

**March 25, 2021**

**The Managing Director  
DAMIANN'S ORGANICS**

Plot 219, Sunny Ogbeide Close  
Diamond Estate, Amuwo Odofin  
Festac, Lagos.

**ATTN: MRS CHOIMA**

Dear Ma,

**LETTER OF ENGAGEMENT/DELIVERY FOR WEBSITE DEVELOPMENT**

We refer to recent project development between Damianns Organics ("the Company") and Digitalbox Limited ("the Vendor") regarding the website development, implementation and management project ("the Services") for the Company and we are pleased to have been appointed to provide the above stated services to the Company as described in the scope of work below.

**1. SCOPE OF WORK & DELIVERABLES**

In order to ensure a high and credible level of professionalism in terms of providing competent professional services from commencement through to the completion stages of the Services, our scope of work included but is not limited to the following:

- Functional Requirement development
- Site Mapping and Architecture
- Domain registration and maintenance
- Hosting services and maintenance
- CSS Coding & CMS Integration
- Website design and prototyping
- Ecommerce development and 3<sup>rd</sup> party integrations
- Product and Content Migration
- Search Engine Optimization
- Website & Image Optimization
- Website back up and SSL Certification

Any material change to the above scope of work will be agreed to in writing by the Company and Digitalbox Limited.

## 2. RESPONSIBILITY FOR ANNUAL LICENCES

The Vendor shall, on behalf of the Company, take all necessary steps to renew and pay the following licenses yearly, in an efficient and timeous manner:

- Web domain
- Web hosting
- Platform Security and Backup

For the renewal of the above referenced licenses, the Vendor shall send a notification and issue an invoice to the Company, at least 60 days before the expiration of the license.

## 3. FEES & EXPENSES

Please note that your professional and technical fees for the Services is **Three Hundred Thousand Naira Only (₦300, 000)**. This is inclusive of expenses and taxes, and payable in two instalments as follows:

- a. The sum of ₦250,000.00 (Two Hundred and Fifty Thousand Naira Only) being 83% of your fees shall be paid upon execution of the engagement and onboarding;
- b. The sum of ₦50,000.00 (Fifty Thousand Naira Only) being 17% of your fees shall be paid upon final implementation and delivery of the project.

## 4. POST IMPLEMENTATION SUPPORT/MAINTENANCE

For thirty (30) days after the website goes live, **Digitalbox Limited** shall provide technical support at no extra cost to the Company but after this period an invoice charge of **₦30,000** will be issued at the end of every month to **Damianns Organics** for maintenance and support. Kindly note that Upload and changes support is limited to 15 products only.

### **Taxes:**

All payments shall be inclusive of all taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities with respect to the transaction contemplated under this engagement.

### **Use of Information:**

The Company agrees that any information or advice rendered by the Vendor or any of its representatives in connection with this engagement is for the confidential use only for the project and the Company will not permit any third party to use it for any other purpose or disclose or otherwise refer to such advice or information, in any manner without the Vendor's prior written consent.

### **Compliance:**

The Vendor shall comply with all relevant regulations inclusive of the Nigeria Data Protection Regulation 2019, the General Data Protection Regulation 2016/679 and other relevant Data Protection rules as well as the Company's IT Policies and Guidelines Provided always that DAMIANNNS shall notify and/or advice the Vendor of the Company's data protection and IT policies.

### **Confidentiality:**

Both the Company and Vendor undertake that the contents of this letter and subsequent documents and discussions that both parties are exposed to in the course of this engagement (except to the extent that such information is already public or becomes public through some means other than a breach of the terms of this paragraph) shall remain strictly confidential.

**Contingency Planning:** Notwithstanding the provision on Force Majeure, both Parties shall maintain in effect a business continuity plan, to make reasonable provisions for emergencies and prescribing commercially reasonable steps to minimize service interruption.

**Right to Audit and Independent Control:** During the term of this Agreement and upon at least 7 business days' notice, DAMIANNNS reserves the right to audit or inspect work performed by the Vendor provided that any such audit is carried out with at least 7 (seven) days prior notice and in a reasonable way so as to cause as little disruption as is reasonably possible to the performance of the Services and the Service Provider's business. The audit or inspection may be carried out by Damianns Organics directly or through an appointed representative, e.g., external auditor, in order to verify that the tasks related to this project have been performed in accordance with the procedures indicated". Vendor shall, at no cost to Damianns Organics, provide all assistance reasonably requested by the Customer in relation to the audit, including access to its personnel, records and facilities related to the provision of the Services.

**Risk Management & Mitigation:**

Both Parties shall, on a continual basis, identify the risks associated with the Services, develop risk management strategies and implement mitigation actions.

**Tenure:**

The agreement between Company and Vendor shall commence on the date agreed hereof and will continue until the completion of the Services, unless amended or extended by the mutual written consent or terminated in the manner prescribed here under.

**Termination:**

The Company can terminate the contract under any of the following circumstances;

- Where the Company has evidence that the Vendor or any related entity or individual has engaged in irregularities or fraud in the award procedure or the performance of the contract.
- Where the Vendor was guilty of misrepresentation in supplying the information required by the Company as a condition precedent in the award of the contract.
- Where the Company has undisputable evidence of the professional misconduct of the Vendor. Professional misconduct includes but is not limited to dishonesty, fraud, deceit, failure to render obligations or fraudulent misrepresentation or any act that reflects adversely on the honesty, trustworthiness or professional competence of the Vendor.
- Where a change in the Vendor's Legal, financial, technical or organizational structure could have a significant effect on the performance of the contract.

Otherwise, either party may terminate this agreement by giving two (2) months' notice of termination in writing to the other if that other either commits a breach of this Agreement;

- Provided that if the breach is capable of remedy and the party in breach shall not have remedied same within one (1) month of having given notice in writing specifying the breach and requiring it to be remedied.

Provided, however, that no such termination will affect the matters set out in this section or under the sections "Use of Information" and "Confidentiality".

**Governing Law &**

**Arbitration:**

This letter of engagement shall be interpreted and construed in accordance with the laws of the Federal Republic of Nigeria.



Please confirm your acceptance of the foregoing by executing and returning to us a copy of this engagement letter.

We look forward to a successful working relationship with you and assure you of our total commitment to the timely and successful execution of the project.

Thank you.

Yours faithfully,

**FOR: DIGITALBOX NG**

**GRACE UWABOR  
CORPORATE COMMS HEAD**

**DUNSIN STEVE  
MANAGING DIRECTOR**



The terms of the engagement set out herein are agreed to by on behalf of **DAMIANNS ORGANICS**:

**AUTHORISED SIGNATORY**

**NAME:** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**AUTHORISED SIGNATORY**

**NAME:** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_