



...the future starts here.

RAADAA PARTNERS INTERNATIONAL LTD

Office: 2nd Floor, Suite B12, Peace Plaza A, Plot 481, No. 35, Ajose Adeogun Street, Utako District, Abuja, Nigeria

info@raadaa.com

raadaa.com.ng

+2348037395286

Dear Michael Gabriel H,

12 May 2023

EMPLOYMENT OFFER FOR A SOFTWARE DEVELOPER POSITION (Full Stack)

I am pleased to offer you employment in the position of a Software Developer with us at Raadaa on the terms and conditions set out in this letter.

1. Start Date/Terms

- Your start date will be Monday 15 May, 2023.
- Your employment will be full time
- You will be required to perform the duties set out in this letter, and any other duties that maybe assigned to you in line with your skills, training and experience.

Job description

As a Software developer you will be required to among other things

- Write well designed, testable, efficient code by using best software development practices
- Create website layout/user interface by using standard HTML/CSS practices
- Integrate data from various back-end services and databases
- Gather and refine specifications and requirements based on technical needs
- Create and maintain software documentation
- Be responsible for maintaining, expanding, and scaling our sites
- Stay plugged into emerging technologies/industry trends and apply them into operations and activities
- Cooperate with web designers to match visual design intent

2. Ordinary hours of work

- Your ordinary hours of work will be 45 hours per week, plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the employer.
- Your official working hours are from 8:00 AM to 5:00PM (Mondays to Fridays) and any other reasonable time as may be required.
- Strict compliance with policies pertaining to work hours is expected. These policies and regulations will be duly made clear and communicated, through policy statements and other appropriate communications as they develop, and stringent measures will apply in situations of default.

3. Remuneration

- You are offered a salary of **2,040,000.00 (Two Million, Forty Thousand Naira Only) per annum at N170,000.00 (One Hundred and Seventy Thousand Naira Only) per month.**
- Your remuneration may be reviewed and be increased at the employer's discretion and based on your deliveries.

4. Your obligations to Raadaa

You will be required to:

- Perform all duties to the best of your ability at all times;

- Adhere strictly to timeline in your tasks deliveries, update your work report on the Jirah platform or on any other platform designated for work reporting,
- Use your best endeavours to promote and protect the interests of the employer; and
- Follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment, but will always be made clear through appropriate policy and regulations documents and media that will be made available to you from time to time.

5. Termination of employment

- Raadaa reserves the right to terminate this appointment any time it becomes unavoidably necessary.
- Whenever you wish to terminate your employment, you are required to provide the employer with prior notice of at least three weeks.
- In a situation where you decide to resign at shorter notice, or in any case immediately, you will be required to forfeit the applicable salary for the month in which you are leaving and in a situation where you have already received payment for the said month, you will be required to return the sum received; and it is to be understood that measures including legal actions would be employed to ensure compliance when necessary.

6. Confidentiality

By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures. You also agree not to make any comment or engage in any activity that would damage the reputation of the organisation during your stay.

To accept this offer of employment, please return a signed and dated copy of this letter to me before Friday 19 May 2023.

Congratulations.

Best Regards,



**Godwin O. Obekpa,
General Manager,
Email: godwin.obekpa@raadaa.com**

I have read and understood this letter and accept the offer of employment from Raadaa Partners International LTD on the terms and conditions set out in the letter.

Signature:

Printed Name: _____

Date:

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Non-disclosure Agreement (this "Agreement") is made effective as of 12th May 2023 (the "Effective Date"), by and between Raadaa Partners International LTD (the "Disclosing Party or Company") represented by **Mr. Godwin Obekpa**, located on the 2nd Floor, Suite B12, Peace Plaza "A" Plot 481, No. 35, Ajose Adeogun Street, Utako District, Abuja, Nigeria, and Mr. **Michael Gabriel H** (the "Recipient").

For the optimal performance of the Recipient as an employee of the Disclosing Party. Proprietary and confidential information will be disclosed between the parties. The Disclosing Party has requested and the Recipient agrees to protect the confidential and proprietary material and information which may be disclosed between the Disclosing Party and the Recipient. Therefore, the parties agree as follows.

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Disclosing Party, whether or not owned or developed by the Disclosing Party, which is not generally known other than by the Disclosing Party, and which the Recipient may obtain through any direct or indirect contact with the Disclosing Party. Regardless of whether specifically identified as confidential or proprietary. Confidential Information shall include any information provided by the Disclosing Party concerning the business, technology, and information of the Disclosing Party and any third party with which the Disclosing Party deals with, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include: matters of public knowledge that result from disclosure by the Disclosing Party;

- Information rightfully received by the Recipient from a third party without a duty of confidentiality;
- Information independently developed by the Recipient;
- Information disclosed by operation of law;
- Information disclosed by the Recipient with the prior written consent of the Disclosing Party, and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort, and expense and that the Confidential Information is a valuable, special, and unique asset of the Disclosing Party which provides the Disclosing Party with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- a. **No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party.
- b. **No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party.
- c. **Unauthorized Use.** The Recipient shall promptly advise the Disclosing Party if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- d. **Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees/volunteers/contractors/others of the Disclosing Party, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Disclosing Party.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential

Information in whole or in part. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. During the term of this Agreement, Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Disclosing Party to Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party. If such circumvention shall occur the Disclosing Party shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Disclosing Party, the Recipient shall return to the Disclosing Party all written materials containing the Confidential Information. The Recipient shall also deliver to the Disclosing Party written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. NON-COMPETE COVENANT. For a period of 5 years after the effective date of this Agreement, the Receiving

Party will not directly or indirectly engage in any competitive business including, but is not limited to: -

- a. Soliciting any of the proprietary information with the intent of copying or undermining the current agenda of the Disclosing Party
- b. Becoming an employee or contractor of any third party that is engaged in such solicitation or replication of proprietary ideas of this project.
- c. Becoming a consultant to a competitor with the intent to undermine the work of either party as it relates to specific initiatives or projects

The Disclosing Party agrees that this non-compete agreement will not adversely affect the Receiving Party's livelihood.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an

"AS IS" basis. THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE

CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY

BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR

ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The

Disclosing Party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Disclosing Party and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Disclosing Party, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

IX. REMEDIES and ATTORNEY'S FEES. The Disclosing Party may pursue any and all remedies available to it and the pursuit of one remedy will not be deemed to exclude any other remedies, including, but not limited to recovery of damages and reasonable attorney's fees. The Disclosing Party shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions contained in this Agreement. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

X. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive 5 years from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be governed by, construed, and enforced solely and exclusively in accordance with the laws of the Federal Republic of Nigeria. All disputes under this Agreement must be brought solely and exclusively in the state courts and the Federal courts located in Nigeria, the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. This Agreement may not be amended except by a writing signed by both parties.

XI. SIGNATORIES. This Agreement shall be executed by **Mr. Obekpa, Godwin, General Manager**, on behalf of Raadaa Partners Int'l LTD, and **Mr. Michael Gabriel H** and delivered in the manner prescribed by law as of the date first written above.

Disclosing Party: Mr. Ezugwu, Chigozie Founder/CEO Raadaa Partners Int'l LTD Date: 12/05/2023

Signature: _____

Printed Name: _____