



INGRAIN STANDARD ASSESSMENT LLP SERVICE CONTRACT

PARTICULAR INSTRUMENT SERVICE CONTRACT – IGS/NG-001

By this particular instrument service contract (business) the undersigned:

This Agreement is made on this 8th day of Januray 2019 and between INGRAIN STANDARD ASSESSMENT LLP having its office at D127 Rajam Road, TVS Nagar, Madurai- 625003, Tamilnadu, India and BSA MANAGEMENT SYSTEM SERVICES LTD having its office at Plot 9, Adesalu Road, Desa Community, Lekki Epe Expressway, Ibeju Lekki, Lagos, Nigeria both Parties hereto have agreed as follows :

FIRST CLAUSE – THE OBJECT

1.1- The INGRAIN STANDARD ASSESSMENT LLP, the contract with the BSA MANAGEMENT SYSTEM SERVICES LTD which undertakes to provide the services as Business Development and Quality Management System Scheme Auditing, to perform all the activities of your category, as well as those will be object of letters, notifications, warnings, orders or permits within the nature of your function and all the others who are naturally understood, implied and/or related to your function.

SECOND CLAUSE – THE VALIDITY OF THE CONTRACT

2.1- The term of this agreement will be by time of 3 years and may be renewed for an equal period or more than this from your signature and as additive term.

CLAUSE THREE-PAYMENT

3.1-The Business Associate Consultant shall submit to the Company invoice detailing the Services performed during the preceding every certification and the amount due.

FOURTH CLAUSE- THE OBLIGATIONS OF THE INGRAIN STANDARD ASSESSMENT LLP

4.1- Provide appropriate conditions for the good performance of the services, providing the information and any and all means necessary to ensure that the BSA MANAGEMENT SYSTEM SERVICES LTD (A) to fulfill their obligations;

4.2- Is provided to the INGRAIN STANDARD ASSESSMENT LLP, at any time, the right to inspect, stop, refuse, send undo or redo any service that is not in accordance with current technical standards or specifications that pay attention to the object, getting right that, in any event, the lack of oversight of INGRAIN STANDARD ASSESSMENT LLP exempt the BSA MANAGEMENT SYSTEM SERVICES LTD (A) of its responsibilities arising from the contract;



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4.3- The INGRAIN STANDARD ASSESSMENT LLP undertakes to assist the BSA MANAGEMENT SYSTEM SERVICES LTD where (a) you have questions, need additional information or any clarification that might influence for the achievement of the factored object the item i. 1.

FIFTH CLAUSE-(A) THE OBLIGATIONS OF THE BSA MANAGEMENT SYSTEM SERVICES

5.1- Play adequately the activities for which taking into consideration the guidelines provided by the INGRAIN STANDARD ASSESSMENT LLP;

5.2- Develop, in partnership with the members of the executor, actions and/or activities that contribute to significant processes of the means of services offered by the INGRAIN STANDARD ASSESSMENT LLP;

5.3- Introduce periodically, as agreed by the INGRAIN STANDARD ASSESSMENT LLP, reports and information relating to the development of projects and activities carried out;

5.4- Develop and validate with the INGRAIN STANDARD ASSESSMENT LLP the final report of the activities which had been hired to perform;

5.5- Save confidentiality of all the information made available to your activities.

SIXTH CLAUSE – THE LEGAL REGIME

6.1- The parties declare that there is no employment bond among themselves, because this agreement has character of service as provided by time/term and conditions, having the BSA MANAGEMENT SYSTEM SERVICES LTD full autonomy in the provision of services, since that run as well conditions agreed and other technical requirements to the INGRAIN STANDARD ASSESSMENT LLP, not going on between the parties any relationship of subordination.

6.2- The BSA MANAGEMENT SYSTEM SERVICES LTD answer exclusively by any recklessness, negligence, malpractice or fraud in the execution of services that may cause any damage to the CONTRACTING PARTY or any third party, and must respond if the switch INGRAIN STANDARD ASSESSMENT LLP is liable in court for such facts, as long as there is the termination of the dispute, except in the case of INGRAIN STANDARD ASSESSMENT LLP 's own conduct contrary to the guidance given by the BSA MANAGEMENT SYSTEM SERVICES LTD.



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Sole paragraph- In view of the importance of technical responsibility assumed, BSA MANAGEMENT SYSTEM SERVICES LTD should make its guidelines in writing to the INGRAIN STANDARD ASSESSMENT LLP and its agents upon receiving protocol or science.

SEVENTH CLAUSE – PROHIBITION OF THE PRACTICE OF CERTAIN ACTS

7.1- Are expressly forbidden, being full-fledged null and inoperative with respect to the service(business) contract, the acts of any of the parties involved in business obligations or unauthorized operations social objectives, such as sureties, endorsements, endorsements or any other guarantees in favor of third parties.

7.2- Failure to observe the terms of this chapter shall be deemed to be misconduct, allowing the measures provided for in this instrument.

EIGHTH – CONFIDENTIALITY CLAUSE

8.1 – The BSA MANAGEMENT SYSTEM SERVICES understands and agrees that any information considered confidential by the INGRAIN STANDARD ASSESSMENT LLP should be kept in absolute secrecy by BSA MANAGEMENT SYSTEM SERVICES.

8.2- The scope of information to be kept confidential include: information and data related to the INGRAIN STANDARD ASSESSMENT LLP, affiliated companies, customers and employees, policies and practices of the INGRAIN STANDARD ASSESSMENT LLP and related information with the business activities of the INGRAIN STANDARD ASSESSMENT LLP, past, present and future.

8.3- Analogously, the INGRAIN STANDARD ASSESSMENT LLP is obliged to keep, vis-à-vis third parties, absolute secrecy about the form, method and objective of the work carried out by the BSA MANAGEMENT SYSTEM SERVICES LTD (A). (A)

NINTH CLAUSE – TERMINATION

9.1- The present agreement may be terminated by either party by notifying the other in writing, with a minimum of 30 (thirty) days notice and no will focus, in the case of early termination, any burden, fine or damages, is which title is.



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9.2 -The contract may also be terminated in case of violation of any items of this contract, the wronged party, subject to immediate termination, without prejudice to any applicable damages.

9.3 -Any tolerance of the parties as to the breach of the provisions of this Agreement shall constitute mere liberality, not configuring resignation or novation of the contract or its clauses that may be required at any time.



M. Ibrahim

INGRAIN STANDARD ASSESSMENT LLP - M. IBRAHIM INDIA DIRECTOR (LEGAL & COMPLIANCE)



[Signature]

ON BEHALF OF - BSA MANAGEMENT SYSTEM SERVICES LTD