

Income Share Agreement

Schoice Habsida Inc (hereinafter referred to as “Habsida”) and NAME (hereinafter referred to as “Participant”), together “Parties”, have entered into the following agreement to pay part of the income of the Participant to Habsida in exchange for training and services provided by Habsida.

Following:

Article 1 (Purpose)

The purpose of this agreement is to clarify the content of the revenue sharing system for Habsida and the Participant, as well as to define the main content of the rights and obligations of both Parties.

Article 2 (Meaning of terms)

1. “Income” means all income of the Participant received from the employer for his work related to the group of engineering and technical professions¹, including all types of remuneration (hereinafter referred to as “remuneration”), such as wages, allowances, bonuses, incentives, options for shares, non-monetary awards, and “Income” means the amount after taxes, such as deductions for the four main types of insurance, income tax, employment insurance and health insurance (hereinafter referred to as “tax and insurance contributions”).
2. “Monthly income” means the amount paid by the employer to the Participant as a monthly salary (Article 2, paragraph 2) and refers to the amount after tax and insurance contributions.
3. “Employment” is the provision of paid work to the Participant, regardless of the name of the employer, while the type of activity must be associated with a group of engineering and technical professions in a Korean company.
4. “Payment Period” means the period during which the Participant is required to pay Habsida's monthly fees under this Agreement. This period begins when the Participant gets employed.
5. “Training Program” means the period of 4-6 months during which the Participant is prepared for employment and includes, but is not limited to, Java programming course, preparation for interviews, work on a Korean commercial project, mock interviews, language courses and cultural workshops.

Article 3 (Obligation to share income and mode of payment)

1. The income distribution amount payable under this agreement shall be amount to 17% of monthly income, multiplied by 24 months, starting from the beginning of the payment period under this agreement.
2. Notification. If it is confirmed that the Participant is employed to a Korean company, then a copy of the employment contract, all terms of remuneration, company name, address of the employment company, telephone number of the company, name of the person in charge or representative of the employment company, contact information, email address and the number of the financial institution account the Participant is to receive the remuneration must be notified within 7 days to the official Habsida email address isa@schoice.co.
3. Method of payment. The Participant pays Habsida 17% of monthly income for 24 months after employment. The Participant pays Habsida an amount equal to 17% of monthly income within 7

¹ Hereinafter, the Parties agree under the specialties of the group of engineering and technical professions to understand the implementation by the Customer of labor activities related to any of the following types: website and application design, software development, software support, testing, quality control, project management, development team management, educational and consulting activities in the field of information technology.

days of receipt of monthly salary (including 15% annual deferred interest at the end of the payment period) through the bank account specified in paragraph 7. The Participant must set up automatic transfer for monthly payment through the bank account specified in paragraph 7.

4. Submission of documents. In order to prove the income of the Participant, it is necessary to send the following documents: a receipt for withholding earned income, a certificate of the amount of income, a declaration of gross income tax. Documents must be sent annually between March 1st and March 14th to Habsida's e-mail isa@schoice.co. However, if the Participant needs an additional period to submit certain documents, he must notify Habsida of the need for more time between March 1st and March 14th, and the submission of documents may be delayed until July 30th of the same year. If Habsida requires additional documents, they must be submitted within 30 days.
5. Following this agreement, if the type of activity is not related to the specialties of the engineering and technical professions group, then the Participant is allowed to defer the fulfillment of the payment obligation of the company Habsida, and upon reaching 72 months, the obligation to pay part of the income of the Participant under this the agreement becomes invalid.
6. Notice of Changes. In the event of a change in the conditions of work and remuneration of the Participant, the Participant must notify of the changes in information and send all related materials to Habsida by e-mail isa@schoice.co within 7 days. In this case, the amount of the payment is calculated based on the changed amount of monthly income.
7. The payout account number is to be provided via email before the first payment due.
8. Settlement of underpayment. If the Participant intentionally or unintentionally pays Habsida an amount less than that described in this agreement, Habsida will be forced to do the following:
 - 1) either claim the amount specified in this agreement, together with overdue interest of 15% per annum within 14 days from the date of notification of the Participant.
 - 2) either increase the monthly portion of income up to a maximum of 150% of the initially agreed amount until full payment of the overdue payment and overdue interest at a rate of 15% per annum.
9. Overpayment settlement. If the Participant mistakenly pays Habsida an amount greater than that described in the agreement, the Participant will be notified of the overpayment and provided with written documentation confirming that the overpayment has occurred. In this case, Habsida 1) must refund the overpaid amount to the Participant's financial account, or 2) the Participant may choose to reduce the monthly payment by more than 10% until the full amount of the overpaid amount is returned.
10. Contract redemption amount. In order to terminate the income sharing obligation, the Participant may pay 7,500,000 KRW. In this case, the obligation of the Participant to distribute income under this agreement is terminated.
11. Notwithstanding the payment of the Participant for work during the payment period, in the event that there is monetary or non-monetary compensation that is not included in the calculation of the monthly payment amount in accordance with paragraph 3 above, but is paid before or after the end of the payment period (including bonuses, special bonuses, equity shares, cash compensation for the exercise of share options, the difference between the exercise price of the share option and the market price, etc.) The Participant agrees to pay an additional 17% of the above compensation, even if the payment period is already expired.
12. In the event that the Participant notifies Habsida of a lower income and underpays a certain amount, or if he is obliged to pay additional payments in accordance with paragraph 11 of this article, or other payment obligations arise under this agreement, and the amount that is not was paid and, remains, these payment obligations remain in force until the obligation is fully discharged, despite the fact that the payment period under this agreement has ended.
13. In the event that the Participant dies or becomes disabled and finds it difficult to find a job, the Participant is released from its obligations under this agreement, including the obligation to pay the income distribution amount that has already expired. If the Participant wishes to be exempt from income sharing due to a permanent disability, they must provide a medical certificate from a medical institution confirming this and a certificate issued by an appropriate institution such as national and local authorities to Habsida.

Article 4 (Termination of this Agreement)

This agreement becomes invalid in the following cases:

1. If the Parties agree.
2. If this agreement expires.
3. If the Participant pays the termination amount (Article 3, paragraph 10 above).
4. If the Participant terminates the training due to the unilateral decision of Habsida. In this case, the obligation of the Participant to distribute income under this agreement is terminated.

Article 5 (Indemnification)

1. If one of the Parties violates this agreement, the respective Party must compensate the other Party for all damages caused.
2. In addition to paragraph 1 above, the following cases may be considered a breach of this contract: 1) if the monthly payment is not made after 60 days from the end of the payment period, 2) if the notification obligation (Article 3, paragraph 2 and Article 3, paragraph 6) is not properly executed and the violation is not corrected within 14 days from the date of receipt of the request from Habsida with a request to correct the violation, 3) if the documents are not submitted after 14 days from the date on which the documents were due when the extension is authorized with the permission of Habsida) (Article 3, paragraph 4). 4) In case of underpayment (Article 3, paragraph 9), if the underpayment is due to the intention or gross negligence of the Participant.
3. In the event of paragraph 2 above, Habsida will terminate this agreement and may request payment of the medium-term termination amount set out in the agreement within 14 days from the date of termination. If payment is not made when due, 15% annual deferred interest may be required and all legal fees, including attorneys' fees, may be charged to the Participant.

Article 6 (Duty of good faith, etc.)

1. Participant acknowledges that Habsida first invested in the training of the Participant, and that the conclusion and performance of this agreement is based on the good faith of the Participant.
2. If it is found that the Participant fails to report to Habsida his true income, whether willfully, negligently or for any other reason, any unpaid amount that has not been paid so far and interest in arrears at a rate of 15% per annum must be paid by the Participant to Habsida within 14 days from the date on which the Participant or Habsida became aware of it. However, in accordance with Article 3, paragraph 8 above, Habsida may choose other alternatives.
3. If the Participant fails to pay the outstanding amount and overdue interest specified in paragraph 2 above within the above period, then Habsida may exercise its legal right to receive payments, and the Participant must bear all attorney's fees and other legal the costs incurred for the exercise of this right to themselves.
4. The Participant must conduct, in good faith, job search activities in accordance with the offers and programs of Habsida.

Article 7 (Prohibition on Concluding Similar Contracts)

The Participant may not enter into additional revenue-sharing agreements similar to this agreement with Habsida between other third Parties until the termination of this agreement.

Article 8 (Consent to the transfer of personal data)

1. The Participant provides the following personal information to Habsida: name, date of birth, address, telephone number, mobile phone number and email address.

2. The Participant provides a copy of an identity document, such as a passport, driver's license, etc.
3. The Participant provides documents confirming education and work experience in the company Habsida.
4. The Participant provides information about his trustee to Habsida: name, phone number and mobile phone number.
5. Habsida can send phone calls, text messages, instant messengers, emails, etc., and when information changes, the data is updated immediately so that the company can contact the Participant.

Article 9 (Confidentiality)

Habsida and the Participant may not disclose information or make materials available to any third Party without the prior written consent of both Parties, unless disclosure is required by law. However, data or information already known before one Party receives it from the other Party is excluded.

Article 10 (Transfer of treaty status)

Habsida may transfer all or part of its rights, obligations or status under this agreement, in which case Habsida will notify the Participant of the transfer. The rights and obligations of the Participant under this agreement are exclusive and may not be transferred to others without the prior written consent of Habsida.

Article 11 (Declaration and Warranty)

1. The Participant 1) enters into this agreement in good faith and with the intent to pay in good faith monthly payments in accordance with this agreement, 2) provides all information to Habsida, in accordance with this agreement, that is true and not false, in part deleted or misrepresented, 3) has not filed for bankruptcy and in the last 6 months has not considered personal bankruptcy or consulted with a lawyer, 4) has no other legal obstacles to work in Korea, and is willing to relocate to Korea for employment 5) in during the term of this agreement will work in good faith and strive to earn as much as possible, 6) does not hide, change or transfer remuneration included in income in order to avoid or reduce the amount of payment that will be paid each month under this agreement, 7) maintains accurate accounting of income during the term of this agreement and does not delete all data related to income, including for at least one year after the expiration of the payment period.
2. Habsida 1) treats all data and information provided by the Participant as personal confidential information, except for the facts and information of the announcement, and has no right to directly or indirectly provide or disclose to third Parties. However, this is not the case when the consent of the Participant is obtained, or is necessary for the performance of this agreement, or when it is necessary to exercise the rights under this agreement, 2) in accordance with the principle of good faith, is ready to help the Participant in finding a job.

Article 12 (Other)

1. This agreement may be amended by written agreement of both Parties.
2. The costs associated with the negotiations, preparation, conclusion and execution of this agreement shall be borne by both Parties, unless otherwise provided by other provisions of this agreement.
3. In the event that the content of oral or written discussions between the Parties in connection with the conclusion of this agreement differs from the content of this agreement, this agreement shall prevail.
4. In the event that some clauses of this agreement become invalid, the remaining clauses will remain

in force.

Article 13 (Jurisdiction)

1. In case of disagreements or disputes between the Parties regarding the interpretation and implementation of this agreement, it is necessary to resolve disputes through mutual consultations.
2. If the disagreement or dispute between the Parties is not resolved through consultation and one Party files a claim against the other Party, then all disputes and disagreements will be resolved through the South Korean Court.

Year Month Day
2023 SEPTEMBER 20TH

«Habsida»	«Participant»
Block 3, 1st floor, 20, Pangyo-ro, 289 beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do	ADDRESS Bole, Addis Ababa, Ethiopia
Company registration number : 108-87-01605	Alien Registration : XXXXXX-XXXXXXX Card number EP7757600
CEO: Vladi Mun (signature/stamp)	Name: NAME (signature) Abraham Astrat 