

VORBTECH INNOVATIVE SOLUTIONS

WORK CONTRACT

This Remote Work Agreement (the “Agreement”) is made as of this **28th December 2022** (the “Effective Date”) by and between **Don Daniel** (the “Employee”) and **Vorbtech Innovative Solutions** (the “Employer”), (each, a “Party” and collectively, the “Parties”). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Employment.

The Employer shall employ the Employee as a **Mobile App Developer (React Native)** on a hybrid full-time basis under this Agreement. In this capacity, the Employee shall have the following duties and undertake the following responsibilities:

- Deliver all daily tasks assigned.
- Commit all tasks to work’s repository.
- Be present for meetings twice a week for online review.
- Commit to complete project scope (the employee shall receive via project management system).
- Your reporting line is the **CEO and Senior Project Manager**.

The Employee shall perform other duties customarily performed by other persons in similar positions, including other duties that may arise from time to time and as may be assigned.

2. Performance of Duties.

The Employee shall perform assigned duties and responsibilities in a professional manner, in good faith, and to the best of the Employee’s skills, abilities, talents and experience.

3. Terms.

The Employee’s employment under this Agreement shall begin **28th December 2022** and will terminate on task completion.



Probation Period

The Employee's probation period shall be **One (1) week**, starting from the first day of the Employee's employment. In the event that the employee fails to carry out duties and responsibilities satisfactorily, the Employer may terminate this Agreement immediately by giving notice to the Employee.

4. Compensation.

A. Base Salary. As compensation for the services provided by the Employee under this Agreement, the Employer will pay the Employee on a Fulltime basis with the total sum of **Two Hundred Thousand Naira Only (N200,000)**. A 50% upfront payment will be made available before the project starts and 50% on completion of project.

B. Additional Compensation. The Employee shall be entitled to additional compensation for services rendered under this Agreement on the following basis:

- Working beyond the end of this contract.
- Working on additional tasks beyond the project scope.
- Product sponsors are highly impressed with the work done.

Any additional compensation or bonuses paid to the Employee shall be paid at the sole discretion of the Employer.

5. Expenses.

The Employee will NOT be reimbursed for out-of-pocket expenses for resources including but not limited to laptop (computer) usage and internet.

6. Work Location.

The Employee will primarily perform their employment duties at any location of convenience with the sole aim of completing assigned tasks.

7. Disability.

If the Employee cannot perform assigned duties because of illness or incapacity for more than 5 days, compensation due during such illness or capacity will be held. Full compensation will be reinstated upon the Employee's return to work and completion of assigned duties.

8. Confidentiality.

A. Confidential and Proprietary Information. In the course of employment, the Employee will be exposed to confidential and proprietary information of the Employer. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code,

object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which the Employer considers confidential and proprietary. The Employee acknowledges and agrees that the confidential and proprietary information is the Employer's valuable property, developed over a long period at substantial expense and that it is worthy of protection.

- B. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, the Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with the Employer's prior written consent.
- C. Rights in Confidential and Proprietary Information. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to the Employee by the Employer (i) are and shall remain the sole and exclusive property of the Employer, and (ii) are disclosed or permitted to be acquired by the Employee solely in reliance on the Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of the Employer's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to the Employee.
- D. Irreparable Harm. The Employee acknowledges that the use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Employer shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Employer shall be entitled to pursue any other legally permissible remedy as a result of such breach, including but not limited to direct and consequential damages. In any action brought by the Employer under this Section, the Employer shall be entitled to recover its attorney's fees and costs from the Employee.

9. Ownership of Work Product.

The Parties agree that all work product, information, or other materials created and developed by the Employee in connection with the performance of duties and

responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of the Employer.

10. Termination.

This Agreement may be terminated immediately by the Employer for cause or in the event the Employee violates any provision of this Agreement.

- A. Employer's Termination. In addition, the Employer may terminate this Agreement and the Employee's employment at any time by giving the Employee 3 days' notice in writing.
- B. Employee's Termination. Employee may terminate this Agreement and the employment at any time by giving 3 days' notice in writing to Employer.
- C. Severance. The employee is NOT entitled to severance.

The rights and obligations of the Parties outlined in Confidentiality, Ownership of Work Product, Termination and Miscellaneous are intended to survive termination and will survive termination of this Agreement.

Miscellaneous.

- D. Authority to Contract. The Employee acknowledges and agrees that the Employee does not have authority to enter into any binding contracts or commitments for or on behalf of the Employer without first obtaining the prior written consent of the Employer.
- E. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the Nation of Nigeria (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved through:

Court litigation. The dispute shall be resolved in the courts of the Nation of Nigeria.

- Attorneys' Fees

If either party brings a legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

- F. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the

Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

- G. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by email, to an agreed email address or to another email address as that Party may subsequently designate by notice and shall be deemed given on the date of issuance.
- H. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. A waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- I. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take other actions as may be reasonably necessary to affect the terms of this Agreement.
- J. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- K. No Assignment. The interests of the Employee are personal to the Employee and cannot be assigned.

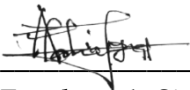
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.



Employee's Signature

Don Daniel

Employee's Full Name



Employer's Signature

ALIYU Muhammad / HRM

Employer's Full Name/Representative &
Title