



TALENT ACCELERATOR LIMITED

070.8139.1897

Andela.co

314 Herbert Macaulay Way, 1st Floor,
Lagos, Nigeria

RC NO. 1242098

This EMPLOYMENT AGREEMENT is made on

June, 29th 2015

BETWEEN

ANDELA TALENT ACCELERATOR

(COMPANY)

AND

INIOLUWA FAGEYINBO

(EMPLOYEE)

Directors: Christina Sass (American) | Iyinoluwa Samuel Aboyeji (Nigerian)



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ANDELA EMPLOYMENT AGREEMENT

This Agreement by and between Andela Talent Accelerator Limited. (henceforth “Company”) of 314 Herbert Macaulay Road, Yaba, Lagos, and **Inioluwa Fageyinbo** of _____ (hereinafter “Employee”) is entered this 29th day of June 2015, effective when fully executed by all parties.

NOW THEN, WHEREAS, company is building a movement to train 100,000 of the most driven and competent young people, and in the process, inspire the African continent; and

WHEREAS Employee is an information technology professional in that movement; and

WHEREAS, Company provides services to clients at various and/or remote locations by and through service providers, and requires capable and diligent employees and thought leaders; and

WHEREAS, Company provides a unique education and employment experience that includes a significant human capital investment in every Employee complete with extensive up front training, surrounding services and continuing education and support; and

WHEREAS, Company desires to engage Employee in accordance with the terms and conditions of this Agreement; and

WHEREAS, Employee is agreeable to such engagement.

DEFINITIONS

“Agreement”	means this Employment Agreement, all the attached schedules and all instruments supplemental to or in amendment or confirmation of this Agreement;
“Beneficial Client”	Means a third party that contracts Andela to provide services for an entity in which it has equity;
“Business Day”	means a day, except a Saturday, Sunday or Public Holiday on which banks in Lagos, Nigeria are open for business;
“Client”	means a third party that contracts Andela to provide it with services;
“Confidential Information”	means all information acquired by or made available to the Employee by the Employer or an Affiliate or their representative including, without

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limitation, financial information; marketing terms and arrangements; personnel information (other than as relates solely to the Employee); all analyses, compilations, data, or other material, document, or copy thereof prepared by any person on behalf of the Employer or an Affiliate; and any other information concerning the Employer or an Affiliate that is not publicly available; but Confidential Information shall not include any information which becomes generally available to the public other than as a result of a disclosure by or wrongful act of the Employee;

“Force Majeure Event”

means embargoes, changes in government regulations or requirements (executive, legislative, judicial, military or otherwise), acts of war or terrorism, power failure, electrical surges or current fluctuations, lightning, earthquake, flood, the elements or other forces of nature, delays or failures of transportation, or acts or omissions of telecommunications common carriers;

“Party”

means a party to this Agreement and **“Parties”** shall be construed accordingly;

“Public Holiday”

means a day declared by the Federal Government of Nigeria as a work-free day; and

“Work”

means the duties and services designated to the Employee by the Company which are set out in Exhibit B of this Agreement.

NOW, THEREFORE, in consideration of the recitals (above) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to be bound as follows:

1. Personal Services: Employee agrees to provide Company with his/her unique and personal service as an information technology professional in connection with the Work to be provided for Company’s Client and Beneficial Client(s) as the same may be assigned to Employee by the Company. The Employee shall provide the required service at such times and locations as shall be specified by the Company.
2. Compensation: In full consideration for all Work performed by Employee in compliance with this Agreement, Company agrees to pay Employee professional fees and compensation in the amounts and upon the times and terms set forth on Exhibit “A” to this Agreement. Company will deliver payments by electronic funds transfer

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and/or ACH. Except as expressly provided in Exhibit “A” no other payments of any sort or type shall be due, and Employee expressly waives all rights to receive any other payments and/or consideration.

3. Work: Employee agrees to perform all necessary and useful duties and services required by Company and/or the Client and/or Beneficial Client(s) on professional terms. Such duties and services are defined generally in Exhibit “B” as the Work. Employee agrees that it represents Company’s interests on all matters relating to the Client and the Beneficial Client(s), and not those of Employee.
4. Term and Probation: This Agreement shall be valid for 4 years. During the Agreement Period, the first three months shall be spent on probation with confirmation achieved following attainment of the requisite performance standards.
5. Annual paid vacation: The Employee shall be entitled to 15 Business Days’ vacation with pay in each calendar year in addition to all Public Holidays. Any days other than Public Holidays on which the Employee is unavailable to Work will be deducted from the Employee’s annual leave entitlement days. The Employee shall take his/her vacation days at such times as shall be agreed with the Company. The Employee’s annual vacation shall accrue throughout each calendar year.
6. Work hours: The Employee agrees to work at such reasonable hours as may from time to time be necessary for the proper performance of the Employee’s duties or to meet the needs of the Company.
 - a. The Employee appreciates that, given the markets within which the Company operates and the clients it serves, s/he is expected to be flexible and may have to work outside the normal work hours prescribed by the Company. In addition, the Employee understands and expects that s/he may be required to travel within and outside Nigeria to effectively discharge his duties.
7. Professional Qualifications, Obligations: At all times during the Term, Employee shall maintain residence in Lagos, Nigeria, and shall not, without Company’s prior written consent, perform any services from a location outside of Lagos, Nigeria. Employee shall be qualified to perform the Work, and actually perform the Work contemplated by this Agreement in accordance with prevailing standards of professional performance and ethics in North America and in each of appurtenant Client and/or Beneficial Client geographic regions, including standards of performance not lower than the standard performance of top-tier Employees specialized in the provision of services described herein.

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8. Termination and Suspension: During the first three (3) months either party may terminate this Agreement without cause upon five (5) days prior written notice to the other. Either party may terminate this Agreement for cause if the other party materially defaults in the performance of its obligations, and has not cured such default within 5 days of actual receipt of a formal default notice specifying in detail the alleged default and the intention to terminate. After confirmation the prior notice required will be one (1) month for either party. Further, the occurrence of any of the following events shall at Company's sole option constitute termination for cause without further action required,
- a. Employee's failure to provide Company with his/her ongoing, full-time, unique, exclusive and personal services as an information technology professional for the performance of the Work; and/or
 - b. Employee's services in connection with the Work are materially limited or restricted in any manner by the Client and/or the Beneficial Client(s); and/or
 - c. Company, in its sole judgment, is not satisfied with information provided in Employee's references, questionnaires and/or other documentation or information from time to time requested; and/or
 - d. Employee is charged with the commission of any crime, or the commission of any act related to moral turpitude, or Employee is convicted of, or enters a plea of guilty or no contest to any crime in whatsoever jurisdiction; and/or
 - e. Employee becomes disabled such that by reason of Employee's illness or other physical or mental impairment or condition services cannot be provided to further the Work for a period of 3 months; and/or
 - f. any use by Employee of intoxicants, or controlled or illicit substances, other than as lawfully prescribed by a licensed health care practitioner, provided that nothing herein shall be interpreted to preclude the reasonable social use of alcoholic beverages; and/or
 - g. acts of fraud, embezzlement, theft, or any other material violation of law that occurs during or in the course of the relationship between the Company and the Employee; and/or
 - h. damage to Company's assets; and/or
 - i. disclosure of confidential and/or proprietary secrets and/or information; and/or

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- j. breach of obligations under this Agreement; and/or
 - k. engagement in any competitive activity which constitute a breach of Employee's duty of loyalty or obligations under this Agreement, or render Employee a competitor of Company; and/or
 - l. engagement in any activity which conflicts with Company's policies and/or Employee's duty of good faith and fair dealing and/or reduce or impair Employee's performance; and/or
 - m. Employee's negligent performance of the Work and/or assignment(s), or incompetence or inefficiency or neglect of duties which have resulted in, or circumstances which in the Company's sole and absolute discretion and judgment are likely to result, in economic or non-economic damage to Company; and/or
 - n. Employee's engagement in insolent or offensive conduct and/or conduct by Employee which leads to the refusal, reluctance or inability of any other of the Company's employees or affiliates or customers or clients or affiliates to work with Employee; or
 - o. Employee's declaration of insolvency, bankruptcy, or liquidation, or if a receiver is appointed over all or any of Employee's assets.
 - p. Employee's failure to represent the Company professionally on social media.
 - q. Employee's failure to comply with the Company Computer policy that Employees are expected to use Employee machine and the Internet responsibly and productively for personal and professional use as stated in the Andela Computer Policy.
 - r. Failure to use Company computers or the Internet from a Company machine, whether for personal use or official purposes as stated in the Andela Computer Policy, in a responsible and professional manner as all work on Company machines and the Internet is perceived as reflecting on the character and professionalism of the Company.
9. Consequences of Termination: In the event of termination for any reason, Employee shall return to Company all property and Confidential Information received from

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Company, Employee shall immediately cease using any passwords or other information provided by Company for access to Company's or Company Client's systems, and Employee shall return to Company at Employee's own expense any other equipment or software provided to Employee somehow in connection with this Agreement. In the event that the Client and/or Beneficial Client(s) discontinue Employee's services due, but not limited to, negligence, improper conduct, lack of performance, or any event identified in Section 6 (supra), Company will no longer be obligated to provide notice or payment for termination of Employee's contract. Payment of services will be incurred up to and inclusive of the last billable Employee's work day pursuant to Exhibit "B." The provisions of this Section, and Sections 11, 13, 16, 18, 19, 20, 21, and 25 shall survive termination of this Agreement for any reason.

10. Employee Reporting Requirements: In connection with this Agreement, Company may from time to time request professional references from Employee and may require Employee to complete questionnaires or provide information and/or other documentation necessary for or related to the Work and/or Employee's employment. Further, Employee shall inform Company in writing immediately of:
 - a. any charge or conviction whatsoever of violation of any law or ordinance of any local, county, state, territorial or federal jurisdiction, all anywhere in the world;
 - b. the initiation of any disciplinary action or inquiry concerning Employee by any party or entity or institution, including prior employers and/or contract counterparties;
 - c. any legal claim asserted against Employee or settled or adjudicated by or on behalf of Employee, whether or not rising to the level of a filed lawsuit or claim;
11. Employee: This Agreement creates an employment relationship, and Employee shall be entitled to the benefits set forth on Exhibit "A" attached hereto.
12. Exclusive Billing: Company shall bill for, collect from the Clients, and own all of the fees and compensation charged for Employee's services (if any) and all related accounts receivables and reimbursements. Employee shall provide Company, and at Company's request, its Clients with all information reasonably necessary to permit such billing in a timely and accurate manner.
13. Publicity: Employee agrees that Company may, but shall not be required to, assign

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Employee among Company's affiliates as the Company deems most appropriate and reasonable.

14. Ownership of the Work: All property, tangible or intellectual or otherwise, created under this Agreement or pursuant to the Work, or derived somehow therefrom, is Company's sole and exclusive and permanent property as set forth more particularly in Exhibit "C" attached hereto.
15. Employee Representations: Employee represents and warrants that he is not presently subject to or bound by any covenant not to compete, nor any non-disclosure agreement that would interfere with performance under this Agreement, and that neither this Agreement nor Employee's performance of services hereunder, violates any other agreement to which Employee is a party, including any non-competition agreement in favor of such party. Employee agrees to indemnify and hold Company harmless against all claims of third parties for any and all damages including, but not limited to, compensatory damages, punitive damages, and attorney's fees which Company may be liable for on account of Employee's breach of this express warranty.
16. Exclusivity: During the Term, Employee must devote his full energy, effort, and ability to Company pursuant to this Agreement, and is not permitted to accept external employment, whether or not such is episodic or continuing, full-time or part-time, paid or voluntary. No exclusive right is granted to Employee under this Agreement, and Company will at all times be free to promote its business directly or by appointing agents, directors, dealers, or other intermediaries worldwide.
17. Limited License To Use Company Property: Solely in connection with the Work and during the Term, Company grants Employee a nonexclusive, nontransferable, non-assignable, license to perform and display the Company's marks, Company information and software and content (collectively "Company Property"). This Limited License is set forth more particularly in Company's Property Policy as published from time to time. Employee's limited license to use Company Property hereunder shall not create any right, title nor interest in or to Company's Property at any other time or for any other purpose. No permanent rights or interests whatsoever in Company Property shall be granted to Employee under this Agreement.
18. Prohibited Transactions: Employee hereby undertakes that, other than as specifically provided in this Agreement, he will not enter into any arrangement to receive, and will not accept, any profit, commission, remuneration, gifts of any sort or type, or other benefit in connection with his relationship with Company, whether by way of payment in cash or grant of discount, forgiveness or abatement of any nature whatsoever, or by

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way of any other indulgence or inducement related to the provision of goods or services, arising out of or in connection with Company or otherwise.

19. Indemnity: Employee warrants that he is not presently subject to, nor bound by, any covenant not to compete or non-disclosure agreement, and that the employment contemplated by this Agreement will not violate any covenant not to compete or non-disclosure agreement to which he is subject. Employee agrees to indemnify and hold harmless Company against all claims of third parties for any and all damages including without limitation, compensatory and/or punitive damages, and attorney's fees which Company may be liable for on account of Employee's breach of the express warranty.
20. Non-competition: If Employee's employment is terminated for whatever reason, whether with or without cause, Employee agrees that for a period of Twelve (12) Months following Termination he will not, directly or indirectly, individually, in partnership, jointly, or in conjunction with any person, firm, partnership, limited liability Company, corporation, or unincorporated association of any kind, whether as principal, agent, shareholder, Employee, or in any other capacity, compete with Company. In the event of an actual or threatened breach hereunder, Company shall be entitled to an injunction restraining Employee therefrom. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach, including the recovery of damages from the Employee. Prohibited acts include without limitation:
 - a. Employee shall not own or obtain any interest in, manage, operate, consult, be employed by, advise, lend money to nor guarantee the debts or obligations of, any person, firm, partnership, limited liability Company, corporation, or unincorporated association of any kind, operating or offering any business activity substantially similar and/or competitive, with any part of the present or future Company operations; and
 - b. Employee shall not solicit or contact any person, Company or entity known or introduced to him by or through Company, directly or indirectly, nor any of Company's customers, distributors, clients, Employees, Employees, Employees, agents or the like, without the expressed authority of, and in the interest of Company; and
 - c. Employee shall not solicit or accept business from any of Company's customers, for the purposes of providing products or services in a territory within 250 miles of Company's principal operations, which service are substantially similar to any of those provided by Company; and

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- d. Employee shall not persuade or attempt to persuade any Employee or affiliate of Company to terminate his/his service(s) with Company; and
 - e. Employee will not, during or after the term of his/his employment, disclose the list of Company's Clients, or any part thereof, to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, and will not disclose any of the confidential information of Company's business, which is made available to him/his during the course of his/his employment, to any person, firm, corporation, association or other entity for any reason or purpose whatsoever.
21. Obligation of Confidentiality: Except as required in connection with delivery of the Services hereunder, Employee shall not use or disclose to any person any of Company's Confidential Information for any purpose. During the Term and for a period of two years following termination of this Agreement, Employee shall inform Company of the identity and location of any entity to which Employee provides any services as an Employee or independent Employee or in any other capacity if that entity can be reasonably considered to be a competitor to Company in the provision of goods or services. Employee acknowledges that the purpose of this information is to allow Company to inform such entities that Employee is in possession of Company's Confidential Information. Employee acknowledges that Employee's failure to supply the information required hereunder may make Employee personally liable for any use of Company's Confidential Information by those companies. For purposes of this Agreement, "Confidential Information" means a "trade secret" and includes without limitation thereof all information about Company's clients, products, services, personnel, pricing, sales strategy, technology, trade secrets, methods, processes, research, development, finances, systems, techniques, accounting, purchasing and plans, including insurance policies. All information disclosed to Employee by Company or to which Employee obtains access, whether marked as "confidential" or not, whether originated by Employee or by others (either prior to execution of this Agreement or thereafter), shall be presumed to be Confidential Information if it is treated by Company as being Confidential Information or if Employee has a reasonable basis to believe it is Confidential Information.
22. Noninterference with Existing Relationships: Employee agrees that during the Term and for a period of two years following termination, Employee will not directly or indirectly induce or attempt to induce any person who is employed by or otherwise engaged to perform services for Company to cease working for Company, nor shall Employee induce or attempt to induce any customer, client, beneficial client, vendor,

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or supplier of Company to cease doing business with Company.

23. No Contest: Employee, in order to induce the Company to now contract hereunder, expressly waives any action, lawsuit, or claim anywhere outside of Nigeria that would, if successful, result actually or effectively in the payment of money damages and/or other items of value by the Company and/or any of the Company's affiliates, and further that the bare act of instituting such an action shall cause the forfeiture of any and all claims by Employee against the Company.
24. Prohibition Against Solicitation: Unless otherwise agreed in writing by Employee and Company, Employee shall not engage in the following acts.
- a. During the term of this Agreement and for a period of one (1) year thereafter, Employee shall not, subject only to the exclusions set forth in subparagraph (c) hereof, directly or indirectly, engage or participate, either individually or as an Employee, principal, partner, agent, trustee, officer, director or shareholder of a corporation, partnership or other business entity, in any business that provides services or goods similar to Company's work product. Nothing in this document prevents Employee from working as a software developer with any company that is not an Andela partner, affiliate or competitor.
 - b. During the term of this Agreement and for a period of one (1) year thereafter, Employee shall not, directly or indirectly participate, either individually or as an Employee, principal, partner, agent, trustee, officer, director or shareholder of a corporation, partnership or other business entity, in any business that provides goods or services to any of Company past or present Clients and/or Beneficial Client(s).
 - c. Nothing in this Section to the contrary withstanding, Employee (i) may hold less than 1% of the outstanding capital stock of a corporation whose securities are listed on any domestic national securities exchange or quoted on the National Association of Securities Dealers Automated Quotation System or traded on the over-the-counter market.
25. Company Policies and Procedures: Employee agrees to abide by Company's policies and procedures as they are set forth and published from time to time.
26. Extension of Term: The period of time during which Employee is prohibited from engaging in certain activities or obligated to undertake certain actions pursuant to this Article shall be extended by the length of time during which Employee is in breach of this Agreement, including particularly all time required to entirely resolve litigation

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or claims brought before any tribunal or court.

27. Disclaimer of Warranties: Except as otherwise expressly provided herein, all services or products provided by Company are provided without warranty of any kind, whether express, implied or arising from custom, course of dealing or trade usage, any implied warranties of non-infringement, merchantability or fitness for a particular purpose.
28. Limitation of Liability: Neither Company nor Employee shall be liable for, nor shall any measure of damages include, any indirect, incidental, special, exemplary, punitive or consequential damages or amounts for loss of income, profits or savings, loss of data arising out of or relating to its performance or failure to perform under this Agreement, even if the party against whom liability is sought to be imposed has been advised of the possibility of such damages or loss.
29. Force Majeure: Neither party shall be responsible for any damages, delay in performance or failure to perform by Employee or Company, if caused by a Force Majeure Event provided that where either Party is aware of the likelihood of a Force Majeure Event occurring and of its effect on that Party's ability to perform its obligations under this Contract, the said Party shall notify the other Party as soon as it becomes so aware and the Parties shall agree on how best to meet their respective obligations under this Agreement in the circumstances. Failure of the Party aware of the potential Force Majeure Event to notify the other Party shall prevent it from seeking to rely on the provisions of this Section 28 in defence of its failure to meet its obligations under this Agreement. If upon the occurrence of a Force Majeure Event, a Party is prevented from performing its obligations under this Agreement such Party shall inform the other Party in writing within 72 hours of the Force Majeure Event and the affected Party shall do all things reasonably possible to abate the event Force Majeure Event and shall resume performance as soon as such Force Majeure Event has abated. If a Force Majeure Event lasts for more than 90 (ninety) consecutive days after the initial notice of such event was issued pursuant to this Section 28, the Parties shall attempt in good faith to solve the problem of further performance of this Agreement through friendly consultations. If the Parties cannot solve the problem of further performance of this Agreement within an additional period of 7 (seven) days, either Party may terminate this Agreement without penalty.
30. Assignment: Company may, in its sole discretion, assign this Agreement to any entity that succeeds to some or all of the business of Company through merger, consolidation, or sale of some or all of the assets of Company, or any similar transaction. Employee acknowledges that the services to be rendered to Company are unique and personal and therefore Employee may not assign any rights or obligations under this Agreement.
31. Waiver: Any waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this

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Agreement or of any subsequent breach by a party of the same or another provision of this Agreement. Any delay or failure by either Party to assert a right under this Agreement shall not constitute a waiver by said Party of any right hereunder, and either Party may subsequently assert all of its rights hereunder as if the delay or failure had not occurred. No waiver by Company shall be valid unless in writing and signed by an authorized representative of Company.

32. Severability: If any one or more of the provisions (or portions thereof) of this Agreement shall for any reason be held by a final determination of a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions (or portions of the provisions) of this Agreement, and the invalid, illegal, or unenforceable provision shall be deemed replaced by a provision that is valid, legal, and enforceable and that comes closest to expressing the intention of the parties.
33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Nigeria without reference to the conflict of law provisions thereof.
34. Counterparts: This Agreement may be executed by electronic and/or facsimile signature, and by either of the parties in counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and a single instrument.
35. Notices: All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the party for whom intended (which shall include delivery by reputable courier such as UPS, DHL, FedEx or similar service) or three (3) Business Days after being deposited, postage prepaid, certified or registered mail, return receipt requested with the relevant mail carrier bearing the address shown in this Agreement for, or such other address as may be designated in writing hereafter by, such party.
36. Non-Discrimination: Company is an equal-opportunity employer, and will not discriminate against anyone at anytime for any purpose because of race, color, religion, tribe, sex, national origin, marital status, pregnancy, age, ancestry, physical handicaps, or medical condition.
37. Equitable Relief: The parties acknowledge that their remedies at law for any breach or threatened breach of this Agreement may be inadequate. Therefore, a party shall be entitled to seek injunctive and other equitable relief restraining a party from violating this Agreement, in addition to any other remedies that may be available to it under this Agreement or applicable law. Nothing herein shall be construed as prohibiting

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Company from pursuing all or any other remedy available at law and/or equity, including the recovery of damages from Employee.

38. Entire Agreement: This Agreement contains the entire agreement of the parties and cancels and superseded all prior written or verbal agreements, of whatsoever sort or type, including, but not limited to, all prior discussions between them related to the subject matter, by and between Employee and/or Company and/or any of Company's Employee or affiliate.
39. Services Provided Prior to Effective Date: Employee acknowledges that any compensation owed for Services performed prior to the Effective Date of this Agreement shall be waived or included as compensation under the present Agreement.
40. Previous Agreements: This Agreement supersedes and replaces entirely any previous oral or written Agreement existing between the parties hereto related to the subject matter hereof. All employment contracts issued by Invevia Nigeria Ltd are now replaced by this agreement, with previous effective dates remaining valid.
41. Attorney Fees, Associated Costs: If either party hereto incurs any legal fees to enforce this Agreement, it is agreed that the successful and/or prevailing party shall be entitled to payment of reasonable legal fees, expert witness fees, and all associated costs, including costs and fees on appeal, such fees and costs to be paid directly and entirely by the unsuccessful or non-prevailing party.
42. Cumulative Rights: The rights granted the parties are cumulative, and the election of one shall not constitute a waiver of all other available legal and equitable remedies.
43. Amendments: No modification, variation, extension, amendment, supplement, termination, or attempted waiver to the Agreement shall be valid unless agreed to by both parties in writing. No employment contract, nor property right, is created by the existence of any Company policy, rule or procedure, or any other Company document other than this Agreement, as it may be amended from time to time, nor by any verbal statements made to Employee by Company representatives.
44. Right To Counsel: Employee has enjoyed the full opportunity to have this Agreement reviewed and/or revised by an attorney of his choosing at his sole expense, and has either exercised or expressly waived that right.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Employee:

For Employer (Andela Talent Accelerator)

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Directors: Christina Sass (American) | Iyinoluwa Samuel Aboyeji (Nigerian)



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Exhibit “A”
Compensation

Notwithstanding anything else wherever written, payment to Employee will be due and payable by Company subject to the condition precedent that Employee's work has been performed.

1. Pay Rate: Employee will be paid the gross salary of Naira 81,500 monthly, inclusive of all applicable taxes, pension contributions, national housing fund contributions and all other deductions and/or withholding pursuant to any law or requirement of any governmental body relating to Employee or to make available to Employee any of the benefits afforded to Employees of Company or of Company's clients.
2. Payment to be increased over time based on performance, ability to take on responsibility, improvements in your technical skills, professional development and customer satisfaction.
3. Hours: Employee will work full-time, on an exclusive and uninterrupted basis.
4. Benefits: Fully paid health insurance up to a maximum of Naira 40,250 per Employee with the Company. Annual leave of 15 working days pending approval. Approval will be granted when employee shows that plans exist to ensure work is uninterrupted. Employees will only be allowed to proceed with approval from management and the client in advance of leave.
5. Savings Plan: A \$100 monthly savings plan has been setup for Employee. The accrued savings can only be accessed after four (4) years, upon graduation, and will be paid out with a \$200 Fellowship Completion Bonus for a total amount of \$5,000.
6. Expenses: Expense reimbursement will be as according to Company' Expense Policy, as amended from time to time, which generally requires all expenses to be approved prospectively in writing.
7. Start Date: Employee's Start Date is June, 29th 2015.

Directors: Christina Sass (American) | Iyinoluwa Samuel Aboyeji (Nigerian)



TALENT ACCELERATOR LIMITED

070.8139.1897

Andela.co

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Lagos, Nigeria

RC NO. 1242098

Exhibit “B”

The Work

Duties and responsibilities will be as designated to the Employee by the Company, with an initial focus on software development and consulting including particularly but without limitation the following:

- Working with application development teams on client and product development.
- Implementing software solutions primarily using web and mobile technologies.
- Assisting in architecture of solutions using third-party APIs, services and software libraries
- Seeking and assessing new technology solutions to client opportunities
- Continuous training and professional development

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Exhibit “C”

Ownership Of The Work

Except as otherwise provided by and between Company and the Client, Employee agrees as follows:

1. Employee shall promptly make full written disclosure to Company, and shall hold in trust for the sole benefit of Company, all of Employee’s right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or Cause to be conceived or developed or reduced to practice, during the period of time of Employee’s engagement with Company (collectively referred to as “Inventions”), and hereby assigns all of the same exclusively to Company or its designee.
2. Employee also assigns to Company, or its designee, all of Employee’s right, title and interest in and to any and all Inventions, which Employee solely or jointly conceived or developed or reduced to practice, or caused to be developed or reduced to practice, during Employee’s employment with Company prior to the date of this Agreement.
3. Employee further acknowledges that all original works of authorship which are made or were made by Employee (solely or jointly with others) within the scope of and during the period of Employee’s employment with Company prior to and after the date of this Agreement and which are protectable by copyright are works made for hire.
4. Employee understands and agrees that the decision whether or not to commercialize or market any invention developed by Employee solely or jointly with others is within Company’s sole discretion and for Company’s sole benefit and that no royalty shall be due to Employee as a result of Company’s efforts to commercialize or market any such invention.
5. Employee shall keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of his/his employment with Company. Employee shall keep such records in the form of notes, sketches, drawings, and any other format that may be specified by Company. The records shall be available to and remain the sole property of Company at all times.
6. Employee shall assist Company, or its designee, at Company’s expense, in every proper

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way reasonably necessary to secure Company's rights in the Inventions and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents or other intellectual property rights relating thereto. Employee further agrees that such obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers at Company's expense shall continue after the termination of this Agreement, and may not be conditioned in any way.

7. If Company is unable because of the mental or physical incapacity of Employee to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to Company pursuant to this Agreement, then Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.
8. Upon termination of Employee's employment with Company, Employee shall deliver to Company (and shall not keep in his/his possession, recreate or deliver to anyone else) any and all related devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions.

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