



ANNEXURE 1

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. DEFINITIONS

1.1 In this General Terms and Conditions for Supply of Services ("GTC-S"), the following definitions shall apply:

Contract: Any binding agreement entered into by NB and a Supplier for the provision of Services, including an accepted Purchase Order.

Day: Any calendar day, except weekends (Saturdays and Sundays) and public holidays declared by the Federal Government of Nigeria.

Deliverables: Tangible and intangible products, materials, documents, software, intellectual property and/or any other item produced in connection with or incidental to the Services.

Force Majeure: Any circumstance, event or condition beyond the reasonable control of a Party affected by it, but only to the extent that (i) such circumstance, event or condition, despite the exercise of diligence in accordance with good industry practice, cannot be prevented, avoided or overcome by the affected Party, (ii) such circumstance, event or condition prevents the performance by the affected Party of its obligations under a Contract, (iii) the affected Party has taken all reasonable precautions, due care and measures to prevent, avoid or overcome the effect of such circumstance, event or condition on its ability to perform its obligations under the Contract and to mitigate its consequences, (iv) such circumstance, event or condition is not the direct or indirect result of a breach or failure by the affected Party to perform any of its obligations under the Contract, and (v) such circumstance, event or condition is without fault or negligence of the affected Party.

Intellectual Property:

All registered and unregistered rights in trademarks, trade names, logos, distinctive signs, industrial designs, inventions, copyrights, patents, domain names, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data, know-how and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing, and including the right to apply for the registration of these rights.

Location:

Any of NB's offices or brewery locations where the Services will be provided.

NB:

Nigerian Breweries Plc, with its head office at Iganmu House, Abebe Village Road, Iganmu, Lagos State, and having brewery locations and sales offices in different parts of Nigeria.

Parties:

The Supplier and NB collectively.

Party:

The Supplier or NB.

Purchase Order:

A written order signed and issued by NB to a Supplier for the provision of the Services.

Quotation:

A written document made by a Supplier, upon request by NB, containing the Scope of Work and cost of Services to be provided to NB.

Supplier Materials:

All materials, equipment and tools owned or provided by a Supplier and used for the provision of the Services.

Supplier:

Any person or entity that entered into a Contract with NB for the provision of Services to NB.

Supplier Personnel:

Employees of a Supplier engaged for the provision of Services to NB.

Services:	The services to be provided to NB pursuant to a Contract, including all associated Deliverables.	instructions to vary the scope of the Services, the Supplier's obligations will be varied to such extent, and the difference in cost, if any, occasioned by any such variation, will be added to or deducted from the contract price, as the case may be.
Scope of Work:	A detailed technical description of the Services, including the specific tasks to be carried out, Deliverables and timelines for completion of the Services, as may be contained or referred to in a Contract, Quotation or any other document.	
Third Party:	Any person or legal entity other than the Parties.	
VAT	Value added tax.	
WHT	Withholding tax.	
1.2	Terms defined in this GTC-S shall have the same meaning in any Contract.	
2.	APPLICABILITY AND VARIATION	
2.1	This GTC-S shall apply to any Contract between NB and a Supplier, including any Quotation submitted to NB by a Supplier.	3.3 If there appears to be any inconsistency in the Scope of Work of the Services as stated in a Contract, Quotation or any other document, the Supplier shall refer the issue to NB for its decision before proceeding with the provision of the Services. NB shall not be bound to grant any request by the Supplier for additional payment or extension of delivery timeline on the grounds of any misunderstanding or misinterpretation by the Supplier of the Scope of Work of the required Services. The Supplier shall also not be released from any of its obligations or commitments on such grounds or on the ground that it could not have foreseen any matter which might affect or have affected the delivery of the Services.
2.2	None of the terms and conditions contained in this GTC-S or a Contract shall be varied, altered or modified, except such variation, alteration or modification is expressed in writing and signed by NB.	3.4 For the purpose of clarity, a Quotation submitted by a Supplier to NB for required Services shall not constitute an offer or a Contract between NB and the Supplier for the provision of the Services. Also, NB shall not be responsible for any cost incurred by the Supplier in connection with the preparation and submission of the Quotation (whether or not such Quotation is rejected or accepted by NB), or be bound to award any contract to the Supplier for the provision of the Services on account of the preparation and submission of the Quotation.
3.	BASIS OF CONTRACT	4. NON-EXCLUSIVITY
3.1	A Contract shall be deemed concluded when NB and a Supplier sign a written agreement and/or upon the acceptance by the Supplier of a Purchase Order issued by NB to the Supplier for the provision of Services. A Purchase Order shall be deemed accepted when the Supplier issues an express written acceptance of same to NB or commences provision of the Services pursuant to the Purchase Order, whichever occurs earlier. NB shall be bound by its Purchase Order only if the Purchase Order is placed on NB's official Purchase Order form and is duly signed by NB's designated personnel.	No exclusivity whatsoever is granted to the Supplier with regard to the provision of the Services. NB shall have the right, at any time, to request the Services from any Third Party of its choice.
3.2	NB shall have the right to vary the scope of the Services without invalidating any Contract concluded prior to such variation, and the Supplier shall provide the Services in accordance with such variation, subject to the provisions herein. If the variation involves an additional payment or prevents the Supplier from fulfilling any of its obligations under the Contract, the Supplier shall before proceeding therewith, so notify NB in writing. In such case, NB will decide whether the Supplier may proceed with the provision of the Services. If NB confirms its	5. PRICING, INVOICING AND PAYMENT
		5.1 The price for the Services shall be as stated in a Purchase Order issued by NB to the Supplier, and includes all associated costs (including but not limited to cost of materials, logistics and personnel) for the provision of the Services. The price shall be exclusive of VAT, but subject to the deduction of WHT as appropriate.
		5.2 The price shall be agreed by NB and the Supplier and stated in the Purchase Order. The price shall remain fixed and valid until the Services required to be provided under the Purchase Order are fully provided, except as otherwise reviewed and agreed to in writing by NB and the Supplier.
		5.3 Every invoice shall indicate the name, address and telephone number(s) of the Supplier. The invoice shall also include the invoice number, invoice date,

- the Services for which the invoice is issued as well as the Purchase Order number, the Supplier's tax identification number and the name and signature of the Supplier's representative.
- 5.4 Every invoice shall be submitted together with a copy of the Purchase Order issued to the Supplier for the provision of the Services as well as the duly signed job completion certificate, where applicable.
- 5.5 Unless otherwise stated in a Purchase Order, payment to the Supplier shall be made after forty-five (45) days upon the delivery of the Services (except where advance payment is agreed to in writing by NB) and after receipt of the Supplier's invoice; provided that where the payment due date is not on a Monday, payment will be made on the following Monday in line with NB's weekly payment cycle.
- 5.6 Without prejudice to any other remedy, NB may suspend or delay payment without penalty or loss of prompt payment discount if the Supplier fails to provide the required information on an invoice or if NB disputes the invoice or any part thereof or for non-compliance by the Supplier with the instructions contained herein or in a Purchase Order.
- 5.7 Where NB disputes any invoice submitted by the Supplier, NB shall before the payment due date give notice thereof with reasons to the Supplier. The Supplier shall within ten (10) days from the date of receipt of the notice, provide such documents or information required by NB for the verification of the amount stated in the invoice to be payable to the Supplier. Where the dispute is not resolved upon the verification, same shall be resolved in accordance with the provisions of Clause 20 of this GTC-S.
- 5.8 NB shall have the right to set-off any verified claim which it may have against the Supplier against any payment due to the Supplier under the Contract.
- 5.9 Any payment to be made by NB on the Supplier's invoice shall be subject to deduction of WHT at the appropriate rate, which shall be paid to the relevant government agency.
- 6. SERVICE DELIVERY**
- 6.1 The Supplier shall provide the Services to NB in accordance with the Scope of Work stated in a Contract or any other document issued to the Supplier by NB. Time shall be of the essence and non-compliance by the Supplier with the agreed delivery timeline will constitute material breach of the Contract.
- 6.2 The Services will be deemed delivered upon the completion of same and provision of all the agreed Deliverables under the Contract, and the job completion certificate signed off by the representatives of the Parties, where applicable.
- 6.3 In the event of any delay in Service delivery beyond the agreed delivery timeline, NB shall have the right to immediately terminate the Contract, and shall have the unfettered right to obtain the Services from any Third Party of its choice; or without terminating the Contract, accept the Services delivered late and deduct as a penalty from the Supplier's payment, such amount not less than 3% and not more than 10% of the Contract value, provided that where the Services are to be provided in different levels, the penalty shall only apply to the portion of the Services not provided within the agreed delivery timeline. Without prejudice to the foregoing, NB may recover from the Supplier any adverse difference in price it may incur, as well as any other damage that it may suffer as a result of the delay.
- 7. WARRANTIES AND GUARANTEES**
- 7.1 The Supplier warrants and guarantees that the Services, including any Deliverable, provided to NB under a Contract shall:
- 7.1.1 be in conformity with the agreed Scope of Work and quality.
- 7.1.2 be suitable and fit for the intended purpose as communicated to the Supplier by NB.
- 7.1.3 Not infringe any right of Third Parties, including their Intellectual Property rights.
- 7.1.4 comply with all relevant statutes, rules and regulations with regard to health, safety, environment and hygiene, including all applicable policies, rules and regulations of NB.
- 7.2 The Supplier further warrants and guarantees that it shall:
- 7.2.1 provide the Services with the best skill, care and diligence in accordance with best practices in the relevant industry, profession or trade.
- 7.2.2 use Supplier Personnel who are suitably skilled and experienced to effectively provide the Services.
- 7.2.3 obtain and maintain, at its sole cost, all necessary consents, approvals, permits and licenses required to provide the Services.

- 7.3 Where NB discovers any error or defect in the Services (including any Deliverable) provided by the Supplier, NB shall immediately notify the Supplier of the said error or defect. The Supplier shall, immediately and in any case not later than twenty-four (24) hours after receipt of the notification from NB, use its best efforts to correct, at its own cost, any such error or defect.

8. LIABILITY AND INDEMNIFICATION

- 8.1 The Supplier shall be liable to NB for any damage or loss of any nature sustained or suffered by NB arising directly or indirectly from any willful, criminal, fraudulent or negligent act or omission of the Supplier or any of the Supplier Personnel in the course of provision of the Services, or arising from NB's use of the Deliverables provided by the Supplier in accordance with the Supplier's instructions/guidelines.
- 8.2 NB shall have no liability whatsoever for any damage or loss sustained by the Supplier and/or any Supplier Personnel while at the Location and in the course of providing the Services to NB, arising from the malfunctioning or mishandling of any Supplier Material, or arising from any negligent act or omission of the Supplier and/or the Supplier Personnel.
- 8.3 The Supplier undertakes and agrees to indemnify and hold NB harmless from any loss, claim, damage, costs or expense of any kind, including attorney's fees, to which NB may be subjected as a result of a breach by the Supplier of any of the warranties and guarantees provided in Clause 7 above.

9. SUPPLIER PERSONNEL

- 9.1 For the purpose of providing the Services to NB, a Supplier shall use only Supplier Personnel that are duly qualified (professionally and technically) and experienced in the provision of the Services. The authority to give instructions and directions to Supplier Personnel rests wholly and exclusively on the Supplier.
- 9.2 The Supplier is solely responsible for complying with all applicable labour laws, rules, regulations and good labour practices (including but not limited to issuance of employment contracts, payment of salaries, pension, leave allowance, overtime allowance and any other applicable allowance, granting of leave days and free work period, procurement of health and life insurance policy covers, etc.) with regard to Supplier Personnel. Supplier Personnel shall not in any way be considered employees of NB nor will they be entitled to participate in any benefit or privilege granted to and enjoyed by NB's employees.

- 9.3 Where applicable, the Supplier shall not engage any Supplier Personnel against whose engagement an objection is made by NB, either on grounds of insufficient qualification, criminal records, dishonesty or any other ground whatsoever. Also, where NB is not satisfied with the performance or conduct of any Supplier Personnel, NB will notify the Supplier in writing, and the Supplier shall immediately, upon receipt of the said notice, withdraw the Supplier Personnel in question and provide immediate replacement. NB shall not be responsible for any cost incurred by the Supplier with respect to the engagement or replacement of any Supplier Personnel.

- 9.4 In case of illness, disability, absence, suspension or dismissal of any Supplier Personnel, the Supplier shall, where applicable, immediately notify NB in writing, and provide immediate replacement if such replacement is deemed necessary by NB.

- 9.5 The Supplier shall procure and maintain up to date all relevant permits, licenses or approvals required for the provision, engagement and/or use of Supplier Personnel. The Supplier shall, where applicable, provide copies of such documents to NB upon request.

- 9.6 The Supplier warrants that all relevant taxes, pension contributions and any other statutory deduction from the remuneration of Supplier Personnel shall be remitted to the legally authorised receivers thereof. The Supplier shall be liable to NB for any default in this regard.

- 9.7 The Supplier shall also indemnify NB against any damage or loss suffered or sustained by NB arising from the Supplier's failure to comply with any of the foregoing obligations.

10. USE OF SOFTWARE

Where, under a Contract, a Supplier is required to provide, grant or procure for NB an access to a software as part of the Deliverables, the Supplier shall:

- 10.1 Ensure the compatibility of the software with NB's computer system, including the system's software.
- 10.2 Obtain at its own cost, all necessary consents, approvals, licenses, or permits required to enable NB access and/or use the software, unless otherwise agreed in writing by the Parties.
- 10.3 Be liable to NB for any damage or loss suffered by NB or for any third party claim brought against NB arising from NB's use of the software.

- 10.4 Provide practical training, free of charge, to NB's designated personnel with respect to the use of the software.
- 10.5 Provide to NB, free of charge, the documentation (in digital or manual form) necessary for the use of the software.
- 11. PERFORMANCE ASSESSMENT**
- The Supplier's performance of a Contract may be appraised on a quarterly, half-yearly or an annual basis, as the case may be, using NB's rating parameters. The Supplier's performance rating may be used by NB as part of the criteria to determine subsequent transactions between NB and the Supplier.
- 12. TERMINATION**
- 12.1 Except as otherwise stated in a Contract, either Party may terminate a Contract at any time and for any cause by giving one month's written notice of termination to the other Party. The Contract shall be deemed terminated upon the expiration of the notice period.
- 12.2 Notwithstanding the foregoing, NB may, without prejudice to any right and remedy available to it under a Contract or any applicable law and without any liability whatsoever to the Supplier, immediately terminate the Contract with notice in writing to the Supplier, in any of the following events:
- 12.2.1 The Supplier defaults or fails to perform or comply with, or is otherwise in breach of any of its obligations under the Contract and the Supplier has failed to remedy such default, failure or breach, after receipt of a written notice from NB in that regard, where such default, failure or breach is remediable.
- 12.2.2 The relevant permit, license, approval or consent required by the Supplier to provide the Services is revoked.
- 12.2.3 The Supplier breaches any of the provisions of NB's Code of Business Conduct and/or Supplier Code, or does any act which NB considers prejudicial to its business interests.
- 12.2.4 There is direct or indirect change of ownership of the Supplier's business or transfer of material portion of the share capital of the Supplier or the Supplier's parent company, if such change or transfer, in NB's opinion, has or may have negative consequences to NB or affect the Supplier's performance of its obligations under the Contract.
- 12.2.5 An attachment is made to a significant part of the Supplier's operating assets, or a liquidator/ receiver/ manager is appointed over the entire or any part of the Supplier's undertaking, or an application for the Supplier's liquidation, bankruptcy or any other form of insolvency proceeding is filed in court, or the Supplier is declared bankrupt, or a liquidation order or a similar declaration is made against the Supplier.
- 12.2.6 The Supplier discontinues its business.
- 12.3 Any termination shall be without prejudice to any other right or remedy of either Party under the Contract or at law, and will not affect any accrued rights or liabilities of either Party at the date of the termination.
- 12.4 In the event of termination or expiration of a Contract, the Supplier shall, at its own cost:
- 12.4.1 Deliver to NB all documents, books or records relating to the Services which are severable from the records of the Supplier. Where any such documents, books or records are not severable from the records of the Supplier, the Supplier shall maintain such records for such period as is prescribed by law and shall grant NB access to the said documents books and/or records as NB may require (including the right to make copies and extracts on reasonable advance notice) and will keep them in good condition.
- 12.4.2 Return or procure the return to NB of all copies of NB's confidential information in the possession or control of the Supplier.
- 12.4.3 Provide all assistance and information which NB may require to ensure an orderly migration of the provision of the Services to NB or to a new Supplier appointed by NB.
- 12.5 In the event of termination or expiration of the Contract, NB shall pay to the Supplier all sums validly due and owing for outstanding Purchase Orders which NB has agreed will be fulfilled notwithstanding the termination or expiration of the Contract.
- 13. CONFIDENTIALITY AND NON-DISCLOSURE**
- 13.1 The Supplier shall keep confidential all information relating to NB, including but not limited to technical know-how, idea, trade secret, commercial information, data, procedure, substance, sample and the likes, which comes to

- the knowledge or possession of the Supplier in connection with a Contract and which NB has designated to be confidential or which the Supplier can reasonably assume to be confidential (hereinafter referred to as “confidential information”). The Supplier shall not disclose or publish any such confidential information without the prior written permission of NB.
- 13.2 The Supplier shall not disclose to any third party the existence or contents of its relationship with NB under any Contract, or the activities undertaken or to be undertaken therein by the Supplier for NB, without the prior written consent of NB.
- 13.3 The obligations in sub-clauses 13.1 and 13.2 above will not apply to any confidential information which the Supplier can prove, supported by documentary evidence, was/is:
- 13.3.1 in the Supplier’s possession prior to disclosure by NB, without the Supplier having any obligation to keep the information confidential towards NB.
- 13.3.2 already a common knowledge at the time of disclosure by NB.
- 13.3.3 acquired by the Supplier from a third party that was not bound to keep the information confidential, or developed independently by the Supplier without any use of information disclosed by NB.
- 13.3.4 required to be disclosed by the Supplier pursuant to a statutory requirement or a binding order of a court of competent jurisdiction or a binding directive of a government authority. In such event, the Supplier shall immediately inform NB and cooperate with NB to limit the extent of the disclosure by the Supplier to what is strictly required.
- 13.4 The Supplier shall impose obligations that are no less stringent than the obligations imposed on it under the foregoing provisions on the Supplier Personnel and any Third Party engaged by the Supplier for the performance of its obligations under the Contract. The Supplier guarantees that the Supplier Personnel and Third Parties will not act in breach of the obligation of confidentiality and non-disclosure in accordance with this Clause.
- 13.5 The confidentiality and non-disclosure obligation contained in this Clause shall continue to be in force after the termination of the Contract. The Supplier shall be liable to NB for the full value of any damage or loss suffered or incurred by NB, or any claim brought against NB by any third party, arising from the Supplier’s breach of this confidentiality and non-disclosure provisions.
- 13.6 The foregoing obligations, shall equally apply to NB in relation to the Supplier’s confidential information within NB’s possession or knowledge.
- 14. INTELLECTUAL PROPERTY**
- 14.1 Each Party retains ownership of its existing Intellectual Property and associated rights developed or acquired by it prior to entering into a Contract, and except as otherwise agreed by the Parties or expressly stated in the Contract, nothing herein shall cause or be construed as causing the transfer to the other Party of the ownership of any such Intellectual Property and associated rights.
- 14.2 If under a Contract, a Supplier is required to provide bespoke Deliverables to NB, the ownership of the Intellectual Property and associated rights therein shall, unless otherwise agreed in writing by the Parties, be vested in NB. In such case, the Supplier shall execute any document or deed necessary to vest ownership of such Intellectual Property in NB. For the purpose of this Clause, bespoke Deliverables include Deliverables customized or tailored for NB’s specific needs.
- 14.3 All materials provided to the Supplier by NB or made or purchased by the Supplier at the expense of NB are the property of NB. The Supplier shall utilize the materials specifically for the agreed purpose, and shall keep same in good condition at its own expense and risk. The Supplier shall not use the materials for any other purpose or permit any Third Party to use same except with NB’s prior written consent. The Supplier shall immediately deliver the materials to NB upon request.
- 14.4 The Supplier shall not make use of any of NB’s proprietary information or rights such as, trade secrets, market reports, trademarks, trade names, domain name, patent, design, copyright, among others (whether owned or licensed by NB), for any purpose except as authorized by NB in writing. Any authorized use of such proprietary information or rights shall be in accordance with the instructions of and for the purposes specified by NB. Specifically, the Supplier shall not use any such proprietary information or rights to promote its business in any manner whatsoever.
- 15. ANTI-BRIBERY**
- 15.1 The Supplier hereby declares and affirms that it has not paid, offered to pay or promised to pay, directly or indirectly, any bribe, pay-off, kick-back or any other such unlawful payment, and that it has not in any other way or manner, given or offered to give any gifts, presents or other items of value to any person to facilitate the entry into

- and/or execution of a Contract, and the Supplier further undertakes not to engage in any of the said or similar acts during the term of the Contract.
- 15.2 The Supplier shall immediately inform NB in writing of any request or demand the Supplier receives, if compliance with such request or demand will or is reasonably expected to constitute bribery, and such request or demand is in any way directly or indirectly related to the Contract.
- 15.3 The Supplier shall also immediately inform NB in writing if the Supplier is subject of any investigation, inquiry or enforcement proceedings related to bribery, if such investigation, inquiry, or enforcement proceedings could impact NB in any way.
- 16. ASSIGNMENT AND SUBCONTRACTING**
- 16.1 A Supplier shall not transfer or assign its rights or obligations under a Contract to any Third Party, or enter into a subcontract with the Third Party for the performance of a part or the whole of its obligations under the Contract, without the prior written consent of NB. Where NB grants such consent, the Supplier shall notwithstanding remain liable to NB for the actions and inactions of the Third Party.
- 16.2 NB may assign or transfer any of its rights or obligations under the Contract to any Third Party of its choice upon giving written notification to the Supplier. As a result of such transfer or assignment, all rights and obligations that have arisen or will arise from the Contract for NB will pass to the transferee/assignee Third Party in so far as the Parties have not agreed otherwise with regard to already due and demandable rights or obligations.
- 17. INDEPENDENCE OF PARTIES**
- 17.1 In all matters relating to the provision of the Services, the Parties act or are deemed to act on a "principal to principal" basis, and a Supplier shall provide the Services strictly as an "independent contractor", and nothing contained herein or in a Contract shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between NB and the Supplier or between NB and Supplier Personnel.
- 17.2 The Supplier acknowledges that its provision of the Services is solely within its control, subject to the terms and conditions agreed upon by the Parties in a Contract. The Supplier agrees not to hold itself out to be an employee, agent, partner or representative of NB, or enter into any contract or arrangement with any Third Party on behalf of NB, or create any binding obligation on NB or any subsidiary or affiliate of NB.
- 17.3 Supplier Personnel and agents and subcontractors of the Supplier shall have no authority or right whatsoever to bind NB in any manner. It is clarified that Supplier Personnel are exclusively the employees of the Supplier, shall be supervised or controlled solely by the Supplier, shall be governed by terms of the Supplier's employment, and shall have no relationship whatsoever with NB. The Supplier shall be liable to NB in the event of any adverse claim of whatsoever nature made against NB by any Supplier Personnel and/or agents and subcontractors of the Supplier.
- 17.4 The Supplier shall be solely responsible for all actions and inactions of Supplier Personnel (including disciplinary actions therefor) while engaged by the Supplier for the provision of Services to NB.
- 18. DATA PROTECTION**
- 18.1 If a Supplier, in the course of performance of its obligations under a Contract, is required to process or access any data (including but not limited fingerprints, photographs and personal information) of NB's personnel, distributors, affiliates and other suppliers, the Supplier shall:
- 18.1.1 comply with all privacy and data protection law and regulations applicable to the data.
- 18.1.2 process the data only when necessary for the provision of Services to NB, and as permitted or required by law.
- 18.1.3 keep the data confidential and not disclose or sell same to any Third Party in whatever form (anonymized or not).
- 18.1.4 take appropriate technical, physical and electronic security measures to protect the data against loss, theft, unauthorized or unlawful access or processing.
- 18.1.5 promptly inform NB of any actual or suspected security issue involving the data.
- 18.2 Where the Supplier allows its subcontractor to process the data, the Supplier shall ensure that it binds the subcontractor to obligations which provide a similar level of protection as this Clause.

18.3 The Supplier shall, upon the termination of the Contract or upon request by NB, immediately return to NB all records or documents containing the data. The Supplier shall solely be liable to NB for any unauthorized or illegal access to, or processing, corruption or loss of the data.

18.4 In addition, the Supplier shall indemnify and hold NB harmless against any damage, fine, losses and claims from Third Parties arising as a result of any breach of this Clause by the Supplier.

19. CODE OF BUSINESS CONDUCT AND COMPLIANCE

19.1 The Supplier hereby agrees to adhere to NB's Code of Business Conduct (copy of which the Supplier hereby acknowledges receipt) regarding dealings with government agencies, customers, suppliers and third parties generally, especially (but not limited to) fairness, human rights, environmental law, honesty and transparency.

19.2 The Supplier shall comply with all applicable statutes, rules, regulations and standards relating to the performance of a Contract, including but not limited to health and environmental laws, rules and regulations.

19.3 The Supplier shall also comply with NB's Supplier Code, policies, guidelines, standards, rules and regulations, including those on safety, health and environment.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 The relationship between NB and a Supplier, as contained in a Contract, shall be governed exclusively by Nigerian law.

20.2 If any dispute or controversy arises out of or in relation to the Contract, including any dispute or controversy on its performance, construction or interpretation ("the dispute"), the Parties shall in the first instance attempt in good faith to resolve the dispute by mutual negotiation between the representatives of the Parties who have authority to settle the dispute. The representatives of the Parties shall meet at a mutually agreed time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All negotiations made pursuant to this Clause are confidential and shall be treated as such by the Parties.

20.3 If the dispute is not resolved by negotiation as provide above within thirty (30) days after the dispute arose or such extended period as the Parties may agree, the Parties shall endeavour to settle the dispute by mediation, to be presided over by a Mediator jointly appointed by the Parties. The Parties shall be represented at the

mediation by the representatives of the Parties. Any cost incurred for the mediation shall be borne equally by the Parties.

20.4 In the event the Parties are unable to settle the dispute by mediation within thirty (30) days after the appointment of the Mediator, the dispute shall finally be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act Cap. A18, Laws of the Federal Republic of Nigeria 2004. The arbitration proceedings shall be conducted by a sole Arbitrator to be mutually appointed by the Parties, and failing such appointment, the sole Arbitrator shall be appointed by the President of the Lagos Chamber of Commerce and Industry. The place of the arbitration proceedings shall be Lagos, Nigeria and the language of the arbitration shall be English. The decision of the Arbitrator shall be final and binding on the Parties.

21. FORCE MAJEURE

21.1 Neither Party shall be liable to the other Party for any delay or failure to perform any of its obligations under a Contract where such delay or failure is caused by Force Majeure. In the event of any Force Majeure occurrence, the affected Party shall inform the other Party, by electronic mail, telephone or any other faster means of communication, as soon as possible that a Force Majeure event has occurred, and the obligation affected by the Force Majeure shall be suspended for the period of the Force Majeure.

21.2 Upon the elimination or cesser of the Force Majeure occurrence, the affected Party shall as soon as possible inform the other Party to that effect in the same manner as afore stated, and immediately resume performance of its obligation affected by the Force Majeure.

21.3 Notwithstanding the foregoing, should the Force Majeure occurrence last for more than thirty (30) days following the notice referred to in sub-clause 21.1 above, the Parties may mutually terminate the Contract without penalty, where the Force Majeure occurrence has made it impossible for the Parties to continue with the Contract. However, the Supplier shall refund all payments already made to it in advance by NB for Services not provided to NB prior to the termination of the Contract on account of the Force Majeure occurrence.

22. INVALIDITY OF PROVISIONS

If any provision of a Contract or this GTC-S shall become or be deemed ineffective or invalid, the other provisions shall remain in full force and effect. However, the Parties will replace the ineffective or invalid provision with a legally valid provision of similar import which reflects, as

closely as possible, the intent of the original provision.

23. NOTICES

All notices required under a Contract may be given (i) by telephone (and later confirmed in writing), (ii) in writing, (iii) by facsimile transmission or electronic mail, or (iv) by reputable courier service and addressed to the recipient Party at its address set forth in the Contract or at such other address as the Party shall hereafter inform the other Party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt.

24. WAIVER

No failure or delay by either Party to require strict performance by the other Party of any obligation under a Contract shall in any way affect its right thereafter to enforce the obligation or any other obligation under the Contract, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver shall have any effect unless it is specific, irrevocable, in writing and signed by the Party granting same.

25. PRESERVATION

The expiration or termination of a Contract shall not affect any right or obligation which expressly or by its nature survives such expiration or termination, including but not limited to representations, warranties, guarantees and confidentiality obligations.