
INDEPENDENT CONTRACTOR AGREEMENT

(INCLUDING CONFIDENTIALITY AND RESTRAINT)

entered into between



Prevoir Solutions Informatiques Limited
(Registration No. 155968)
("the Company")

And

Emmanuel Sangwa
(ID No: 11989 80 183401 069)
("the Contractor")

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context indicates otherwise:

1.1.1. "**Agreement**" means this agreement and all the annexures hereto;

1.1.2. "**the Client**" means the person or entity named in Annexure A, and, to whom the Company may be rendering services in terms of separate and distinct contract, and in relation to which the Contractor will provide the Prescribed Services, for and on behalf of the Company.

1.1.3. "**Confidential Information**" means any or all information: -

1.1.3.1. relating to the Company that is confidential, together with the possible or likely function; purpose or application of that information whether in the current activities of the Company or field in which the activities of the Company may reasonably extend from time to time, any part or improvements to that information, and any recommendation, test or report of

the Company or any consultant or agent in connection with the information, and whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process or otherwise in a machine readable form, translated from the original form, recompiled, updated or otherwise altered, or originated or obtained by, or coming into the possession, custody, control or knowledge of the Company, or any third party or entity which the Company deals, including but without being limited to, all technical data, research and development information, business records, information and notes, products, know-how, trade secrets, designs, specifications, processes and formulae, Intellectual Property, planning procedures, techniques or information, marketing plans, strategies and forecasts, business and product development plans, accounting procedures or financial information, names and details of clients and agents, the Company's processes and techniques; knowledge of and influence over the Company's clients and business associates; knowledge of the business and operating strategies and policies of the Company generally; the contractual and financial arrangements between the Company and its business associates; information about the Company's employees, consultants, agents, service providers; the financial details relating to the Company; the names of prospective clients of the Company and their requirements; information on any database belonging to or operated by or on behalf of the Company where such information is not publicly available; information regarding the Company's pricing structures, discounts, financial strategies, marketing, development, and manpower plans; passwords and other security information; and all other information, whether technical, non-technical, scientific, or non-scientific, which the Company considers might cause significant harm were it to be available to and/or used by anyone other than the Company and which is notified to the Contractor as being confidential or is clearly by its nature confidential and is treated by the Company as such; and

- 1.1.3.2. which a Client has made available to the Company or which becomes known by the Contractor during the course and scope of his association with the Company;
- 1.1.4. **"the Contractor"** means Emmanuel Sangwa (ID No: 11989 80 183401 069) of Kayenzi Village, Cyugara Cell, Ntarama Sector, Bugesera District, Rwanda;
- 1.1.5. **"the Company"** means Prevoir Solutions Informatiques Limited (Registration No. 155968) of Block B, Unit 216, The Junction, Calebasses, Mauritius or such other address as shall be notified from time to time;
- 1.1.6. **"Effective Date"** means the date of commencement of this Agreement as set out in Annexure A;
- 1.1.7. **"Intellectual Property"** means all intellectual property of whatsoever kind or nature including without limitation all designs, trademarks, logos, know-how, trade secrets, documentation, ideas, discoveries, inventions, requirements, standards, specification, programs, computer software designs, models, financial data, formulae, price lists, trade and manufacturing secrets, drawings, plans, reports, studies, domain names, business names, current or future patents and other information relating got the Business,
- 1.1.8. **"Parties"** shall mean, collectively, the Company and the Contractor, and **"Party"** shall mean any one of them, as the context may indicate;
- 1.1.9. **"Personal Data"** shall bear the meaning of the terms **"personal data"** as set out in the under the Data Protection Act 2017 (DPA 2017 or Act).

- 1.1.10. **"Prescribed Services"** means the services to be provided by the Contractor to the Company and/or to the Client on behalf of the Company pursuant to clause 4 and as detailed in Annexure A.
- 1.1.11. **"Process"** means to process as defined in POPI, including but not limited to the collection, retention, use, storage, or distribution of Personal Information, and **"processing"** shall have a corresponding meaning;
- 1.1.12. **"Telecommunications Systems"** means the Company's computers, desktops, servers, routers, laptops, telephones, cell phones, electronic handheld devices, processing systems and facilities, networking facilities, printers, telefax machines, e-mail facilities and/or any other similar equipment owned by, licensed to, or rented by the Company.
- 1.1.13. **"Termination Date"** means the earlier occurrence of either the date of completion of the Prescribed Services as set out in Annexure A and/or the date upon which this Agreement is terminated in terms of clause 2 below;
- 1.2. Words importing the singular shall include the plural and vice versa, words importing any gender shall include the other genders and words importing persons shall include juristic persons and vice versa.
- 1.3. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. If any provision in this clause 1 is a substantive provision conferring rights or imposing obligations on any Party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of this Agreement.
- 1.5. The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

2. DURATION AND TERMINATION

- 2.1. This Agreement shall commence on the Effective Date and continue until the Termination Date.
- 2.2. Either the Company or Contractor may terminate this Agreement at any time by giving one (1) month written notice of termination.
- 2.3. Subject to the further provisions of this clause, should either party commit any breach of his/its obligations in terms hereof and fail to remedy that breach within seven (7) days after receipt of written notice to do so, the other party shall be entitled to terminate this Agreement.
- 2.4. Notwithstanding the above, the Company shall be entitled to cancel this Agreement with immediate effect in the event that: -
- a) the Client cancels or decides not to renew its agreement with the Company; and/or
 - b) the Company does not receive payment from the Client on the due date, and the Company reserves the right to withdraw the Contractor from the Client without further notice.
- 2.5. The Contractor undertakes that on the Termination Date, he will return to the Company all reports, manuals, research papers, letters, equipment, documents or information, whether stored electronically or remotely which he compiled or was brought into being or came into his possession during the course of the rendering of the Prescribed Services.

3. RELATIONSHIP BETWEEN THE COMPANY AND THE CONTRACTOR

- 3.1. The Contractor's knows and agrees that his engagement in terms hereof does not constitute the creation, expectation, prospect(s), rights or claim(s) for the extension or renewal of this Agreement.
- 3.2. The Contractor further acknowledges that this Agreement is not subject to any employment law or statute and moreover that this relationship in no way constitutes: -
- 3.2.1. any employment relationship between the Contractor and the Company in terms of any legislation and/or the common law; or
 - 3.2.2. a temporary employment service; or
 - 3.2.3. a principal agent relationship between the Contractor and the Company; or
 - 3.2.4. a joint venture or partnership between the Contractor and the Company.
- 3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company (with the exception made and agreed upon with regards to annual and sick leave entitlement).
- 3.4. The Contractor shall be granted 11 working days sick leave (proof of illness need to be submitted) and 13.5 working days annual leave to use during the duration of this 9-month agreement with the annual leave accrual of 1.5 days per month. The total 13.5 days annual leave must be used; it will not be carried over nor will it be paid out at the termination date. Any unused leave will be forfeited at the end of this agreement.
- 3.5. The time at which annual leave is to be taken will be subject to mutual agreement, but the Company reserves the right to direct when annual leave must be taken. In this regard, the Employee acknowledges and agrees that he is obliged to take a portion of his annual leave during any period of closure of business (usually between Christmas and New Year of each year).

4. THE CONTRACTOR'S DECLARATIONS AND UNDERTAKINGS

- 4.1. The Contractor declares that: -
- 4.1.1. there is no hindrance and/or restriction and/or prohibition preventing him from engaging in this Agreement and/or fulfilling the rest of her undertakings pursuant to this Agreement;
 - 4.1.2. he has the necessary skills and expertise to perform the Prescribed Services;
 - 4.1.3. he will comply with all laws, by-laws and regulations and will obtain whatever permits and licenses necessary to fulfil his obligations in terms of this Agreement, if necessary;
 - 4.1.4. he will be liable to the Company and/or the Client for any loss that the Company and/or the Client may suffer as a result of his conduct involving any theft, fraud, breach of confidentiality or other criminal activities;
 - 4.1.5. in the event that he is requested to render services to the Client other than in terms of the agreement between him and the Company, he will advise the Company of that request and take such steps as may be necessary to procure that the services be rendered to the Client in terms of an agreement with the Company;
 - 4.1.6. he will not accept any fee or gift from the Client without the prior written permission of the Company.
- 4.2. The Contractor undertakes to: -

- 4.2.1. use his best endeavours to promote the interests of the Company and, unless prevented by ill health or accident, commit to providing the Prescribed Services on the days, times and/or locations stipulated therein or on such other dates, times or locations as agreed to between the Parties;
- 4.2.2. render the Prescribed Services with due skill and proper care, maintaining the highest professional standard to ensure that the performance of the Prescribed Services complies the standards required by the Company;
- 4.2.3. to adhere to the standard health, safety and security measures as may be reasonably required by the Company and/or Client's;
- 4.2.4. use the Company's and/or Client's equipment properly and with due care;
- 4.2.5. refrain from any action, making disparaging comments or statements which may prejudice or be adverse to the business interests of the Company and/or the Client;
- 4.2.6. ensure that at all times he has access to such facilities and equipment as he may require for the purpose of rendering the Prescribed Services;
- 4.2.7. submit to the Company and/or the Client, or any person nominated by them, such information and reports as may be reasonably required of him in connection with rendering of the Prescribed Services in terms hereof and the associated works order;
- 4.2.8. accurately record and complete prescribed time sheets as and when required by the Company;
- 4.2.9. adhere to specific delivery times of the Company and/or the Client and ensure that his performance will meet the specifications and requirements of the Company and/or Client;
- 4.2.10. not during this Agreement or any extension thereof: -
 - 4.2.10.1. purport to conclude any agreement to render services for and/or on behalf of the Company with any third party without the prior written consent of the Company; and
 - 4.2.10.2. enter into an agreement of whatever nature under which the Company may incur any liability whatsoever other than with the prior written permission granted by the Company.

5. OTHER BUSINESS INTERESTS

- 5.1. The Contractor recognises and accepts that the performance of the Prescribed Services, shall provide him with a platform or medium which will enhance his image, standing and reputation. As a consequence, the Company will develop a commercial interest in the image, standing and reputation of the Contractor during the currency of this Agreement.
- 5.2. The Contractor, therefore, agrees that the Company is entitled to a reasonable protection of its commercial interest in the Contractor.
- 5.3. Accordingly, the Contractor agrees that during the currency of this Agreement, he will only accept such other assignments that will not impede his ability or conflict with his obligations to render the Prescribed Services as per this Agreement and its annexures within the time specified in each specific works order.

6. CONSIDERATION

- 6.1. In return for the Prescribed Services to be rendered by the Contractor, the Company will pay the Contractor a contract fee as set out in Annexure A.

- 6.2. The Contractor must submit his invoices on the 26th of each month. If the 26th falls on a weekend or public holiday, submit your invoices on the last working day preceding the 26th of the month. The Contractor knows and understands that the Company does not guarantee a minimum monthly consideration and that it will not pay him a monthly retainer.
- 6.3. The Company shall not be responsible for national, government and local taxes derived from the Contractor's net income or for the withholding and/or payment of any national, government and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.
- 6.4. Payment by the Company shall be without prejudice to any claims or rights which the Company may have against the Contractor and shall not constitute any admission by the Company as to the performance by the Contractor of his obligations hereunder.

7. CONFIDENTIALITY UNDERTAKINGS

7.1. Against disclosure or use of Confidential Information: -

7.1.1. The Contractor irrevocably and unconditionally agrees and undertakes that in protection of the Confidential Information he will –

- 7.1.1.1. not divulge and/or disclose, whether directly or indirectly, Confidential Information to any person whomsoever except to such co-employees of the Company or employees of the Client as is strictly necessary;
- 7.1.1.2. not use the Confidential Information, whether directly or indirectly, for his own benefit and/or for the benefit of any person other than the Company or the Client;
- 7.1.1.3. treat and safeguard the Confidential Information as strictly private and confidential;
- 7.1.1.4. notify the Company, in writing, of any abuse of the Confidential Information that he becomes aware of and assist in remedying such abuse when required by the Company; and
- 7.1.1.5. on termination of this Agreement, ensure that all the Confidential Information, other documents, and materials of whatsoever nature (including copies thereof) in his possession or under his control are immediately returned to the Company or the Client.

7.1.2. The restriction does not apply to:

- 7.1.2.1. any use or disclosure authorised by the Company or as required by law; or
- 7.1.2.2. any information which is already in, or comes into, the public domain otherwise than through the Contractor unauthorised disclosure.

7.2. Against unfair competition: -

- 7.2.1. Without derogating from the obligations imposed above, the Contractor further irrevocably and unconditionally agrees and undertakes that neither he nor any business, trade, firm, undertaking or concern in or by which he is directly or indirectly interested, engaged, concerned or employed will, for a period of three (3) months after the Termination Date, directly or indirectly, whether as proprietor, partner, director, shareholder, employee, consultant, Contractor, financier, agent, representative, assistant or otherwise in any part of the Territory-

- 7.2.1.1. canvass or solicit (or attempted to do any of the foregoing) business in respect of the Prescribed Services from the Client; and/or
- 7.2.1.2. render any Prescribed Services to the Client; and/or
- 7.2.1.3. take up employment with or otherwise be engaged or concerned or interested with the Client; and/or
- 7.2.1.4. encourage, entice, incite, induce, solicit or canvass (or attempt to do any of the foregoing), or use any other means which are directly or indirectly designed, or in the ordinary course of events calculated, to result in any of the Company's employees terminating his/her employment with the Company and/or becoming employed by or directly or indirectly in any way interested in or associated with any other entity, firm, close corporation, undertaking or concerns which is in direct competition with the Company.

7.3 The Parties agree that this clause 7 shall survive the termination of this Agreement.

8. INDEMNITY

- 8.1. The Contractor agrees that he shall have personal liability and indemnity insurance and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Contractor, or any substitute engaged by the Contractor, of the terms of this Agreement, including any negligent or reckless act, omission, or default in the provision of the Prescribed Services.
- 8.2. The Contractor waives any claim that he may have against the Company resulting from costs and/or damages incurred or suffered due to injuries sustained during the rendering of the Prescribed Services in terms hereof except where caused by the negligent and/or wilful act or omission of the Company; and
- 8.3. The Contractor further agrees that he shall maintain in force during the period of this Agreement adequate insurance cover with reputable insurers acceptable to the Company, which he will disclose to the Company if requested to do so.

9. CONSENT TO USE PERSONAL INFORMATION

- 9.1. It will be necessary for the Company to Process the Contractor's Personal Information in order to carry out and manage its business operations and legal reporting obligations.
- 9.2. Such Personal Information may be shared with or obtained from external business partners or vendors who provide a service to the Company, such as payroll providers, medical aid providers, retirement benefit administrators and the like.
- 9.3. The Contractor hereby consents to the Processing of his Personal Information and undertakes to comply with any Employer policy and procedure relating to the use of Personal Information and data protection.

10. INFORMATION AND COMMUNICATION TECHNOLOGIES ACT 2001

- 10.1. During the Contractor's association with the Company, the Contractor will be supplied with access to the Telecommunication Systems which may only be used for conducting the Company's business.
- 10.2. The Contractor shall have no expectation of privacy in relation to the use of the Telecommunication Systems and consents to the Company monitoring his use and to intercept, acquire, read, view, inspect, record, and/or review all communications created, stored, transmitted, spoken, sent, received or communicated by the Contractor on, over or in the Telecommunication Systems or otherwise.

10.3. The Company reserves the right to restrict or discontinue the Contractor's access to and/or use of the Telecommunication Systems.

11. DOMICILIUM

11.1. The parties hereto choose *domicilium citandi et executandi* for all notices and processes to be given and served in pursuance hereof at their respective addresses as detailed in clause 1.1.5 of this Agreement.

11.2. Any notice of change in such addresses shall be given in writing by the party concerned and delivered by hand or sent by registered mail, fax or email to the other party and upon notification of which the address so notified will serve as the new *domicilium citandi et executandi* as aforesaid.

12. GENERAL

12.1. The Contractor shall not cede any of his rights nor assign any of his obligations hereunder without the prior consent of the Company.

12.2. No relaxation or indulgence granted by the Company to the Contractor shall be deemed to be a waiver of any of the Company's rights in terms hereof nor shall any relaxation or indulgence be deemed to be a notation of any of the terms and conditions of this Agreement.

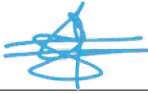
12.3. This document, together with the annexures or any other addendums attached hereto and duly signed by both parties supersedes all prior agreements between the Company and the Contractor and constitutes the entire agreement between the Parties hereto and no agreement at variance with the terms and conditions of this Agreement shall be of any force of effect unless in writing and signed by the Company and the Contractor.

12.4. Each and every clause contained in this agreement is separate and divisible from the other and should any clause or sub-clause be declared invalid or unenforceable by applicable legislation and/or a Court with competent jurisdiction, then such invalidity or unenforceability will not affect the validity or enforceability of the remaining clauses or sub-clauses of this agreement.

12.5. This Agreement shall be governed by the laws of the Republic of Mauritius and the declaration of any clause or part of a clause herein as invalid shall not affect the validity of the remainder hereof.

THUS, DONE AND SIGNED BY THE PARTIES ON THE DATES SET OUT HEREUNDER:

FOR AND ON BEHALF OF THE CONTRACTOR

	SANGWA Emmanuel	SOLUTIONS ENGINEER
SIGNATURE	NAME (Type or Print)	DATE

FOR AND ON BEHALF OF PREVOIR SOLUTIONS INFORMATIQUES LIMITED

SIGNATURE	NAME (Type or Print)	TITLE

“ANNEXURE A”

1. PROJECT DETAILS

PROJECT CONTRACTOR	Emmanuel Sangwa
PROJECT ADMINISTRATOR	Wycliff Ndirangu
FUNCTION	Solutions Engineer
PROJECT DURATION	9 Months
EFFECTIVE DATE	6 October 2025
TERMINATION DATE	3 July 2026

2. SCHEDULE OF RATES

SERVICE OR PRODUCT DESCRIPTION	COST (PER MONTH)
Contribute to Solution design and Scope of Work documents Contribute to project FAT and UAT documentation based off Solution Design Contribute to Use Case diagrams and System Integration Diagrams (X-mind and DFD) Assist the Business Analysts with Design mock-ups based on client requirements and solution design Contribute to both internal and external training material Maintaining and updating status and comments of allocated projects on our project management software Compiling Project Completion Documentation (DoD) and obtaining approval thereof Logging and updating of Changes on ServiceDesk, including compilation and submission of OSI documentation. Suggesting Product improvements Configuration, Testing and Deployment of projects based on Scope of Work and in line with Project Plans Project UAT assistance to client Handover of Projects to Operational team and drafting of supporting documentation Attend to adhoc user requests including L1 and L2 support as escalated from OPS team Rotational after-hours standby	Gross RWF2 256 250,00 per month