

# FINANCIAL SUPPORT AGREEMENT

**BETWEEN** 

# GETINNOTIZED GmbH AND

Eric Mugisha



This Financial Support Agreement (the "Agreement") is made this 12/10/2022.

#### **BETWEEN**

GETINNOTIZED GmbH of Heilwigstr. 51b in 81827 Munich, Germany (hereinafter referred to as "the COMPANY") of the one part;

#### **AND**

**Eric Mugisha** reachable via **kericmugisha@gmail.com** and **250782390919** (hereinafter referred to as "the LEARNER") of the other part.

**TOGETHER** referred to as "PARTIES"

#### **WHEREAS**

- A. The COMPANY is providing access to a role-based training program that will prepare the learner for a successful career.
- B. The COMPANY also provides financial support to complete the training through the support of a vetted and authorized training provider.
- C. The LEARNER is expected to be fully committed towards all program activities during the collaboration.
- D. The LEARNER has agreed to repay the cost of the financial support upon being employed.

Now therefore, in consideration of the promises and the terms and conditions set forth herein, the parties agree as follows:

#### 1. OBLIGATION OF THE COMPANY

- 1.1. The COMPANY shall pay tuition fees for the learner to go through the role-based training program (incl. exam vouchers, where applicable), as well as a career coaching track to find a job.
- 1.2. The COMPANY shall provide the LEARNER access to its cloud-based learning environment for exam preparation and its proven Career Coaching framework.
- 1.3. The COMPANY shall provide the LEARNER with a voucher that will entitle the LEARNER to participate in the role-based training program at an authorized Azubi Africa training partner.
- 1.4. The COMPANY shall ensure that tuition fees are paid on time.

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#### 2. OBLIGATION OF THE LEARNER

- 2.1. The LEARNER shall participate in all training and career coaching activities and show the same effort in the assignments that will later be requested by an employer. In particular, the LEARNER shall:
- 2.1.1. Participate in >80% of the mandatory training sessions (approved every week by the trainer team)
- 2.1.2. Submit >80% of the assignments (approved every week by the trainer team)
- 2.1.3. Send at least 10 specified applications for jobs within the training period (approved by career team)
- 2.1.4. Complete and pass at least 2 mock interviews within the training period (approved by engineering team)
- 2.1.5. The LEARNER shall have a mandatory monthly check-in with a Career Coach to appraise on job engagement activities and employment status
- 2.2. The LEARNER shall seek for a paid full-time job during and after completion of the training. In case the full-time job requires the learner to postpone or cancel the training, the payment timeline specified in section 3 remains unchanged.
- 2.3. The LEARNER shall at all times bear in mind that he/she has the overall responsibility to repay the financial support received.
- 2.4. The LEARNER shall not hide from or keep any information about their employment or any work related contract from the COMPANY, to enable the COMPANY recoup its cost of financial support, until final repayment of the financial support.
- 2.5. The LEARNER shall at all times declare his/her full income to the COMPANY until final repayment of the financial support.

#### 3. PAYMENT

The LEARNER is obliged to repay the training costs to the COMPANY at latest 36 months after the formal end of the training program under the conditions listed below. The formal end of the training program is scheduled for **17/07/2023**. During the first week of the training, the LEARNER shall pay an enrollment fee of EUR 19. The enrollment fee will be deducted from the total training costs.

In case the LEARNER chooses to not complete the training program for any reason, the initial payment timeline stays unchanged. However, the LEARNER can join any future training cohort of the same kind for an additional commitment fee of EUR 99 which will be deducted from the total training costs. The COMPANY can consider exceptions based on a case-specific assessment (e.g. proven health reasons).

The Payment options that the LEARNER can freely choose from are:

3.1. Payback of reduced training costs EUR 1,990 Cloud Professional track / EUR 1,620 Data Analytics track before the formal end of the role-based training; in case of a payment

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- of the full amount, the obligation of the LEARNER is fully settled; no more payment obligation remains.
- 3.2. Payback in 12 equal installments a EUR 199 Cloud Professional track / EUR 158 Data Analytics track per month, starting at the formal end of the training program.
- 3.3. Payback of 15% of monthly net salary (however, in any event a minimum of EUR 66 per month) until training cost (EUR 2,390 Cloud Professional track / EUR 1,890 Data Analytics track) are fully reimbursed. The training costs must, however, be fully paid at latest 36 month after the end of the training program. For this option, a quarterly proof of income is required from an official source indicating true income (e.g. pay slip, tax statement)

•	The LEARNER has selected
	□ Option 3.1
	□ Option 3.2
	□ Option 3.3
	for track
	<ul><li>☐ Cloud Professional track</li><li>☑ Data Analytics track</li></ul>

- The LEARNER can only change the option selected with the explicit approval in writing by the COMPANY that is in its sole discretion. Option 3.1 can only be chosen by the Learner in any event before the formal end of the training program.
- Repayment from Option 3.2 and Option 3.3 shall take effect from the date the LEARNER secures a job (however, latest at the end of the training program). In the case of repayment difficulties through no fault of the LEARNER and under the condition that all requirements of Section 2 of the contract are fully met by the LEARNER, the COMPANY can consider exceptions to the above payment terms based on a case-specific assessment.
- This agreement covers an educational training and is therefore free of Value Added Tax (VAT). However, in the event VAT is required to be paid on any amount, the LEARNER shall bear such liability as is applicable under Rwanda law.

#### 4. UNDERTAKING

The LEARNER undertakes to allow the COMPANY to enter into an agreement or payment arrangement with their potential future employers for the purposes of making deductions in accordance with the option selected above.

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#### 5. TERMINATION

- 5.1 The LEARNER can terminate this contract against a one-time termination fee of EUR 200 within the first 4 weeks of the training or EUR 400 within the first 8 weeks of the training.
- 5.2 The COMPANY can terminate this contract in case the obligations outlined in section 2 of this contract are not fulfilled by the LEARNER after one written warning that is also sent to the GUARANTOR. The above termination fees from section 5.1 apply accordingly. If termination is done after the first 8 weeks of the training, the LEARNER is obligated to repay the full training costs of EUR 2,390 (Cloud Professional track) / EUR 1,890 (Data Analytics track) immediately.

#### 6. GUARANTOR

- 6.1. The LEARNER shall provide a GUARANTOR who shall guarantee to repay the full or the remainder of the financial support where:
  - a. The LEARNER is in default to make payments as in accordance of section 3 and/or section 5 of this contract
  - b. The LEARNER involves him/herself in any act that will greatly reduce or extinguishes his/her ability to engage in a gainful employment.

The LEARNER has selected the following person as guarantor:
NAME:
E-MAIL:
PHONE/WHATSAPP:

## 7. CONFIDENTIALITY

Each party to this agreement shall keep confidential all information disclosed to it in relation to the financial support and ensure that they keep confidential all information which they may acquire in relation to the repayment of same.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1. This agreement shall be construed and interpreted in accordance with the laws of Rwanda.
- 8.2. The PARTIES shall endeavor to settle any disputes and misunderstandings which may arise in connection with this agreement amicably.
- 8.3. All disputes arising out of or in connection with the present agreement shall be finally settled by a Court of competent jurisdiction.

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#### 9. NOTICE

Any notice required to be served under this agreement shall be in writing and shall be sufficiently served on the COMPANY, if it is sent by registered post to its last known address or offices in Rwanda or electronic mail, and on the LEARNER if it is sent by registered post to the address of the Learner has provided or by electronic mail.

#### 10. GENERAL

- 10.1. This agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.
- 10.2. This agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.
- 10.3.If any provision of this agreement is or becomes illegal, invalid or unenforceable in accordance with its terms, other provisions that are self-sustaining and capable of separate enforcement with regard to the invalid provisions shall continue to be valid and enforceable

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first above written.

GETINNOTIZED GmbH REPRESENTED BY:

NAME: ULRICH BUSCH DESIGNATION: CEO

SIGNATURE: M. Busch

DATE: 12/10/2022

**WITNESS** 

NAME: GIDEON SACKEY

SIGNATURE: J. July

DATE: **12/10/2022** 

NAME OF LEARNER: ERIC MUGISHA
SIGNATURE: Mugisha Eric

DATE: 10/19/2022

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#### **GUARANTOR**

NAME: Theogene Uwizeyimana

SIGNATURE: Theogene. uwizeyimana

DATE: 10/20/2022