

# Framework Agreement for the Provision of Security Services

between

**EVERGREEN PROTECTIVE SERVICES**

And

**STALLION TECHNOLOGIES**

This Agreement for professional security services (the "Agreement"), is effective on this day, **12<sup>th</sup> of January 2026**

between

**EVERGREEN PROTECTIVE SERVICES LIMITED**, a domestic business corporation licensed by NSCDC in Nigeria with its principal office at **2 Ajani Olujare Street, Alaka Estate, Surulere, Lagos State** (hereinafter referred to as "EPS"),

and

**STALLION TECHNOLOGIES**, an office facility situated at **15, Admiralty Way, Lekki, Lagos** (Hereinafter referred to as "Client").

WHEREAS, 'CLIENT' finds that EPS is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, EPS has represented that it is qualified to perform the work, all relevant factors considered and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual consent set forth herein and intending to be

legally bound, 'EPS' and 'CLIENT' (hereinafter referred to as the Parties) hereto agree as follows:

## **1.0 SERVICES & SCOPE**

EPS shall provide professional security guarding services (hereinafter referred to as "Services") to **15, Admiralty Way, Lekki, Lagos** is to provide services for 'CLIENT' within the established areas of business as designated.

1.1 Manpower shall be provided by 'CLIENT' in the following quantities, sequence and scope:

1.2 Responsibilities of EPS to CLIENT: Scope of Work

1.3 Responsibilities of CLIENT to EPS:

## **2.0 PAYMENT AND INVOICING TERMS**

2.1 Payment for Services: EPS will be paid as follows:

'CLIENT' shall upon receiving an invoice from EPS, pursuant to section 2.3, make payments in the agreed manner by company cheque payable to "EVERGREEN PROTECTIVE SERVICES" or interbank transfer to FCMB Account Number 2356204016. Such payment shall be made monthly. Cost Implication

Personnel	Strength	Monthly Rate N	Amount N
Security Guard	2	110,000.00	220,000.00
Supervisor		-	
JTF personnel		-	
Sub- Total			220,000.00
7.5% VAT			4,950.00
TOTAL	2		224,950.00

**Total Contract Value: Two Hundred and Twenty-Four Thousand, Nine Hundred and Fifty Naira Only (VAT Inclusive)**

**The VAT is charged on admin charges (30% of the contract fee) to allow you to pay less VAT**

Invoices will be submitted on or before the 25th day of the month, and payment should be made thereof by cheque payment or interbank transfer on or before the 30th of every month.

The contract agreement is subject to financial review at the expiration of the initial duration (12 months) and the parties must agree upon the review.

### **3.0 CHANGES**

Client may, with the approval of EPS, issue written directives within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or EPS may be directed to change the direction of the work covered by the Proposal, consistent with all applicable laws, but no change will be allowed unless agreed to by 'EPS' and 'CLIENT' in writing.

### **4.0 STANDARD OF CARE**

EPS shall remain the employer of each security personnel, notwithstanding the provision of this agreement, and shall be exclusively and vicariously liable for all acts and omissions of all the security personnel in the performance of their duties at the beat/location/site herein specified.

### **5.0 INDEMNITY**

5.1 EPS shall take out workmen's compensation policy and professional indemnity policy for the security personnel working for 'CLIENT'. Insurance claims for indemnity can only be settled where receipts of purchase, police report, and other relevant documents are provided to the insurers on demand while restitution shall be based on actual value.

5.2 In the event of an incident in the premises where there are other relevant service providers on site, liability will be shared among all the said service providers at ratio where such service provider is found liable to be mutually determined and agreed.

5.3 EPS shall insure its security personnel against any injuries sustainable in the course of carrying out their duties unless such injury shall be attributed to the act or omissions of 'CLIENT' or any person for whom 'CLIENT' is responsible. 'CLIENT' hereby indemnifies EPS against all actions, claims and demands in respect of such injury.

5.4 EPS shall not be held liable if the CLIENT sustains material losses in its facility or work site as a result of theft and other damages aided by identified vulnerabilities, which the CLIENT had either by omission or neglect failed to resolve when notified. The resulting damage, or other losses occasioned by the 'CLIENT's negligence or omission, are not indemnifiable.

### **6.0 TERMS AND CONDITIONS**

This agreement shall remain in full force and effect for a period of not less than one(1) month unless otherwise agreed by both parties in writing. Either party may terminate this agreement for just cause by giving to the other party one (1) month's notice in writing or payment of one (1) month's service fee in lieu of notice.

6.1 Assignment: The Agreement is not assignable or transferable by both parties, except as agreed by both parties in writing. This Agreement is not assignable or transferable by EPS without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.2 Disputes: EPS and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution within a 14-day period. Failing resolution of conflicts at the organizational level, EPS and CLIENT agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to mediation unless EPS and CLIENT mutually agree otherwise. If the dispute is not resolved through mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.3 Section Headings: Title and headings of sections of this Agreement are for convenience of

reference only and shall not affect the construction of any provision of this Agreement.

6.4 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.5 Non-solicitation of Employees: Throughout the duration of this Agreement, client will not solicit the employment of our officers, or employ Evergreen Protective Services personnel, else subject to penalty.

6.6 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of Federal Republic of Nigeria, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.7 Entire Agreement, Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (*whether oral or written*) between 'CLIENT' and 'EPS' respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of CLIENT and agreement by 'EPS'. Such service(s) shall be deemed to be consistent with the warranties established herein.

6.8 Force Majeure: 'EPS' and 'CLIENT' shall not be responsible for delays or failures if such delay arises out of act beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, severe weather and acts or omissions of subcontractors or third parties.

6.9 Non-Payment of Service Charge: Subject to clause 1.3 & 2.3 above, non-payment of monthly service charge due to EPS shall constitute a fundamental breach to this agreement. In which case EPS shall write a letter of payment demand notice to the client. If Client fails to respond to the notice and act in accordance with the provisions of the agreement as required by the Client and EPS feels aggrieved with Client payment delay can activate clause 6.0, issuing the Client notice of termination within 1 month from the date of such notice.

6.10 Gross Negligence of duty: Subject to clause 1.2 & 6.0 above, gross negligence in the discharge of EPS responsibilities to the Client shall constitute a fundamental breach to this agreement. In which case the Client shall use the available medium to demonstrate their grievances either by direct complaint or issuing a letter to EPS demanding a response. Suppose the Client is not satisfied with EPS response to their grievance and desires to discontinue the services of EPS. In that case, Client shall issue a notice of termination letter, which shall be effective at the end of one(1) month from the date of the notice or make payment in lieu.

## **7.0 NOTICES**

7.1 All notices, requests, consents, claims, demands, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses listed below and if communication is through email or phone, the respective contact will as designated shall be used.

TO SERVICE PROVIDER: The General Manager  
EVERGREEN PROTECTIVE SERVICES LIMITED  
2, Ajani Olujare Street,  
Alaka Estate,  
Surulere, Lagos State.

Contact: Mr. Kola Adeyemi

Head Corporate Services

Tel: 08127272810

Email: [kola@evergreenprotectiveservices.com](mailto:kola@evergreenprotectiveservices.com)

TO CLIENT: Dondo Terese  
Tech Operation Department  
Stallion Technologies Ltd,  
No. 167 First East Circular Road,  
Benin City, Edo State  
Tel:  
Email: [dgtstalliontech@gmail.com](mailto:dgtstalliontech@gmail.com)

## Scope of Work

**Working days:** Shall be from Mondays through Sundays and 24/7, including statutory public holidays. They shall maintain a register for taking the daily attendance of each security personnel posted.

The following is a list of standard guidelines that are to be adhered to by ALL Security operatives who work at **Stallion Technologies Lekki facilities**

IN WITNESS WHEREOF, the parties have caused their respective Common Seals to be affixed in this Agreement, consisting of Nine (9) pages each and in Two (2) copies having the same legal effect, hereunto the day and year first above written.

The Common Seal of the within-named EPS and STALLION TECHNOLOGIES was hereunto affixed in the presence of:


AUTHORIZED SIGNATORY: AUTHORIZED SIGNATORY:

(EVERGREEN PROTECTIVE SERVICES LTD) STALLION TECHNOLOGIES



16/12/2025

Signature & Date	Signature & Date
KOLA ADEYEMI	
Full Name	Full Name
HEAD CORPORATE SERVICES	
Position	Position
WITNESS: SANDRA JONAS	
Full Name	Full Name

 16/12/2025	
Signature & Date	Signature & Date