard
        5. Ensure the code meets standard coding procedures and requirements

* 1. **TIMEFRAME**

1. The DEVELOPER has a timeframe of 4 weeks from the date of the execution of this agreement to deliver the services stated herein and timeframe shall be as follows:
   1. Interface designs must be completed on or before week 2
   2. API implementation must be completed on or before week 4
   3. Final testing must be completed on or before week 5
2. **COMPENSATION**

In Consideration for the services provided and carried out, the DEVELOPER shall be paid the total sum of Two Hundred and Twenty Thousand Naira Only (220,000), this sum shall be paid in different milestones as follows:

1. At the start of the project, a 50% percent of the total sum shall be paid
2. Upon the Completion the design and APIs implementation and correction has been made, a 30% percent of the total sum shall be paid
3. After corrections are made and all sections are complete, and the app has been uploaded on both Android and IOS store, and the mobile application is deemed fit for use, a 20% percent of the total sum shall be paid
4. **CONFIDENTIALITY**
   1. The Parties acknowledge that, in the course of performing and fulfilling the objectives hereunder, they may have access to and be entrusted with confidential information concerning the activities of each party. Accordingly, the Parties covenants and agrees that they will not, during the continuance or discontinuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall they use the same, except as required in the normal course of this engagement.

The DEVELOPER in respect to this clause will not, without the prior written approval of the Company, disclose or permit to be disclosed to any third party, confidential or sensitive information entrusted to the DEVELOPER by, or on behalf of, the Company.

All oral and written proposals, information, advice and reports and all documents, papers, models, diagrams, programs and materials provided by either Party (“Disclosing part” are confidential and for the exclusive use and benefit of the other Party (“Receiving Party”). The Receiving Party shall not copy or disclose or permit copying or disclosure of the whole or any part thereof to any third party, other than employees, agents and contractors of the Receiving Party, in any way, without the prior written approval of the Disclosing Party. Proposal documents are returnable on demand.

The duty to maintain confidentiality does not extend, however, to information:

1. Which is now or hereafter available to the public and in the public domain through no breach of this Agreement by either Party;
2. Which either party is or may be required to disclose by law or government regulation;
3. Which either party is required to disclose by any court of competent jurisdiction, any government regulatory or supervisory agency or institution or authority lawfully requesting same; and
4. Provided that in the case of clauses (b) and (c) above, the Disclosing Party, where permitted by law, shall notify the other party in writing within two (2) days or as soon as reasonably possible prior to such disclosure.

The DEVELOPER shall upon the Company’s request at any time during the term of the Agreement or upon termination, return to the Company or destroy all information and files howsoever stored belonging to the Company. The obligation of confidentiality shall survive the termination or sooner determination of this Agreement.

* 1. DEVELOPER shall treat this project as confidential. After the Company has approved its final corrections, the DEVELOPER may list the Company as a client. DEVELOPER may not issue any press release that refers to DEVELOPER’s work for the Company unless Company has previously approved the press release in writing, which approval may not be unreasonably withheld. The DEVELOPER may not reuse the contents, assets of Ecstasy for another project.

1. **OWNERSHIP AND RIGHTS**

Except as set forth below, all elements of all Deliverables shall be exclusively owned by Company and shall be considered works made for hire by DEVELOPER for Company. Except as set forth below, Company shall exclusively own all Nigeria and international copyrights and all other intellectual property rights in the Deliverables.

1. **FORCE MAJURE**

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this Agreement, shall give rise to any claims against the party in question or be deemed a breach of this Agreement, if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labor, delay in deliveries from subcontractors or machine failure caused by force majeure, or any other event outside the control of the party in question.

If the performance of either party’s obligations under this Agreement is in its opinion likely to be hindered, delayed or affected by reason of a force Majeure event, then the party shall promptly notify the other party of the circumstance in writing within 4 days of the occurrence of the force majeure event and use its best endeavor to abate the delay where practicable. Where the force majeure event subsists for a period exceeding a period of 30 days, either party shall be entitled to terminate the agreement in accordance with the provisions herein.

1. **AMENDMENT**

Any modifications or amendments to this agreement will be binding if written and executed by CEO of Soft Web Digital Limited. This Agreement shall take precedence over any other documents which may be in conflict therewith

1. **REPRESENTATION AND WARRANTY**
   1. DEVELOPER makes the following representations and warranties for the benefit of Company:

DEVELOPER represents and warrants there is no obligation or restriction that would in any way interfere or conflict with the work to be performed by DEVELOPER under this Agreement. Company understands that DEVELOPER is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with DEVELOPER’s obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

1. **TERMINATION**
   1. Either party may terminate this Agreement by giving the other party 7 days written notice of termination.
   2. Without prejudice to any remedy that the Company may have against the DEVELOPER, the Company shall have the right at any time to terminate this agreement upon the occurrence of any of the following events:
2. If the DEVELOPER commits a breach of any of the terms of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within seven [7] calendar days of being notified of the breach;
3. In the event that the DEVELOPER does not rectify a fault within the time frame stipulated in this Agreement; On termination, the DEVELOPER shall return all unearned fees paid to the DEVELOPER by the Company.
4. **GOVERNING LAW**
   1. This Agreement shall be interpreted and construed in accordance with the Federal Republic of Nigeria.
   2. In the event of a dispute, Parties shall promptly and in good faith negotiate with a view to settlement. Where settlement is not achieved by negotiation within fourteen (14) days from the date on which the dispute or difference was not rectified as such, parties can resolve to injunctive reliefs in court of competent jurisdiction

IN WITNESS WHERE OF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Company:

THE COMMON SEAL of the within named

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Ogunmosu John                                                            Ogunmosu John

Chief Executive Officer                                                                       Secretary

DEVELOPER:

SIGNED SEALED AND DELIVERED

By the within named

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