

Dolapo Olisa

Co Founder , Charisol

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December 18, 2018.

LETTER OF AGREEMENT BETWEEN CHARISOL AND MORONFOLUWA AKINTOLA

1.This contract is between Charisol and Mbr onfoluwa Akintola, a Software Developer / Designer (hereinafter referred to as "You" and "Your" as appropriate). Under this agreement, Charisol shall act as a "job-hunter" in a prime-contractual capacity, to get You employed by companies to execute software development projects and perform related services.

2. As agreed, Charisol shall have you and your services employed by its Clients, associated party, parties of the Client Company, external parties and other such related entities.

3. In terms of Consideration, You, Mbronfoluwa Akintola, shall pay Charisol 50% of your gross monthly remuneration arising from any of such employment stated above.

3.1 Where the terms of such job / employment require that you relocate to a foreign location outside your current country of domicile – as stated in your resume – You, Mbronfoluwa Akintola, shall pay Charisol 20% of your gross monthly remuneration arising from such employment as stated above.

The drastic reduction in Charisol's commission in this clause is a fair consideration to assuage financial obligations that may arise from Your migration.

4. This payment shall be made payable to Charisol every thirty days or on every pay day as appropriate.

5. Where Your services are employed in multiple entities, running on a concurrent basis, You shall pay Charisol 50% of the gross aggregate of Your total monthly remuneration from all such employments.

6. The Charisol retains the right to make proper inquiry as to remuneration accruing from Your employment in order to charge its standard fees as appropriate.

7. Where Your employment with the Charisol client company is terminated (as described in clauses 1 & 2), You are under an obligation to communicate this development to Charisol

8. You shall pay Charisol the applicable fee stated in clause 3 above, even where You are employed by the Charisol's Client Company in a different capacity, or on a different basis from what You were originally introduced for.

9. Where Your contract with a Client Company is terminated (whether by dismissal or resignation) and You are re-employed, at a later date by same, or offered an alternative arrangement by the Client Company or an associated party of the Client company, the Charisol fee stated in clauses 3 and 5 will apply regardless of the position taken by You.

10. You will not publish any article or statement, deliver any lecture or broadcast or make any communication to the press; including magazine publication relating to sensitive and confidential information on the company's products, or to any matter with which the Charisol may be concerned, unless you have previously applied for and obtained a written permission from Charisol.

11. You will be required to maintain utmost secrecy in respect of Project Documents, Commercial Offers, Design Documents, Project Cost & Estimation, Technology, Software packages license, Charisol's policies, Charisol's patterns & Trade Mark and related intellectual property.

12. Both parties undertake that each will not for a period of six months from the termination of this agreement entice away or endeavor to entice away from the other party any employee of such other party or any Client Company introduced through the Charisol. Each party acknowledges that the prohibition and restriction contained in this clause are reasonable in such circumstances and necessary to protect the business of the other party.

13. This agreement is an employment-at-will agreement. The parties may, at any time, with or without cause, choose to terminate this agreement.

13.1 Charisol retains the right to end this agreement and seek legal remedies based on the

breach of any of the clauses of this agreement by You.

13.2 Where You, Mbronfoluwa Akintola, chooses terminate this agreement, You shall continue to pay to Charisol the payment described under clauses 3 and 5 until the end or termination of such employment(s).

14. Following termination of employment, all obligations under this agreement shall end, (except for provisions of clauses 3, 5, 10, 11, and 12) and any causes of action which may arise from the circumstances of the termination.

15. This agreement constitutes the entire agreement between Charisol and Mbronfoluwa Akintola.

16. This agreement shall be interpreted and, if necessary, adjudicated in accordance with the laws of the Federal Republic of Nigeria and international laws applicable

17. Until written notice of other electronic address(es) are exchanged between the parties, all notices legally required shall be deemed delivered by the sending of registered mail or notice to, and the receipt of such in the following addresses:

Charisol Authorised Representative email/ contact/ address: Akeju.toyosi@charisol.io

Mbronfoluwa Akintola's contact: mbronfoluwaakintola@gmail.com / +234 816 942 5505

If you accept the terms and conditions above mentioned, please digitally sign the declaration in the duplicate and return to us. The original shall be retained by you.

In witness to their agreement to these terms, Company's representative and Employee affix

their signatures below:

CHARISOL'S AUTHORISED REPRESENTATIVE

foluw9

MDRONFOLUWA AKINTOLA

DATE

20th December 2018

DATE

CHARISOL