

Employment Contract
Software Developer for Unit U+2467 GmbH (Ape Unit)

Between

KB21 Ltd.
represented by Kimon Haars, Managing Director

referred to as “Employer”

and

Full name

ID No. **XXXXXXXX**, referred to as “Employee”

Article 1: Designation, responsibilities and place of deployment

1.1 The Employee is contracted on a full-time basis and is employed as Software Developer working on projects of the German digital agency Ape Unit.

1.3 The Employee will be deployed at KB21 Ltd. main office, currently located at KG 566 St., Kigali. The Employer reserves the right to move office within Kigali.

Article 2: Length of contract and probation period

2.1 The present work contract is a one-year contract. It starts on 1st of March 2023 and ends on 29th of February 2024. The parties will evaluate the contract after **9 months** and discuss transforming it into an open-ended contract i.e. a contract of unspecified duration.

2.3 The probation period is 6 months.

Article 3: Remuneration

3.1 The monthly gross remuneration will be RWF **XXX,XXX**. From this gross amount, the Employer shall deduce all legal taxes and contributions (e.g. Pay as You Earn, Social Security Contributions...) under Rwandan Law. In addition, the Employer shall pay the Employer contribution to social security as stipulated under Rwandan Law. The Employee will receive his regular salary during any days or weeks he or she is on vacation. No additional vacation payments are made.

3.2. Starting at the latest at the end of the probationary period, the Employer will contribute to a private medical insurance scheme for the Employee, to be determined by the Employer.

3.4 The Employer will not pay separate allowances for housing, transport, or other benefits, unless the Rwandan labor laws and regulations state otherwise.

3.6 The Employer does not operate a staff loan scheme.

3.7 The Employer will not offer financial contributions to overtime.

Article 4: Conditions of work

4.1 Work volume is 40 hours a week.

4.2 The Employee undertakes to work for the Employer only and to perform the assigned duties with care and diligence. Given the specific context, the parties expressly agree that the Employer has the right to expect the Employee to be flexible with regard to duties assigned.

4.4 The Employee may not exercise any other paid activities than those resulting from this employment contract, unless the Employer, represented by the Managing Director, has given consent.

4.5 The Employee shall be bound by professional secrecy towards third parties during and after the term of service. This confidentiality encompasses information of KB21, Ape Unit, the individual Units within Ape Unit as well as any client or partner company of Ape Unit and all projects connected to any of these entities. The employee shall not disclose any confidential information and information that might be harmful to any of the entities mentioned above.

4.6 Any intellectual property rights connected to the work results of the Employee when working on projects of Ape Unit and its related companies or customers are assigned to Unit U+2467 GmbH or to its customers - depending on the regulations in the contracts between Unit U+2467 GmbH and its customers. Any intellectual property rights connected to the work results of the Employee when working on other projects connected to this contract are assigned to the Employer and may be transferred to other parties.

4.7 Any publication and interviews on the work performed in the context of this contract, have to be discussed and agreed upon in advance with the Employer.

Article 5: Leave and Absence

5.1 The Employee is entitled to paid annual leave at a rate of 25 leave days per annum (accrued at 2 days per month of service and 1 extra day in December). The Rwandan public holidays, of which the Employee is also entitled, are not included in these days.

5.2 Leave will be taken in consultation with the Managing Director. Applications for this leave will be submitted timely to the Managing Director for approval. However, the Employer shall

reserve the right to recall from leave or cancel leave if and when exigencies of work require. In this case, the Employee shall be entitled to a compensatory leave equal to the number of the recalled days.

5.3. The Employer reserves the right to declare company holidays during which operations of the company cease. Prior to such a decision the Employer will consult the Employee. The days of the company holidays may be defined as mandatory vacation days by the Employer for some or all Employees. These mandatory vacation days reduce the total amount of annual leave days in the same way as leave days that were taken upon application by the Employee.

5.4 Leave balances not taken by 31 December of any year can be carried forward to the next calendar year.

5.5 In case of illness or accident, the Employee will immediately inform the Managing Director. Absence for medical reasons lasting more than two working days per month will have to be documented with an assessment by a registered Medical Practitioner.

5.6 In case of continuous period of undocumented absence for 3 consecutive working days, the employment hereunder can be terminated by the Employer without requirement for notice.

5.7 The Employee may be requested by the Employer to produce a medical certificate signed by two further medical doctors in case he is required to take a sick leave that goes beyond 15 days.

5.8 The maximum duration of paid sick leave is three months throughout a year. After that period the Employee is not entitled to sick leave anymore, instead he is only entitled to a non-payable work suspension for up to three months.

Article 6: End of contract

6.1 Both parties can terminate this contract with a notice period of one month.

6.3 The Employer may terminate without notice or compensation in case gross misconduct as specified under Rwandan labor law, especially Ministerial Order N° 002/19.20 OF 17/03/2020.

6.4 In the event of a termination the Employer can release the Employee from work in order to satisfy possible entitlements to residual leave or other entitlements to compensation with leisure time. In addition, the Employer is entitled to release the Employee from work in full or in part in the event of a termination until he leaves the company with the continued payment of the salary insofar as its interest herein outweighs that of the Employee in the further occupation.

6.5 Upon termination the Employee is obliged to return any equipment they received and ensure due transfer of access rights to tools used in the context of their work to other

Employees that have been assigned by the Employer. The Employee will ensure to deactivate any own login credentials connected to their work for the Employer and to delete, destroy or return any data, code and other information they have in their possession.

Article 7: General provisions and applicable law

7.1 Everything which is not expressly provided for in this contract shall be governed by the laws of Rwanda.

7.2 Should one provision of this contract be or become invalid in full or in part this shall have no effect on the validity of the remaining contract.

7.3 Any notice to be given by a party under this contract must be in writing or via email.

7.4 Any claims arising from this contract that are not raised in writing or via email within one month after the end of this contract, become void. With the exception of cases, where Rwandan law contains mandatory rules that provide for a longer validity of claims.

7.5 No amendment, alteration or waiver of this contract or its performance shall be binding unless reduced to writing and signed by the Employee and the duly authorized representative of the Employer.

Employee:

Kigali,
place, date, **First Name Last Name**

Employer:

Kigali,
place, date, Kimon Haars as Managing Director of KB21 Ltd.