



10 January 2022

Ugwu James

07 Asajon Way,

Ajah,

Lagos, Nigeria.

Dear James,

EMPLOYMENT CONTRACT

Further to your application and subsequent discussions with us, we are pleased to offer you a six-month contract for the position of **Software Developer** in Avvy Technology Limited (“**The Company**”). This contract shall be reviewed and renewed Bi-annually under the following terms and conditions outlined in the contractual agreement attached with effect from **17th of January 2022**.

At Avvy, our Customers are first. Similarly, our People are the pilot to ensuring customers are well catered for and as such the most valuable assets to us at Avvy. We strive to attract the most talented people who bring the necessary skills to help us achieve our distinct vision - and indeed you seem to be a great fit.

Equally important is that Avvy team members share the Company's desire to build a fun place of work where team members take an ownership approach to their work and maintain a strong work ethic. At Avvy we are building a culture in which all individuals are heard, respected, and treated fairly regardless of level.

We believe you will have the opportunity to make meaningful contributions to the Company, based on our discussions with you, and develop a fruitful career at Avvy. Please find attached/ below the terms and conditions of your employment (“Terms of Engagement”)

Congratulations on choosing to join our team. We look forward to hearing back from you, favourably.

Yours faithfully,

For: Avvy Technology Limited

Jubril Juma, Head of Business Development



TERMS OF ENGAGEMENT

Your employment will be subject to the following terms and conditions:

1. COMMENCEMENT OF EMPLOYMENT Your employment shall be deemed to have commenced on the 16th of August, 2021. You will be based in Lagos and report to the Chief Technology Officer.

2. SCHEDULE OF DUTIES Your schedule of duties shall be as contained in the job description for your role, as directed by Senior Leadership; and any other duties that may be assigned to you from time to time by Management. Please note that your services may be required in any section, unit or company within the Avvy Group and in any location where the Group companies may be operating.

3. HOURS OF WORK The hours of work shall be 8:00 am to 5:00 pm (9 hours per day) Monday to Friday with 1 hour break time. As the need arises, your attendance may be regulated to suit the duties entrusted to you from time to time. You shall not at any time be absent from work without authorization.

4. REMUNERATION Remuneration will be paid on the 29th day of every month. See breakdown below

Annual gross	₦ 3,000,000.00
Data Allowance	₦ 330,000.00
<i>Deductions</i>	
<i>PAYE</i>	₦ 30,000
Monthly Net	₦ 275,000

5. PROBATION & CONFIRMATION This employment is offered on a probationary basis for the first 3 months. During this period, either party can terminate the employment by giving two weeks' notice or payment of two weeks' basic salary in place of notice. Your employment with the Company will be confirmed subject to the following:

- Receipt of satisfactory references and background checks.
- Successful performance during this period of probation.

The Company reserves the right to extend your probation should your performance not be satisfactory.

After confirmation either party shall be required to give one-month notice or pay a one-month basic salary in lieu of notice, to terminate the contract.

During the probationary period, you will go through a trial period review to get confirmed. Then upon confirmation, a salary review may be done after evaluating your overall performance.

6. INFORMATION SUPPLIED (GOOD FAITH) This letter of employment is provisional and has been



issued in good faith and based on information supplied/representations made to us during the recruitment process. Kindly note that any material falsification of information facts or documents would render this letter and the underlying contract void. Your Guarantors are expected to write letters of indemnity to the company against any act of misconduct on your behalf.

7. TERMINATION/ CESSATION The Company reserves the right to terminate your appointment summarily, i.e. without notice or payment in lieu of notice in the event of any of the following:

- If, in the opinion of the Company, you are found guilty of insubordination, gross negligence of duty, dishonesty, embezzlement and acceptance of any commission or discounts etc. from any merchant or outsider or placing personal consideration of any nature above the Company's interest.
- Continuous breach of the terms & conditions of this employment as contained in the Standard Operating Procedure/ Company Memos and subsequent company policies
- Your commission, collusion in or concealment of any form of fraud or other activity which materially prejudices the interests of the Company
- The conviction of any criminal offence involving dishonesty or violence by a court of law You may terminate the employment in whatever circumstance by giving one month's notice provided that:
- The Company shall have the right to require the employee not to attend work or to carry out any duties for the Company during such notice period;
- The employee shall fully hand over all ongoing projects and tasks to such persons as the Company shall appoint, during the period of notice.

All other provisions of these Terms shall continue in full force and effect during the notice period, including without limitation the right of the employee to be remunerated hereunder. Where the employee does not comply with the provisions above, the employee shall forfeit a one-month salary.

8. CONFIDENTIALITY You will before or after the termination of this agreement:

- I. Not communicate, discuss or divulge or cause to be discussed, communicated or divulged to any person, firm or company any information related to the trade or affairs of the Company or the production and distribution of any goods by the Company or the plans, process or methods of or incidental to the same of the Company or any particulars or information of the terms of any contract agreement or arrangement (s) between the Company and any of its associated companies or with any third party or make extracts from documents of the Company.
- II. Not use any Confidential Information for your benefit or the benefit of any third party or in a manner which could be detrimental to the company; and
- III. Do everything reasonably within your power to prevent the improper use, disclosure or communication of any Confidential Information. For this Agreement "**Confidential Information**" means any information, in any medium or format of a confidential nature whether marked "confidential" or not including, but not limited to, information which you received from the firm either directly or from any other person relating to the business, operations, dealings, affairs, finances, accounts, strategies and methods of the company or created by the employees, partners, clients or suppliers of the company. Confidential Information will not apply to any information which is in the public domain through no breach of obligation by you or which you are ordered to disclose by a court of competent jurisdiction.

You will be required to sign the Company's confidentiality agreement upon assumption of duty. The content of this letter is marked private and confidential and should be kept as such. You are not to



reveal the content of the reward section of this letter or the attached statement to a third party.

9. NON-SOLICITATION Upon acceptance, you agree to not solicit, either directly or indirectly, any employee of the Company to leave his/her employ with the Company; and agree not to solicit, either directly or indirectly, the business of any client and/or customer of the Company. The penalty faced if this clause is breached would be a fine of no less than *NGN 5, 000, 000*.

10. INTELLECTUAL PROPERTY You acknowledge that all Intellectual Property Rights in any Document, Material, Work or Invention you produce or create in the course of your employment or which relate to or are reasonably capable of being used in the business of the company will automatically on creation vest in the Company absolutely and you undertake not to at any time whether during or after the termination of these Terms take away, remove, delete or destroy or howsoever deal with in a manner inconsistent with the proprietary rights of the Company. You irrevocably waive any moral or legal right against the Company which you have or will have in any existing or future document, material or work.

11. DISPUTE RESOLUTION Where it appears that the parties are unable to amicably resolve any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of these Terms within 30 days of the service of the notice or a longer period as the parties may agree, the aggrieved party may seek redress in court. The courts with competent jurisdiction under the laws of the Federal Republic of Nigeria shall exercise jurisdiction in any matter arising out of these Terms.

12. ACCEPTANCE These Terms supersedes and replace any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the **Company** and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. These Terms may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

Kindly endorse the attached copy of this letter as an acknowledgement and acceptance of the terms herein stated and return the endorsed copy to the undersigned within 48 hours of receipt, unless this offer will be termed void.

Thank you and congratulations on your new appointment. We wish you a successful and rewarding career with the Company.



Yours faithfully,

For: Avvy Technology Limited

A handwritten signature in blue ink, appearing to read 'Jubril Juma', is written over a light blue horizontal line.

Jubril Juma, *Head of Business Development*

ACKNOWLEDGEMENT

I accept the terms of employment stated above and agree to abide by the rules and regulations of the Company.

Date

Signature:

Name: