**CONTRACT OF EMPLOYMENT**

This document contains the principal contractual terms and conditions of your employment and includes the particulars required to be given to you according to the Employment Law of Rwanda.

Date: 25 February 2022

1. **Name of Employer**

ZEOLF Technologies Ltd.

Kk 31 Ave

Kigali, Rwanda

TIN:

2. **Name and Address of Employee**

Joe KALISA

ID/Passport:

3. **Title of Job/Nature of Employment**

i. The Employee is employed as an animator. His responsibilities include creating animated content for either the ZEOLF Technologies ltd or clients. He will report to the CEO and work with the CTO.

ii. The Employee is regarded as personally responsible for any equipment , cash,

goods, or materials under his control. Any such items remain the property of the Company and he is required to return such items to the Company immediately when his employment comes to an end.

iv. The Employee shall be provided with the necessary equipment and utilities to the Employee for him to carry out his duties. If the Employee is requested to use his personal equipment, he will be compensated for it separately.

4. **Place of Employment**

The Employee's normal place of employment is the Head Office of ZEOLF Technologies Ltd at a manufacturing plant section in Kigali, Rwanda. The place of employment might include other locations under ZEOLF Technologies or partnering companies.

5. **Salary and when payable**

The Employee will be paid the following salary net of all taxes and social security contribution for each month he is engaged with the company.

● 50, 000 RWF per month net.

● The company pays the Payee and RSSB health insurance.

● The company covers the lunch meal for the employee on workdays when the employee is working.

The employee will be paid on the 25th day of each month. For each year of completed employment, he shall receive an adjustment for the previous year’s inflation as communicated by the Government of Rwanda.

6. **Contract duration and hours**

The Employee's working hours are 40 hours per week (8h/Day), from 9 AM to 5 PM although sometimes an employee might be requested to accomplish tasks during the weekend or after working hours. In that case, the employee will be paid extra.

7. **Holidays and Holiday Pay**

The Employee will be entitled to a paid holiday period of 14 days in a year.

**8. Compassionate Leave and Sick Leave**

In cases of emergencies or bereavements, the Employee has the right to the following compassionate leave:

● Death of a member of the immediate family: 5 days

● Death of a member of extended family: 1 day

● Serious accident or illness of a member of the immediate family: 2 days

The Employee has the right to paid sick leave, but to qualify, he must present a certificate from a medical doctor within 2 days. The Company is not obliged to compensate for sick days after the first two when such a certificate is not presented. When the sick leave goes beyond 15 days, the Company may request a certificate signed by three medical doctors.

9. **Termination of Employment and Notice Thereof**

Both Employee and Employer shall observe the following notice periods in case of termination of this contract:

● 1-month notice

The Employer may only terminate the contract for reasons set out in the Labour Law of Rwanda, while the Employee may terminate the contract without giving a justification as long as the notice period is respected.

10. **Health & Safety**

The Employee should take all practicable steps to ensure his safety while at work and that no action or inaction by the Employee while at work causes harm to any other person.

11. **Summary Termination and Suspension**

The company may, without prejudice to any other right or remedy that the Company may have against the Employee terminate the Employee's employment summarily by notice in writing if:

i. He is guilty of any gross misconduct or other conduct prejudicial to the interests of the Company or an Associated Company; gross incompetence, or default; or commits any serious or [after written warning] persistent breach or non-observance of any of his obligations in this Agreement; or

ii. He becomes incapacitated by illness or injury for a continuous period of six [6] months

12. **Confidentiality**

i. The Employee undertakes that he will not, either during the period of his employment by the Company (or any Associated company), and subsequently, without obtaining the prior written consent of the Board, disclose to any third party any confidential information of the Company or any Associated Company, or any of their trade secrets, data, dealings or transactions whatever that may have, or any of their trade secrets, data, dealings or transactions whatever that may have come, or may come to his knowledge during his employment or previously, which include (but are not limited to) the following matters:

a. Lists of actual or potential customers of, or suppliers to, the Company or any Associated Company and any other information collected by the Company or any Associated Company in relation to those customers or suppliers;

b. New products or services to be sold or supplied, or proposed to be sold or supplied, by the Company or any Associated Company;

c. The Company's or any Associated Company's pricing policies and private terms of business relating to customers and suppliers;

d. The dealings or transactions or other business affairs (including, but not limited to, finances and management accounts) of the Company and its Associated Companies;

e. Any information to which the Company or any Associated Company has access only by virtue of an obligation of confidence to any third party.

The matters referred to (generally or specifically in this Article 14 (i) are collectively defined as "Restricted Information".

ii. The Employee undertakes that during the period of his employment by the Company (or any Associated Company), and subsequently, without obtaining the prior written consent of the Board, he will not use his personal knowledge of or influence over any customers, clients, suppliers or contractors of the Company (or any Associated Company), to take advantage of the trade or business connections of any of those companies.

iii. The Employee must not remove any documents or tangible items which belong to the Employer or which contain any confidential information from the employer's premises, at any time without proper authorization.

iv. The Employee must return to the Employer upon request and, in any event, upon the termination of their employment all documents and tangible items, which belong to the Employer or which contain or refer to any confidential information and which are in the Employee's possession or under his control

**13. Non-Competition**

The Employee agrees that while being an Employee of the Company and for the 12 months following the cessation of being an Employee, he will not engage in the following, alone or together with others:

a) Undertake, plan, organize or otherwise be involved in any activities that may be considered competing with the current or anticipated activities of the Company in the geographical area within with the Company carries out its normal business, or intends to expand its business to;

b) Undertake, plan, organize or otherwise be involved in any activities that may be considered to conflict with the best interest of the Company, including:

a. Inducing a Shareholder, director, officer, or employee to leave the Corporation;

b. Interfering with the Company’s relationship with the Shareholders, directors, officers, or employees of the Company;

c. Diverting or attempting to divert any business that the Company is enjoying, soliciting, or attempting to solicit.

14. **Collective Agreements**

These terms and conditions of employment are not affected by any collective agreements.

15. **Deductions from Salary**

The Employer reserves the right in its absolute discretion, and the Employee hereby authorizes the Employer, to deduct from the Employee's pay any loans made to the Employee by the Employer, which the Employee may owe to the Employer.

16. **Acceptance of Gifts**

The Employee may not without the prior written consent of the Employer accept any gifts and/or favour of any kind from any customer, client, or supplier of the Employer or any prospective customer, client or supplier of the Employer.

17. **Governing law**

Rwandan law shall govern this agreement without reference to its principles of conflict of laws.

**Signed by**

Jean Sauveur Irakaram Jean de Dieu Ndayishimiye

CEO, ZEOLF Technologies Ltd Kaolin manufacturers