

DATED THE 25<sup>th</sup> DAY OF MAY 2022

BREXIT VENTURES LIMITED  
(the Company)

- and –

Michael Gitau Kimani  
(Consultant)

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CONSULTANCY AGREEMENT  
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THIS CONSULTANCY AGREEMENT is made as of the 25<sup>th</sup> day of May Two Thousand and Twenty Two

BETWEEN

1. BREXIT VENTURES LIMITED, a limited liability company incorporated in Kenya (Company No. PVT/2016/019057) and of P.O. Box 17941-00500, Nairobi (hereinafter referred to as the “Company” which expression shall where the context so admits include the Company’s successors and permitted assigns of the second part;

AND

2. Michael Gitau Kimani of P.O.Box 317-00605 Uthiru, Waithaka, Nairobi (PIN number A014540308F and ID number 36637976), in the Republic of Kenya (hereinafter referred to as the “Consultant” which expression shall, where the context so requires, include the Consultant’s personal representatives and assigns) of the third part;

WHEREAS:

- A. The Client is the Company
- B. The Consultant agrees to work as an independent contractor for the company for the duration of the Agreement unless the Agreement is terminated by the Company.
- C. The Client desires to retain the services of the Consultant to render consulting services with regard to the below mentioned services in Section 2 according to the terms and conditions herein.

NOW IT IS HEREBY AGREED as follows:

1. TERM

The term of this Agreement shall be the period of 6 (six) months commencing on 30th May 2022.

2. CONSULTING SERVICES

2.1 The Consultant agrees that he shall provide his expertise to the Client for all things pertaining to mechanical engineering, electrical engineering, design and hardware.

2.2 The Consulting Services will also include any other consulting tasks which the Parties may agree on and the Consultant agrees to provide such services to the Client.

CONSIDERATION

3.1 In consideration for the consulting services, the Consultant shall receive Kenya Shillings (KES) 10,000 (Ten Thousand) before withholding tax.

4. INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT

4.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration and rights in any patent, copyright and trademark (the Intellectual Property) that is developed or produced under this Agreement is “work made for hire” and will be the sole property of the Client to assign as he or she wishes. The use of the Intellectual Property by the Client will not be restricted in any manner.

4.2 The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to, during or after the completion and delivery of such work product to the Client.

4.3 The Consultant shall not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant shall be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### **TERMINATION**

5.1 Either Party may terminate this Agreement without liability to the other on giving the other Party not less than five (5) days' written notice

5.2 If this Agreement is terminated (irrespective of the circumstances under which it is terminated) neither Party shall be relieved or otherwise absolved from his liabilities, duties and obligations accrued due to the date of termination until such liabilities, duties and obligations and the accounts relating thereto shall have been fully settled and discharged

### **CONFIDENTIALITY**

6.1 All information relating to this Agreement provided by the Client to the Consultant, whether oral or written is hereby deemed to be confidential and proprietary information (the "Confidential Information").

6.2 The Consultant shall not, without the prior written consent of the Client use any portion of the Confidential Information for any purposes other than the purposes of this Agreement, or disclose any portion of the Confidential Information to any persons or entities other than the employees of and consultants to the Consultant who reasonably need to have access to the

Confidential Information in connection with the purposes of this Agreement and who have agreed to protect Confidential Information as though they were a party to this Agreement.

6.3 In the event of any legal action or proceeding or asserted legal requirement for disclosure of Confidential Information furnished hereunder, the Consultant will promptly notify the Client and upon the request and at the expense of the Client, the Consultant will cooperate, to the extent permitted by law with the Client in lawfully contesting such disclosure.

6.4 Confidential Information will remain the property of the Client and will, at the Client's request and after it is no longer needed for the purposes of this Agreement, promptly be returned thereto or be destroyed, together with all copies made by the Consultant and by anyone to whom such Confidential Information has been made available by the Consultant in accordance with the provisions of this Article 6.

6.5 The obligations of the Consultant under this Article shall survive termination of this Agreement.

## 7. NON-COMPETITION

During the term of this Agreement and for a period of 36 (thirty-six) months after the termination of this Agreement, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in the same business or substantially similar business as that engaged by the Client.

## 8. ASSIGNMENT

The Consultant shall not assign this Agreement or any interest herein, or delegate any of his duties hereunder to any third party without the Client's prior written consent, which consent is within Client's sole discretion to grant or withhold. Any attempted assignment or delegation without such consent shall be null and void.

9. COMPLIANCE

In the performance of the services hereunder, the Consultant shall comply with all applicable laws, regulations and guidelines in the Consultant's line of work. The Consultant shall also comply with Company's policies when on Company premises.

10. NO RESTRICTIONS

The Consultant represents and warrants that the terms of this Agreement are not inconsistent with any other contractual or legal obligations the Consultant may have or with the policies of any institution or company with which Consultant is associated.

11. INDEPENDENT CONTRACTOR

11.1 The Consultant's status under this Agreement is that of an independent contractor. The Consultant shall not be deemed an employee, agent, partner or joint venturer of the Client of the Company for any purpose whatsoever, and the Consultant shall have no authority to bind or act on behalf of Company.

11.2 This Agreement shall not entitle Consultant to participate in any benefit plan or program of Company.

11.3 The Consultant shall be responsible for, and agrees to comply with, obligations under tax laws for payment of income and, if applicable, self-employment tax.

11.4 As an independent contract, the Consultant is not required to work from the Company's office and is not required to maintain defined working hours.

12. GENERAL

12.1 Any notice hereunder shall be in writing and may be delivered in person or sent by registered post to the address of the party shown herein. A notice by registered post shall be deemed to have been served one (1) day after posting and production of the registration receipt shall be proof of posting.

12.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Kenyan law.

12.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, validity or termination shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act, 1995. The tribunal shall consist of one arbitrator to be appointed by agreement between the parties hereto within twenty one (21) days of the first date when any party gives notice of the identity of the proposed arbitrator and failing such agreement, to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch. The seat of the arbitration shall be Nairobi. The language of the arbitration shall be English.

12.4 This Agreement supersedes all previous agreements or negotiations, whether written or oral, between the parties hereto relating to this sale.

The parties have set their hands hereto on the day and year first herein written.

THE CLIENT

SIGNED by the said Client )

ZAHID AZIM MITHA ) \_\_\_\_\_

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THE CONSULTANT

SIGNED by the said Consultant )

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WITNESS

SIGNED by the Witness to the Consultant's )  
Signing of The Consultancy Agreement )

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