

6th September 2021

Bright Okorafor-Innocent
House No.3, Road 4 Buena Vista Estate
Lekki
Lagos State

EMPLOYMENT CONTRACT

On behalf of the management of Kimberly Ryan Limited, we are pleased to offer you the position of **A Business Development Officer**.

This document serves to confirm our understanding and becomes a contract between Kimberly Ryan Management and You. The contract will only be binding if you agree to the terms by signing and returning same.

THIS AGREEMENT is made this day **6th Day of September, 2021** between **KIMBERLY RYAN LIMITED** a private limited liability company incorporated under the Laws of the Federal Republic of Nigeria and having its registered office at Landmark Event Centre, Water Corporation Road, Victoria Island, Lagos (hereinafter called the "Employer" which expression shall where the context so admits include its succession-title and assigns) of the one part and **Bright Okorafor-Innocent of House No.3, Road 4 Buena Vista Estate, Lekki Lagos State**. (Hereinafter called the "Employee") of the other part.

WHEREAS:

- a) The Employer is desirous of employing the Employee in the above regard under the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. Terms of employment

The employment subject to termination as provided below shall commence on the **4th day of October 2021**. The employment as provided below shall be subject to a probationary period of six (6) months upon commencement of employment.

2. Place of employment

Your place of employment shall be Lagos or as prescribed by the company from time to time.

3. Duties

You shall faithfully serve Kimberly Ryan in the capacity of **A Business Development Officer**.

Grade: G7

Landmark Centre, 3/4 Water Corporation Road,
Off Ligali Ayorinde Road, Victoria Island, Lagos.
Tel: +234 818 453 2278
E-mail: info@kimberly-ryan.net
Website: www.kimberly-ryan.com
RC: 325. 478

You will have the following responsibilities:

Business Development

- ✓ Gather intelligence for use in developing a business development strategy that aligns with the overall Company strategy
- ✓ Identify relevant contacts within target companies
- ✓ Identify, pursue and win targeted client accounts
- ✓ Highlight opportunities for growth and advise on forthcoming business development areas
- ✓ Integrate contract requirements with Company operations.
- ✓ Facilitate sessions for prospective and existing clients
- ✓ Negotiate timelines and fees in line with specified Company margins
- ✓ Protect Company's value by keeping information confidential
- ✓ Demonstrate an understanding of the Company's services

Sales Development and Management

- ✓ Use market and sales data to prepare and develop the Company's sales plan
- ✓ Conduct research to identify market trends, new markets and client needs
- ✓ Provide trustworthy feedback and after-sales support
- ✓ Prepare proposals for clients to promote the Company's services and close sales leads
- ✓ Research target companies to identify new leads
- ✓ Analyze current client base, to identify potential sales opportunities
- ✓ Increase overall sales efficiency and profitability through excellent sales techniques
- ✓ Provide regular and reliable reports on sales activities for use in strategic management decisions
- ✓ Develop and maintain a sales leads register

Relationship Management

- ✓ Build long-term relationships with new and existing clients
- ✓ Excellent client relationship management
- ✓ Engage client companies to develop long-term business relationship

In addition, due to aggressive growth plans of the company, it is expected that your responsibilities will not only rapidly grow beyond the above listed, you could also be expected to change roles during the course of your employment.

You will report to the **Country Director & Chief Operating Officer**. At all times, you shall devote your whole time, attention, and energies to the management, superintendence, and improvement of Kimberly Ryan to your utmost ability.

4. Hours of Employment

The Employee shall carry out his duties between the hours of 8a.m. - 5p.m. Monday to Friday and such further hours and on weekends and public holidays as may from time to time become necessary in order to meet the needs of the Company's business or during such hours as the Company may from time to time reasonably require of him and the Employee shall not be entitled to receive any additional remuneration for work done outside these normal hours of work.

5. Remuneration

- The gross salary is subject to statutory deductions payable in arrears.
- Your gross annual remuneration will be approximately **Three Million Five Hundred and Fifty-Five Thousand Seven Hundred and Twenty-Two Naira Sixteen Kobo (=N= 3,555,722.16) per annum.**
- Your monthly gross will be **Two Hundred and Ninety-Six Thousand Three Hundred and Ten Naira Eighteen Kobo (=N=296,310.18).**
- Your monthly net after deductions will be payable in full.

In addition to this you will be entitled to the following benefits:

- **Group Life Insurance** which guarantees a minimum of 3 times your annual salary to your beneficiaries in the event of death
- **Medical Insurance** for yourself, spouse and 4 dependents. The limits are specified by the organization'
- **Annual Leave of** 20 working days which shall be approved after one year of service.

6. Confidentiality

Background

- I. The Employer engages in the business of Consulting and advisory services and in the course of which business it becomes privy to confidential and highly sensitive client information.
- II. The Employer as a matter of course guarantees to the respective clients the confidentiality of such information.
- III. The Employee in the course of his duties with the Employer has access to such confidential and highly sensitive client information referred to above, and the Employer wishes to secure

an undertaking from the Employee to maintain the security of such information, in addition to other ancillary matters connected therewith, in the terms hereinafter following.

Now it is hereby agreed as follows:

1. This agreement is collateral to the Employee's contract of employment with the Employer, and the two shall be read as one contract.
2. The Employee shall be true and faithful to the Employer in all dealings and transactions whatsoever relating to the Employer's business or the Employer's interest generally.
3. In consideration of the benefits accorded to the Employee under the terms of his contract of service, the Employee covenants with the Employer that he shall not:
 - I. During the operation of this agreement or thereafter, use for his own benefit or for the benefit of any other person, or divulge or communicate to any person (except those officials of the Employer's clients or customers whose province it is to know the same) any of the Employer's secrets or any other information which he may have received or obtained in relation to the Employer's affairs or the Employer's customers or clients;
 - II. Whether during or after the termination of this agreement (howsoever terminated) use or divulge to any person, firm or company (and shall use his best endeavors to prevent the use or disclosure of) any trade or business secrets or any information concerning the business or finances of the Employer, or of any dealings, transactions or affairs of the employer or of any client, customer or supplier of the Employer;
 - III. At any time do or say anything likely or calculated to lead any person, firm or company to withdraw from or cease to continue offering to the Employer any rights or privileges then enjoyed by the Employer, or in any way to cease to do business or reduce the amount of business it transacts with the Employer.
4. Without derogating from the obligations imposed by the preceding clauses, the Employee undertakes that he will not directly or indirectly at any time during the restriction period in relation to any business which may be the same as, similar to or in competition with the business in the restricted area:
 - I. Solicit orders from any customer of the Employer;
 - II. Canvass business in respect of that business from the Employer's customers;
 - III. Render services to or enter into any contract or arrangement to render service to any customer of the Employer.
5. On termination of the employment for whatever reason, the Employee shall at the request of the employer
 - I. Deliver to the Employer all records, documents, accounts, letters and papers of every description within his possession or control relating to the affairs and business of the Employer, and any other property belonging to the Employer, as well as any data base relating to the Employer's business;
 - II. If for any reason such records, documents, account, letter, papers or data bases cannot be returned, the Employee shall deliver documentary proof showing that such

data has been destroyed or deleted from his computer, and that no copies thereof have been made which could be used by any person whatsoever.

6. In this agreement, the following words or phrases shall have the respective meanings as follows:

- I. "customers" shall mean any person:
 - i. Who is a customer of the Employer at the termination date;
 - ii. Whom the Employee had approached to do business with the Employer within the period of one year preceding the termination date; or
 - iii. With whom business was carried on by the Employer within the period of one year preceding the termination date;
- II. "the business" shall mean the business of strategy, process and human resources consulting and ancillary services, and shall include any other business which is ancillary or incidental to such business as carried on by the Employer at the termination date and during the period of twelve months prior thereto.
- III. "the restriction area" shall mean the geographical area of the Federal Republic of Nigeria.
- IV. "the restriction period" shall mean the duration of this agreement, plus a period of twelve months from the termination date.
- V. "the termination date" shall mean the date on which the Employee's employment is terminated for any reason whatsoever.
- VI. The Employee shall not except in the proper course of his duties during or after the period of his employment under agreement divulge to any person(s) whatever or otherwise make use of and shall use his best endeavors to prevent the publication or disclosure of any trade secret or Company secret or any such confidential information concerning any of our clients or associated companies.
- VII. All notes and memoranda of any trade secrets or confidential information concerning the business of the company and its clients or associated companies which may be acquired, received or made by the Employee during the course of his employment shall be the property of the Company and shall be surrendered by the employee to someone duly authorized at the termination of his employment or at any time during the course of his employment.

7. **Termination of Employment**

The termination of employment of the Employee may be determined:

- I. By the Employer without notice or payment in lieu if the employee is guilty of any gross default or misconduct in connection with or affecting the business of the company or in the event of any breach or non-observance by the employee of any of the stipulations contained in this agreement which is materially detrimental to the company's interest.
- II. By either party upon giving to the other no less than one months' notice in writing or the payment of one months' salary in lieu thereof. This is applicable to confirmed employees

- III. By either party upon giving to the other no less than two weeks' notice in writing or the payment of two weeks salary in lieu thereof. This is applicable to unconfirmed employees

8. Miscellaneous

I. Whole Agreement

Each party acknowledges that this Agreement and the conditions contained is the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees agents and has made its own independent investigations into all matters relevant to it.

II. Supersedes prior Agreements

This Agreement supersedes any prior agreement between both parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights which have already accrued to either of the parties.

III. Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement of facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within (72) hours of posting or (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail box of the addressee.

IV. Headings

Headings contained in this agreement are for reference purposes only and shall not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

V. Waiver

- i. The failure by either party to enforce at any time or for any period, any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

VI. Amendments

This Agreement can only be amended or revised by a supplemental agreement in writing signed by the parties.

VII. Contracting Parties

The contracting parties herein are the employer and the employee and nothing herein contained and nothing done pursuant to the terms of this agreement shall be deemed or constructed as creating any privities of contract whatsoever between the company and the employee specifically covenants not to institute

or maintain any claim against the company pursuant to the terms of this agreement.

9. Arbitration

All dispute claims or differences which shall at any time arise between the parties whether during the term or afterwards touching or concerning this agreement or its construction, the rights duties or liabilities of the parties under or by virtue of it or any other matter in a way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the president for the time being of the Chartered Institute of Arbitrators Nigeria Branch in accordance with the Arbitration and Conciliation Act, Laws of the Federation of Nigeria 1990 or any statutory modification or re-enactment of it for the time being in force.

THE COMMON SEAL of the within named Employer **KIMBERLY RYAN LIMITED** was hereunto affixed in the presence of



Ngozi Agada

Country Director & Chief Operating Officer

SIGNED, SEALED and DELIVERED

Employee's name, Signature & Date:

Bright Okorogor - Innocent

In the presence of:-

Name:

OGULUA EBOMUOHE

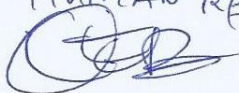
Address:

5 ABA JOHNSON (RESIDENT), OFF ADENIYI JONES, IKEJA

Occupation:

HUMAN RESOURCES MANAGER

Signature:



08/09/21