

Dated December 11, 2024.

GEBEYA LIMITED

AND

COACH

CONTRACT FOR SERVICE

This CONTRACT FOR SERVICE is made this December 11, 2024 By & BETWEEN:

GEBEYA LIMITED, a limited liability company incorporated in the Republic of Kenya, email: info@gebeya.com, Address: Universal Towers, 2nd Floor Wing A, Mpesi Lane off, Mogotio Road, Post Office Box Number 1869 – 00606, Nairobi in the said Republic (hereinafter referred to as “Gebeya”, which expression shall where the context so admits include its successors and assigns) of the first part;

AND

Name: Yohanes Arega with Ethiopian ID Number:2768360284201756; Email:yohannes.arega.h@gmail.com; Tel.No: +251956470467 (hereinafter referred to as the “coach”, which expression shall where the context so admits include his personal representatives and successors) of the second part;

(Each of whom shall hereinafter be referred to as a party and collectively as parties)

WHEREAS:

- A. Gebeya is a leading Pan-African tech leadership company registered in the Republic of Kenya.
- B. The coach is an expert in Frontend Development.
- C. Gebeya has approached the coach seeking his services and the coach has agreed to provide the services.
- D. The parties have, thus, entered into this contract to regulate the exercise of their respective rights and obligations.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. OBLIGATIONS OF GEBEYA

1.1. Gebeya shall have the following obligations:

- 1.1.1. To pay the coach in a timely manner,
- 1.1.2. To facilitate, manage, and provide the necessary information, documentation, and support required by the coach to enable him to perform under this contract.
- 1.1.3. To provide any other resources as may be agreed upon by the Parties.

2. OBLIGATIONS OF THE COACH

The coach shall have the following obligations:

- 1.1.1. To provide the services timely, professionally, diligently, and efficiently in accordance with the generally accepted techniques and practices recognized in the industry.
- 1.1.2. To provide any other services that may be agreed upon in writing by the Parties.
- 1.1.3. To adhere to the Roles & Responsibilities found in the Annex.

3. WARRANTIES

1.1. Each Party Warrants that:

- 1.1.1. It has full power and authority to enter into and perform its obligations under this agreement
- 1.1.2. All acts, conditions, and things required to be done, fulfilled, and performed in order to enable the Party to enter into, exercise its rights under, and perform and comply with the obligations expressed to be assumed by the Party in this agreement, have been done, fulfilled and performed;

4. PAYMENT:

The coach will be paid the following:

- A. Gebeya will compensate the coach for the total coaching hours of 12 hours, conducted at 2 hours per week at an hourly rate of ETB 1450.00 (One Thousand Four Hundred Fifty 00/100 Ethiopian Birr) inclusive of 20% withholding tax.
- B. The coach will submit a timesheet and obtain approval before the end of the coaching assignment.

5. PLACE OF WORK

The coach will work remotely.

6. TAX

Each Party shall bear its own liability for any taxation arising in respect to this contract and undertakes to indemnify the other party in respect of any such taxation paid for which it is primarily liable.

7. COMMENCEMENT AND TERM

1.1.1. This contract shall come into effect immediately upon signature by the last signing party and shall be valid until a total of 12 hours of work has been completed. Notwithstanding the foregoing, the Agreement may be terminated by either Party with 7 (Seven) days' written notice.

1.1.2. However, this contract may be terminated forthwith by written notice by either party to the other if the other party commits any breach of any of the provisions of this Agreement and, in the case of breach capable of remedy, fails to remedy the same within two (2) business days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

8. DATA & INTELLECTUAL PROPERTY RIGHTS

Any Intellectual Property exchanged under the terms of this Agreement shall remain the property of Gebeya. Moreover, any data, documents, materials or products belonging to Gebeya shall after termination of the contract shall be returned to Gebeya.

9. CONFIDENTIAL INFORMATION AND TRADE SECRETS

The coach acknowledges that in the ordinary course of his engagement under this contract, he will be exposed to information about Gebeya or any of its subsidiaries and that of their suppliers, customers and clients which amounts to be trade secret, is confidential or is commercially sensitive and which may not be readily available to the general public and/or which if disclosed would be liable to cause significant harm to Gebeya.

The coach undertakes to keep secret and shall not at any time either during the pendency of this contract, or after its termination, for whatever reason use, communicate or reveal to any person for his own or another's benefit, any secret or confidential information concerning Gebeya or its subsidiaries, about or related to its finances, suppliers, customers or clients or any other information that the Gebeya prescribes as confidential, which shall have come to your knowledge during the course or as a result of his engagement under this contract.

10. UTMOST GOOD FAITH

1.1. The Parties undertakes to do all such things, perform all such acts and take all such steps to procure the doing of all such things and the performance of all such acts as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this contract.

1.2. The Parties further agrees at all times during the currency of this agreement to observe the principles of good faith towards each other in the performance of its obligations in terms of this agreement.

11. EXCLUSIVE SERVICE

During the term of this contract, the coach undertakes that he shall not accept or perform any work, coaching or other services for any business entity or for any remuneration of any kind without the express consent of Gebeya.

12. NON SOLICITATION

For the duration of this Contract and a period of 12 (twelve) months after the termination of this contract, the coach shall not, either directly or indirectly, or on behalf of another person or entity/Company:

a) solicit, or attempt to solicit, business or work from any existing or former customer, client or supplier of Gebeya with whom the coach had contact, dealings or knowledge of, during the time of this Contract;

b) entice, or attempt to entice away from the Gebeya, any person who was an employee, coach, contractor or franchisee of the Gebeya at any time of this Contract and with whom the coach had dealings or knowledge..

13. DISPUTE RESOLUTION

- 1.1. Any dispute arising between the Parties hereto and not settled in full by mutual agreement of the parties hereto evidenced in writing shall be referred to arbitration by single arbitrator to be appointed by agreement between the parties or in default of such agreement within Fourteen (14) days of the notification of such dispute by either party to the Chairman for the time being of the Kenya Chapter of the Chartered Institute of Arbitrators of the United Kingdom.
- 1.2. Every award made under this clause shall be subject to and in accordance with provisions of Arbitration Act 1995 (Act No. 4 1995) or other Act or Acts for the time being in force in Kenya in relation to arbitration
- 1.3. To the extent permissible by Law the determination of the Arbitrator shall be final and binding upon the parties.
- 1.4. Any arbitration proceedings shall take place in Nairobi.

14. GENERAL

- 1.1. No indulgence which any Party ("grantor") may grant to the other Party shall constitute a waiver of any of the rights of the grantor unless in writing signed by the grantor.
- 1.2. Nothing contained or implied in this Contract shall constitute a partnership between the Parties and neither Party shall have any authority to bind or commit the other in any way with this regard
- 1.3. This Agreement and its Schedules shall constitute the entire agreement and understanding between the Parties with respect to all matters which are referred to and shall supersede any previous agreements between the Parties in relation to the matters referred to in this Agreement.
- 1.4. No party shall be bound by any representation, warranty, promise or the like not recorded in this agreement.
- 1.5. The invalidity or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.
- 1.6. No Party shall assign or transfer or delegate or purport to assign or transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 1.7. The terms of this Agreement shall only be amended with the written consent of all the Parties.

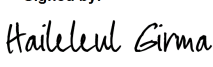
15. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Kenya.

IN WITNESS WHEREOF the Parties have affixed their respective signatures to this Agreement the day and year first herein above mentioned.


Signed by the duly authorized signatory
of GEBEYA LIMITED

Haileleul Girma:

Signed by:

C275EB937827E466...

Signed by the COACH

Yohanes Arega:

Signed by:

EBC969B684724EF...

Scope of Service

1. Understand Learner's Goals or Objectives:
 - Get to Know Your Mentees:
 - Understand your mentee's career aspirations, technical interests, and learning objectives.
 - Tailor your guidance based on their unique path.
 - Understand Course Learning Outcomes or Objectives:
 - Go thoroughly through the course and ensure a sound understanding of the course objectives and level of complexity.
 - Prepare ahead of time.
 - Identify key takeaways from the course and have a session plan for the allocated time.
2. Provide Technical Insights:
 - Share Industry Trends and Best Practices:
 - Provide insights into current industry trends, best practices, and real-world experiences.
 - Discuss Relevant Technologies:
 - Talk about relevant technologies related to the learning path/course (e.g., cloud computing, programming languages, cybersecurity, machine learning, data science e.t.c).
3. Review Course Content:
 - Encourage Thorough Exploration:
 - Motivate mentees to explore course materials thoroughly.
 - Clarify Doubts and Reinforce Key Concepts:
 - Be available to clarify doubts and reinforce key concepts.
4. Offer Career Advice:
 - Discuss Potential Career Paths:
 - Explore various career paths within IT (e.g., software development, DevOps, data science).
 - Share Tips on Building a Strong Portfolio and Networking:
 - Provide advice on building a strong portfolio and effective networking strategies.
5. Promote Continuous Learning:
 - Recommend Additional Resources:
 - Suggest additional learning resources (blogs, podcasts, tutorials).
 - Encourage Participation in Extracurricular Activities:
 - Promote engagement in coding challenges, hackathons, and open-source projects.
6. Monitor Progress:
 - Regularly Check-In:
 - Regularly check in with mentees to assess their progress.
 - Adjust Guidance Based on Feedback:
 - Adapt your guidance as needed based on their feedback.