PRIVATE AGREEMENT

MEMORANDUM OF UNDERSTANDING & BINDING TECHNICAL SERVICES PARTNERSHIP AGREEMENT

Official Technical Director • Complimentary Technology Services • Fashion Industry Portfolio Partnership

PARTY A – TECHNOLOGY PARTNER

Adamant Technology

Trading as: Adamant Technology

Business location: Kigali, Rwanda
Email: adamanttech365@gmail.com
Authorised signatory: Engr Enuoyibo Samuel Chukwunonso (Authorised Representative)

PARTY B – FASHION BRAND

FELIXX SIGNATURE & STYLEÉ

Trading as: FELIXX SIGNATURE & STYLEÉ

Business location: Lagos, Nigeria
Email: ysbook9@aol.com
Authorised signatory: Mr Felix (Authorised Representative)

COMMERCIAL SUMMARY

Partnership	Official Technical Director (contractual role)
Professional services	No professional service fees; unlimited reasonable in-scope requests
Sole combined annual fee	USD $82.37 TOTAL, once per twelve-month period
Included infrastructure	Domain + hosting + private business email collectively
Hidden charges	None; no automatic extra payment
Termination	30 calendar days’ notice; accrued authorised third-party balances only

BACKGROUND AND RECITALS

A. FELIXX SIGNATURE & STYLEÉ carries on a fashion and clothing business under the name FELIXX SIGNATURE & STYLEÉ and wishes to maintain a reliable, professional digital presence.

B. Adamant Technology, trading as Adamant Technology, provides website, software, digital visibility and related technology services and wishes to establish a fashion-sector portfolio relationship.

C. The Parties wish to record their reciprocal commitments, the comprehensive waiver of professional fees, the sole combined annual infrastructure charge and their rights of termination and electronic execution.

1. Nature, Purpose and Status of Agreement

1.1 This Memorandum of Understanding and Binding Technical Services Partnership Agreement (the “Agreement”) records the legally binding terms upon which Adamant Technology (“Adamant”) provides specified complimentary digital and technology services to the fashion and clothing business trading as FELIXX SIGNATURE & STYLEÉ (the “Client”). The Parties intend to create enforceable obligations and not merely a non-binding statement of intention.

1.2 The commercial rationale is expressly acknowledged: Adamant wishes to develop and showcase demonstrable experience serving a fashion/clothing brand within its professional portfolio. In consideration of that commercial benefit and the portfolio permission in clause 7, Adamant elects to waive professional service fees for the Services.

1.3 Neither Party shall describe the arrangement as an investment, joint venture, partnership in the legal sense, franchise, employment relationship or grant of shares, profits or ownership in the other Party.

2. Appointment and Scope of Authority

2.1 The Client appoints Adamant, for the term of this Agreement, as its “Official Technical Director and Technology Services Partner” solely as a contractual designation for leadership and coordination of the Client’s agreed digital technology needs.

2.2 This designation is not an appointment as a statutory director, board member, officer, employee, company secretary or agent empowered to bind the Client to third-party contracts. Adamant shall not incur expenditure or enter contracts in the Client's name without prior written authority.

2.3 The Client retains all managerial, editorial and commercial decision-making authority over its fashion business, branding, products, pricing and customer dealings.

3. Complimentary Technical Services

3.1 Throughout the term, Adamant shall provide the following professional services without professional fees, subject to clause 3.3: design, development, redesign and maintenance of the Client's official website; routine content and functionality updates; technical troubleshooting and bug remediation; security and performance maintenance; compatibility and software upgrades; technical management of hosting, domains and business email; reasonable search engine optimisation ("SEO") planning and implementation; digital presence and on-site metadata improvements; and related technical advice.

3.2 Adamant shall also prepare, arrange or support appropriate brand features and industry-relevant blog content, subject to reasonable Client approval. Where feasible, Adamant may assess the Client's eligibility for independent encyclopaedic coverage, including Wikipedia. No listing, article publication, rankings, third-party acceptance, media feature, search position or customer acquisition is promised or guaranteed. Any Wikipedia-related activity must comply with its independent notability, conflict-of-interest and disclosure rules.

3.3 "Unlimited complimentary services" means no numerical quota on reasonable service requests falling within the service categories in clause 3.1 during the term, and no hourly, retainer, design, maintenance, bug-fix, SEO, support or upgrade fee for those requests. It does not require unlawful work; work beyond Adamant's actual technical competence; or procurement of paid third-party products, advertising, stock assets, premium licences or other expenditure without separate prior written consent. There is no automatic entitlement to unrelated stand-alone products or substantial new systems outside the agreed scope.

3.4 The Parties shall cooperate in good faith concerning priorities, approvals, access and reasonable delivery schedules. Adamant shall exercise reasonable professional skill, care and diligence, but does not warrant uninterrupted availability or specific commercial results.

4. Fixed Annual Infrastructure Charge — No Hidden Fees

4.1 The Client's sole ordinary financial obligation under this Agreement is a fixed, all-inclusive annual infrastructure charge of US$82.37 (EIGHTY-TWO UNITED STATES DOLLARS AND THIRTY-SEVEN CENTS) for the following THREE ITEMS TOGETHER: (a) domain name registration and/or renewal; (b) website hosting; and (c) private business email hosting. This is ONE COMBINED ANNUAL TOTAL, not US$82.37 per item, per month, or per service.

4.2 No hidden charge of any kind shall be levied during any contract year. In particular, Adamant shall not charge the Client any setup, administration, onboarding, support, maintenance, development, design, SEO, upgrade, troubleshooting, management, consultation, renewal-processing or undisclosed fee. Any taxes or processor charges collected by Adamant in connection with the three included services must be

absorbed within the stated US$82.37 annual total; no surcharge may be added.

4.3 The US$82.37 is payable once for each twelve-month infrastructure period, before the applicable new or renewed services are procured. Where Adamant receives the money on behalf of the Client, it shall provide a receipt and apply it solely to the agreed infrastructure arrangements. Where direct supplier payment is arranged, the total payable by the Client for the three included items must not exceed US$82.37.

4.4 The stated amount remains the agreed annual total in subsequent renewal years unless BOTH Parties execute an express written variation before the relevant renewal. Third-party price changes, additional tools or unforeseen expenses shall not create implied or automatic charges. In the absence of an agreed variation, no additional amount is payable by the Client; the Parties shall agree a cost-neutral solution or exercise their termination rights.

4.5 Advertising budgets, premium software, paid content placement and any other expenditure not expressly included are NOT required payments under this Agreement. Adamant may propose them, but shall neither buy them at the Client’s expense nor invoice the Client without a separately documented description, price and affirmative written approval. Refusing such a proposal shall not affect the complimentary core Services.

5. Term and Renewal

5.1 This Agreement takes effect on the date of the later of the two authorised signatures (“Effective Date”) and continues for an initial period of twelve (12) months, unless terminated earlier under clause 12.

5.2 Thereafter it renews for successive twelve-month periods unless either Party gives written notice under clause 12. The agreed annual infrastructure charge is due for each commenced infrastructure year only, in accordance with clause 4. Any future change requires the signed written variation specified in clause 4.4.

6. Client Cooperation and Approvals

6.1 The Client shall supply lawful materials, accurate business details, a designated point of contact and timely access or approvals reasonably necessary for performance. The Client remains responsible for the accuracy, legality and ownership of its supplied photographs, trademarks, product claims and other materials.

6.2 The Client shall give or withhold approval for public-facing material within a reasonable time and shall not disclose administrative credentials over insecure channels where a secure alternative exists.

6.3 Adamant may recommend changes to brand communication or technical architecture but shall not publish materially sensitive, misleading or confidential Client information without appropriate approval.

7. Portfolio Recognition and Branding Rights

7.1 In consideration of the complimentary Services, the Client grants Adamant a limited, non-exclusive, royalty-free and non-transferable permission during the term to identify the Client as a fashion/clothing industry client and to display the Client’s name, approved logo, public website address and publicly accessible screenshots of work Adamant actually performed, solely in Adamant’s professional portfolio, credentials, proposals and case studies.

7.2 Adamant shall not imply that it owns or controls the Client, is its statutory director, or is endorsed for services unrelated to its actual work. Prior written approval is required for unpublished design concepts, confidential analytics, customer information, unannounced campaigns and private business materials.

7.3 All Client marks and goodwill remain the Client’s property. At the Client’s written request following termination, Adamant shall remove or anonymise new public portfolio references within thirty (30) days, except archival records reasonably required for legal compliance.

8. Intellectual Property and Accounts

8.1 The Client retains ownership of its business name, branding, trademarks, photographs, product descriptions, customer data, and domain name. Domain registrations and business email accounts shall, where providers allow, be maintained in the Client’s name or transferred to its control upon reasonable request.

8.2 Subject to the rights of third-party licensors and any pre-existing Adamant tools, the Client shall own final website content and bespoke deliverables specifically created and delivered for the Client under this Agreement upon creation. Adamant grants the Client a perpetual, non-exclusive licence to use any embedded pre-existing Adamant utilities required to operate those deliverables as delivered.

8.3 Adamant may retain reusable know-how, generic code and methods that do not disclose Client confidential information. Third-party licensed assets remain governed by their suppliers’ terms.

8.4 Adamant shall not withhold the Client’s domain, reasonable access credentials or exportable Client data as leverage for professional fees, which are expressly waived.

9. Confidentiality

9.1 Each Party shall protect information identified as confidential or which a reasonable businessperson would understand to be confidential, including credentials, internal financial information, customer records, non-public strategies and unpublished materials. Such information shall be used solely to perform this Agreement and disclosed only to persons with a legitimate need and a duty of confidence.

9.2 These duties do not apply to information lawfully public, already known without restriction, independently developed or properly received from another source, or disclosed where legally required, subject to lawful prior notice where practicable.

9.3 Confidentiality obligations survive termination for three (3) years, and protection of personal data, trade secrets and credentials continues for so long as applicable law requires or the information remains protected.

10. Data Protection and Security

10.1 Each Party shall comply with applicable Nigerian data protection requirements, including the Nigeria Data Protection Act 2023 where applicable, and shall adopt reasonable administrative and technical safeguards proportionate to the information it processes.

10.2 To the extent Adamant handles Client customer or employee information on the Client's instructions, the Client determines the business purposes of processing and Adamant shall process only for agreed service purposes, restrict access, notify the Client without undue delay upon discovery of a material security incident, and cooperate on lawful data return or deletion.

10.3 Electronic signing records may include authorised signatory names, roles, email addresses, drawn or typed signatures, timestamps, verification metadata and audit information. These shall be collected solely for contract execution, record keeping and dispute resolution, with restricted access and proportionate retention.

11. Warranties, Limitations and Third Parties

11.1 Each Party represents that it has authority to enter into this Agreement and that its authorised representative is empowered to sign. Adamant shall perform the Services with reasonable skill and diligence.

11.2 Domain registrars, hosting providers, email hosts, search engines, social networks, publishers and Wikipedia are independent third parties. Adamant cannot guarantee their continuous service, acceptance, renewal prices, rankings or editorial decisions.

11.3 Neither Party excludes liability that cannot lawfully be excluded. Subject to that restriction, neither Party shall be liable to the other for indirect or consequential loss arising solely from ordinary performance under this complimentary arrangement, except to the extent caused by fraud, wilful misconduct, unlawful disclosure of confidential information, or breaches that applicable law prohibits limiting.

12. Termination, 30-Day Notice and Handover

12.1 The Client may terminate this Agreement for any reason at any time by giving Adamant not less than thirty (30) calendar days' written notice. Adamant may terminate on the same thirty-day notice, acting in good faith and permitting an orderly transition; either Party may terminate earlier for a serious uncured breach after written notice giving fourteen (14) days to remedy where reasonably capable of remedy, or immediately where law requires.

12.2 Termination shall not attract any cancellation fee, early-exit charge, recovery of complimentary professional fees, liquidated damages or penalty. The Client shall settle only genuinely outstanding, already due and properly documented portions of the agreed domain, hosting and private business email charges, together with any other third-party expense expressly approved in writing under clause 4.5. No unincurred future annual charge becomes payable merely because of termination.

12.3 During the notice period, the Parties shall reasonably cooperate to transfer domain control, hosting access, website files, databases, business email arrangements and exportable Client data to the Client or

its nominated successor, subject to technical and provider constraints. Adamant shall not deliberately disable the Client's operational website or retain credentials as leverage.

12.4 Any unused prepaid third-party charges are subject to the actual provider's refundability. Adamant must remit any refund actually obtained for the Client and furnish appropriate records of the sums paid and any remaining obligations.

13. Notices

13.1 Notices under this Agreement shall be sent to the authorised email addresses recorded in the Particulars of the Parties or any replacement notified in writing. A notice is effective when delivered to the designated email address without an automated failure notification, subject to proof of transmission and receipt where contested.

13.2 Routine support requests or instant messages alone do not constitute formal termination notices unless acknowledged in writing by the receiving Party.

14. Disputes and Governing Law

14.1 The Parties shall first attempt in good faith to resolve a dispute by discussions between their designated representatives within fourteen (14) days after written notice of the dispute.

14.2 If unresolved, the Parties may mutually agree to mediation in Lagos State before commencing contested proceedings, except where urgent protective relief is necessary.

14.3 This Agreement shall be governed by the laws of the Federal Republic of Nigeria. Subject to applicable procedural rules, the competent courts in Lagos State, Nigeria shall have jurisdiction.

15. Entire Agreement and Variation

15.1 This Agreement, its completed Parties' Particulars, its dated electronic signatures and authenticated signing record constitute the entire understanding on the subject and supersede prior inconsistent discussions.

15.2 No variation of the annual price, introduction of a fee, material alteration to the Services or amendment of these terms is effective unless made in writing and accepted by authorised representatives of both Parties. Silence, routine support correspondence and unilateral invoices do not constitute acceptance.

15.3 If a provision is unenforceable, the remaining provisions continue to the extent lawful. A delay in exercising a right does not waive it. Neither Party may assign this Agreement without the other's written consent, except a lawful restructuring which does not reduce the Client's rights.

16. Electronic Execution and Counterparts

16.1 The Parties consent to execute this Agreement electronically, including by typed or hand-drawn electronic signature coupled with affirmative acceptance, identification of the signatory, a recorded date and an electronic audit trail.

16.2 Each signatory represents that they are the person identified in the execution record and are authorised to bind the Party they represent. Each Party may retain a downloaded PDF counterpart. An agreement signed in counterparts becomes effective only when both Parties have executed the same document version.

16.3 The digital signing platform is intended to preserve agreement-version information and execution records. The Parties acknowledge that electronic signature validity and admissibility remain subject to applicable law and the reliability of the evidence in each case.

EXECUTION BY AUTHORISED REPRESENTATIVES

The Agreement is intended to take effect only after both Parties have signed the same version of this document and the executed signature records have been stored.

FOR ADAMANT TECHNOLOGY

Authorised signatory: Engr Enuoyibo Samuel Chukwunonso

Title: Authorised Representative

Email: adamanttech365@gmail.com

Signature: _____

Date: _____

FOR FELIXX SIGNATURE & STYLEÉ

Authorised signatory: Mr Felix

Title: Authorised Representative

Email: ysbook9@aol.com

Signature: _____

Date: _____