

AGREEMENT BETWEEN FLUX TECHNOLOGY AFRICA AND OLUWA TOSIN EBENEZER AYOOLA

**Prepared by
ALFA ABDULARAZAQ ESQ.**

**Alfaraz and Co.
Legal Practitioners,
Alhal House PlotC31
Sultan Dasuki Road,
Phase2, Site2
Kubwa Abuja.**

THIS AGREEMENT made as of the _____ day of _____, 2019,
between

Flux Technology Africa a company incorporated under the laws of the Federal Republic Of Nigeria
with **BN 2581814**.

and having its principal place of business at **30B2 Remi-fani Kayode Ikeja GRA, LAGOS. Flux
Technology Africa;**
and Joshua Ohimai-Uzebu.

WHEREAS Flux Technology Africa desires to obtain the benefit of the services of Tosin Ayoola
, **and Tosin Ayoola** desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the

sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Recruitment/Contract:

Tosin Ayoola agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, **Tosin Ayoola** shall comply with all Flux Technology Africa's policies, procedures, rules and regulations, both written and oral, as are announced by the Flux Technology Africa's team from time to time. It is also understood and agreed to by **Tosin Ayoola** that his assignment, duties and responsibilities and reporting arrangements may be changed by the Flux Technology Africa in its sole discretion without causing termination of this agreement.

2. Position Title:

As a developer, **Tosin Ayoola** is required to perform the following duties and undertake.

the following responsibilities in a professional manner.

(a) Manage creation and execution of deliverables:

- Develop, debug, maintain projects to scope of projects, creative input and coding where necessary.
- Identify tasks and resources to create master projects and projects plan.
- Identify milestones, dependencies and issues to manage throughout the process.
- Coordinate efforts across communications disciplines to ensure deliverable dates are met.

(b) Vendor management:

- Use or Suggest professional approach to meet project criteria.
- Brief vendor to develop creative content (e.g., copy, artwork, concept development, layout, format, etc.) and timeline.
- Reviews and selects concepts to ensure established criteria (e.g., cost effectiveness, brand alignment, channel, etc.) are met.
- Completes review process with stakeholders, legal and management through final approval.
- Manages vendor performance and resolves issues to mitigate project risks.
- Manages project based on budget.

(c) Content maintenance:

- Coordinate content integration to leverage content across audiences and channels
- Manages updates to existing projects where necessary.
- Proactively manage projects urgent needs where necessary.

(e) Other duties as may arise from time to time and as may be assigned to the team.

3. Compensation

(a) 1% Equity

(b) Percentage profits on paid contracts worked on by the team under Flux Technology Africa

(c) Allowances

(e) Access to accommodation

As full compensation for all services requested by Flux Technology Africa, Tosin Ayoola has 1%

equity on each product developed (in respect to partnership with Teksight Edge) under this contract /partnership, along with a percentage profit of each paid contracts worked on under

Flux Technology Africa (Lagos Team) and shall be paid a certain amount of monthly Allowance of (NGN30,000).

The allowances mentioned in paragraph (3)(c) shall be review on an annual basis.

4. Laws

This agreement shall be governed by the laws of the Federal Republic Of Nigeria.

5. Independent Legal Advice

Tosin Ayoola acknowledges that **Flux Technology Africa** has provided the Tosin Ayoola with a reasonable opportunity to obtain independent legal advice with respect to this agreement.

6. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the agreement/contract of Tosin Ayoola by **Flux Technology Africa** & shall be amended or modified only by written instrument signed by both of the parties hereto.

7. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF Flux Technology Africa has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Tosin Ayoola

Signature

WALTER ISOKO

CEO Of Flux Technology Africa



Signature