



EMPLOYMENT AGREEMENT

This Employment Agreement, made this 8th day of March 2024 between **SchoolTry Limited** (hereinafter referred to as the "Employer");

And

Malombe Kasee Kunga male, born on 18h September 2002 living in Mombasa, gives full consent to this contract and declares to be free from any other engagement (hereinafter referred to as "the Employee", "you" or "your").

Whereas

SchoolTry Limited is a Private Limited Company duly incorporated under the Kenya Companies Act 2015 with registration number **PVT-RXU2LBJ3** of P.O Box 43659-00100 Nairobi GPO with offices located at Business Sweden – One Africa Place, 7th Floor, Waiyaki Way, Nairobi – Kenya.

SchoolTry Limited Kenya Country Director evidences the Agreement of the parties hereto as follows:

The Employer desires to employ the Employee, and the Employee desires to accept employment with the Employer. The Employer and the Employee desire to establish the terms and conditions of such employment under a written Agreement. Therefore, the parties hereto covenant and agree as follows:

1. Employment

The Employer hereby employs the Employee, upon the terms and conditions herein contained to perform such duties as may be defined by the officers of the Employer. The Employee shall perform said duties in an efficient, trustworthy and businesslike manner. The duties of the Employee may vary from time-to-time as specified by the Employer but without a reduction or increase in pay unless agreed to in writing.

2. Position and Posting

The Employee is appointed to the position of **Junior Sales & Technical Support Executive** and reports directly to **the Kenya Country Director** or the designate, until further notice. The Employee is posted in Nairobi.



Sweden: +46727242521

Nigeria: +2348085858219,

Nairobi: +254716625857



Head Quarters Address: Gardstunet 2 19447, Stockholm, Sweden

Abuja: Plot 3680 Erie Crescent, Maitama, Abuja

Nairobi: One Africa Place – Westlands, P. O. BOX 43659 – 00100, Nairobi.



info@schooltry.com

info-ke@schooltry.com

3. Job Description

The overall roles and responsibilities of the Employee under this Agreement are attached in Annex A.

4. Duration

The term of employment under this Agreement is from **May 14th 2024** until **July 31st 2024**. The Agreement shall be renewed at the absolute discretion of the Employer and may be under different terms and conditions.

During this period, the Employee will be employed on a full-time basis for up to the maximum number of hours per week per Kenya labor law and as directed by the Human Resource Policy Manual. The Employee shall not, during the term of employment, engage directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any other competing business, profession, or occupation in the cooperating country or other foreign countries to which he/she is assigned.

5. Probation

The first three (3) months will be a probationary period which you are required to complete to the organization's satisfaction before being confirmed in employment. The organization may at its discretion, and in writing, extend the probation period during which your performance and suitability for the role will be further gauged. Should your performance still be below the required expectations to the end of the probationary period, the organization shall reserve the right to terminate your employment.

During the probationary period either party may terminate employment by giving seven (7) days' written notice to that effect or seven (7) days' pay in lieu of notice.

6. Compensation

The organization will pay you a monthly consolidated gross salary of **KSh 5,000** (Kenya Shillings five thousand only), which is subject to all deductions required by law.

Payment - Salaries are to be paid monthly for working hours of the previously completed calendar month unless otherwise decided by the Kenya Country Director and are payable on or around the 25th of the month.



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Income Tax - Salaries and benefits are subject to taxation according to Pay As You Earn ('PAYE') applicable Kenyan laws and regulations. The Employer will deduct required PAYE from the employee's gross salary and pay the taxes to the Kenya Revenue Authority (KRA) directly.

Social Security - The Employer will deduct and remit to the National Social Security Fund (NSSF) contributions as required under Kenyan employment laws.

Hospital Insurance - The Employer will deduct and remit to the National Hospital Insurance Fund (NHIF) contributions as required under Kenyan employment laws.

HELB Loan - The Employer will deduct and remit to the Higher Education Loans Board (HELB) loan repayments as required under Kenyan employment laws if you had borrowed a loan from the said body to finance your higher education.

Other Benefits - Medical and accident insurance coverage will be arranged for the Employee including work injury benefits as per applicable local laws of Kenya.

7. Performance Evaluation

The Employee will receive a performance evaluation after completing one year of service under this Agreement and the Employer decides to renew the contract. A performance-based salary increase may be given at this time at the discretion of the Employer.

8. Human Resource Policy Manual

The general terms and conditions of employment under this Agreement are set forth in the **SchoolTry Limited** Policy Manual. The Employee:

- i. Acknowledges the content of the Human Resource Policy Manual;
- ii. Agrees to comply with its provisions and requirements;
- iii. Acknowledges that the non-compliance on his/her part constitutes a breach of the terms and conditions of this Agreement that justifies the termination of this Agreement by the Employer.



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9. Leave

Public Holidays - The Employee is entitled to public holidays per year, as declared by the Kenyan Government and any other public holidays as the Kenyan Government may from time to time declare.

Annual Leave - The Employee is entitled to earn twenty one **(21) days** Annual Leave per year. All accrued leave should be utilized by the end of each project year. Refer to the Personnel & Operations Policy Manual for details.

Sick Leave - The Employee is entitled to sick leave as within the meaning in the Section 30 of the Employment Act 2007 of the Laws of Kenya. The employee must submit a certificate signed by a recognized medical doctor for sick leave greater than two days.

Paternity Leave - Male employees shall be entitled to a paternity leave of two (2) weeks with full pay, immediately after the delivery of his spouse.

Maternity Leave - Female employees shall be entitled to maternity leave of three (3) months with full pay.

For a full list of benefits provided by the Employer, refer to the **SchoolTry Limited** Human Resource Policy Manual.

10. Indemnity and Agreement in Respect of Claims

In the event of death or injury sustained by you in the course and scope of your employment, you or your dependents have a right to compensation in accordance with the provisions of the Work Injury Benefits Act 2007.

11. Deductions from remuneration

The organization has the right to deduct from your pay, any sums, which you may owe it including, by way of illustration but without limitation, any overpayments or loans/advances made to you by the organization.

12. Termination

- a. The Employee may terminate his/her employment with the Employer effective at or before expiration of the term of this Agreement, by giving the Employer thirty (30) days written notice advising the date upon which he/she desires to terminate.



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b. The Employer reserves the right to terminate this Agreement for cause at any time in line with Section 44 (4) of the Employment Act 2007. Cause for such termination may include any of, but is not limited to, the following: neglect of duties; non-compliance with terms of this Agreement or the Employer's regulations; Employee's inability to properly perform the work specified; any falsification or misrepresentation on the Employee's part; bad conduct; carelessness; failure to travel as scheduled by the Employer; failure or refusal to work; frustration of the employer's business by any governmental/regulatory authority and request by the Host Government that the Employee be dismissed. Termination shall be effective immediately without notice in those instances in which the Employer deems the Employee's behavior or actions to be gross misconduct or where the termination is requested by the Host Government or **SchoolTry Limited**.

c. In the event that the level of effort to be performed by the Employee under this Agreement is interrupted or curtailed during the term of this Agreement, the Employee shall be entitled to such notice of termination, and other benefits as are authorized as reimbursable by **SchoolTry Limited** under the particular circumstances of the termination. Reasons for interruption or curtailment of the level of effort include but are not limited to the following: lack of adequate health or physical security conditions at the Job Site; modification of the contract between **SchoolTry Limited** and the Employer; exhaustion of obligated funds; redistribution of funds under the contract (which may be made at the sole and absolute discretion of the Employer), or termination of the contract.

d. If the Employee is unable to adequately perform his/her duties because of injury or sickness, the Employer may terminate this Agreement.

e. In the event the Employee is terminated in accordance with the end date referenced in section 4 of this agreement, the termination of the employment shall not be considered wrongful or unjust.

f. In the event the Employee is terminated in accordance with a reduction in force as a result of economic and/or technical reasons, and/or at the direction of **SchoolTry Limited**, the employment shall not be considered wrongful or unjust.



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13. Non-Disclosure and Confidentiality

The Employee is obliged to respect the rules of confidentiality and security established by **SchoolTry Limited**. Information on his/her work is not to be disclosed to persons or services outside of **SchoolTry Limited** without the explicit permission of the Kenya Country Director. Except as expressly required in order to perform Employee's duties and services to and on behalf of **SchoolTry Limited**. The Employee shall not, during or after his/her employment at **SchoolTry Limited** either directly or indirectly, use, communicate, convey, disclose, disseminate, publish or otherwise impair the confidentiality (or assist or allow another to do so) of any and all "confidential information" that Employee became aware of or that was otherwise provided or available to him/her during or on account of his/her employment with **SchoolTry Limited**. All documents, e-mails, manuals, grant proposals, grant agreements, grantee deliverables, engineering drawings, specifications, and any other pieces of written or oral information are "confidential information" unless otherwise clearly and expressly stated by the Kenya Country Director.

In the event employment is terminated, the employee agrees that he/she shall return all materials that contain "confidential information" to **SchoolTry Limited** with two (2) business days.

Employee understands that a breach of this provision shall constitute a material breach of this Agreement, is an offense which allows **SchoolTry Limited** to dismiss the Employee immediately, and shall entitle **SchoolTry Limited** to any and all legal remedies available in connection with this breach; and should Employee be found to have breached this provision, the Employee shall be liable for all of **SchoolTry Limited** attorneys' fees and or costs incurred as a result of this breach.

14. Conflict of Interest

The Employee must categorically avoid all potential conflicts of interest created by personal relationships between Employees and customers, suppliers, beneficiaries, or any other organizations or individuals working or planning to work with **SchoolTry Limited**. Personal relationships and friendships and business relationships with people outside **SchoolTry Limited** or with other organizations must be managed in a practical and ethical fashion. The employee is obligated and required to disclose to **SchoolTry Limited** any such relationship which is an actual or could be potentially perceived as a conflict of interest. Failure to properly inform **SchoolTry Limited** of such relationship shall be considered a breach of this agreement.



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15. Data Rights

The Employee agrees that, immediately upon termination of employment for any reason whatsoever, the Employee will return to the organization, without keeping any copies, all funds, files, documents, papers, materials, and any other property in the Employee's possession which belong or relate to the interest of business of the organization. **SchoolTry Limited** reserves the right to withhold payment of the final salary payment until it is satisfied that all materials have been returned. To the extent that ownership of the employee's reports, research, data, and other work is not covered by the contract, ownership of all such materials rests with **SchoolTry Limited**. All working papers, emails and materials gathered during the assignment must be delivered to **SchoolTry Limited** upon the conclusion of employment. The Employee agrees not to publish or make any other use of such materials without prior written approval of **the Kenya Country Director** who in turn may need to seek appropriate approval.

16. Governing Laws & Dispute Settlement

This Contract shall be governed by, construed and enforced in accordance with applicable Kenya labour laws. The English language version of this Contract shall be the official text.

In case any dispute between the organization and the Employee could not be amicably settled, then the dispute shall be submitted to Kenya Government authorities and Courts as exclusive jurisdiction for final judgment.

17. Notice

Any notice which any of the parties hereto may desire to serve upon any other shall be in writing and shall be deemed to have been received by the other party to whom addressed when delivered to, or if mailed, two weeks after having been sent by certified mail, or return receipt requested, first class postage to which the party whose address has changed has given notice to the other party.

If to the Employee: **Malombe Kasee Kunga**

Address: **KUngapatricks81@gmail.com**

If to the Employer: **SchoolTry Limited**

Address: **P.O.BOX 43659 – 00100 Nairobi GPO; george.jilani@schooltry.com**



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18. Emergency Contact

Below is the Emergency Contact information of the Employee to be contacted by the Employer in case of an emergency:

Name	Joseph Vaati Makuthu
Relationship to Employee	uncle
Address	N/A
Telephone	0722618480

a.

19. Entire Agreement

The Employee represents that he/she has read and understands all the terms and conditions herein set forth. This Agreement constitutes the entire and complete Agreement between the Employer and the Employee, and no promises or understandings have been made other than as set forth in this Agreement. This Agreement shall be subject to modification only in writing signed by both parties, and no trade custom or usage shall apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Employee: Signature: Date

Malombe Kasee Kunga

Employer: Signature: Date



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Annex A: Job Description

1. Present, promote and sell SchoolTry products to existing and prospective customers.
2. Achieve defined sales targets/ signing defined number of schools within a specified period of time.
3. Participate in data collection ,onboarding and training the system users.
4. Establish, develop and maintain positive business and customer relationships.
5. Expedite the resolution of customer problems and complaints to maximize satisfaction.
6. Coordinate and participate in sales promotions with other team members including tracking of sales leads and preparation of status reports.
7. Create reports for management regarding customer needs, requests, problems and potential for new products and services.
8. Keep abreast of best practices and promotional trends.
9. Continuously improve through feedback.
10. Perform any other duties assigned.





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