# CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is entered into this \_\_ day of May, 2023.

BETWEEN

ShepherdTutors Inc, (hereinafter referred to as the “**Company**”, which expression shall where the context so permits, include its successors-in-title and assigns), of the one part;

AND

Oluwatobi Olufemi of ADDRESS (hereinafter referred to as the “**Employee**”, which expression shall where the context so admits, include his/her successors-in-title, assigns and personal representatives) of the other part.

The Company and the Employee are referred to, in this Agreement, collectively as the "**Parties**" and individually as a "**Party**"

WHEREAS:

1. The Company is desirous of engaging the services of Oluwatobi Olufemi as its Fullstack developer subject to the terms and conditions herein specified.
2. The Employee has presented to the Company that he/she possesses the requisite expertise and skill for the position of Fullstack developer and is willing to act as such.

NOW THEREFORE, in consideration of the mutual promises set forth, the Parties agree as follows:

## Term

## The Company hereby agrees to employ the Employee, and the Employee hereby agrees to serve the Company, subject to the terms and conditions of this Contract (the “Employment Period”), unless and until this Contract is terminated in accordance with the provisions of Section 8 hereof

## This Contract begins on 05/31/2023

## The first one (1) month of the Employment Period under this Contract are agreed to constitute a probationary period (the “Probationary Period”) during the Employee shall be deemed a ‘contract staff’ and the Company shall have the opportunity to assess the suitability of the Employee’s performance, knowledge, skills, behaviour and conduct. At any time during the Probationary period, the Company may terminate the Employee’s employment, on the grounds of unsuitability without providing any working notice or payment in lieu thereof.

## The Company reserves the sole right to extend the Probationary Period to further determine the Employee’s performance, behaviour, skill and knowledge.

## For the avoidance of doubt, the Company shall not be liable to remit any out-goings to any authority on the Employee’s behalf during the Probationary Period including but not limited to taxes, pension, insurance and employee contributions.

## Where the Company is satisfied with the Employee’s performance during the Probationary Period, the Employee shall receive a Letter of Confirmation, the date on which shall serve as the Effective Date in the determination of the Employee’s employment.

## 

## Employee’s Duties And Responsibilities

## During the term of this Contract, the Employee shall perform such services as may be required and such other duties relating to the business of the Company and such other duties relating to the business of the Company.

## The Employee’s duties, functions and responsibilities shall include but not limited to the following:

## Developing and maintaining the Tutor Marketplace, Student Dashboard, Tutor Dashboard: This would be a dashboard for tutors to monitor earnings, offers, and update their marketplace profiles as described by the Company

## Using React Native to develop iOS and Android apps

* 1. The Employee shall abide by the Company’s rules, regulations, instructions, personnel practices and policies as may be adopted by the Company from time-to-time.
  2. The Employee shall devote the highest degree of skill and care, to the business and affairs of the Company and the promotion of the Company’s interests.

## Remuneration

## Subject to Clauses 1.3 and Clause 1.4 above, and in accordance with the provision of Clause 1.5 above in relation to the Probationary Period, the Company shall pay the Employee the gross sum (before tax and other deductions) of USD $1,700 or NGN 1,300,000 only per month - whichever is lower, (which shall be payable in bi-monthly installments except in early termination which shall be pro-rated by day) for the duration of the Probationary Period (“Probation Salary”). The Probation Salary shall be the full, final and total compensation for the Employee during the Probationary Period.

## Subject to Clause 1.2, upon start at Early start date allowance of NGN 200,000 to be paid along first payment installment in 3.1 and to be deducted from outstanding unpaid salary, or refunded by Employee if contract is terminated during probation period or employee leaves within a 3 months period

## Upon confirmation of the Employee’s employment and receipt of the Letter of Confirmation as provided in Clause 1.6 above, the Company shall pay to the Employee during the continuance of his/her employment with the Company, the sum of USD $1,700 per month NGN 1,300,000 only per month being the fully monetized gross base compensation (“Gross Base Salary”)

## The Gross Base Salary shall be subject to any deductions required under applicable law for withholding and income tax purposes, which deductions and withholdings shall be paid over, on behalf of the Employee, to the appropriate tax authority (subject to the provisions of Clause 1.5 under the Probationary Period). Said Gross Base Salary shall be payable in twenty four (24) bi-monthly installments, each installment being deemed to accrue rateable from day to day in arrears and shall be paid not later than the 30th day of each month.

## The Employee shall be reimbursed for all reasonable travel, hotel, entertainment and other expenses properly and necessarily incurred in the discharge of the Employee’s duties and subject to the production of receipts or other appropriate evidence of payments.

## Annual Leave

## During each year of the term hereby created (or of a renewed or extended term), the Employee shall be entitled to twenty (20) working days paid leave/holiday.

## This annual leave, which shall be in addition to all statutory and or declared public holidays, will be taken at times convenient to the Employee but with due regard to the demands of the Company’s business.

## The Employee will also be entitled to unlimited sick leave each year. Provided that where the sick leave passes ten (10) days at a time, the Employee may (at the request of the company) be required to provide medical evidence to support a request for continuing sick leave at that time.

## Assignment

## The Company may, in its sole discretion, assign this Agreement to any entity that succeeds to some or all of the business of the Company through merger, consolidation, or sale of some or all of the assets of the Company, or any similar transaction.

## The Employee acknowledges that the services to be rendered to the company are unique and personal and there the Employee may not assign any rights or obligations under this Agreement.

## Restrictive Covenants

## The Employee shall not, without the prior written consent of the Company, during or at any time after the period of the Employee’s employment, use for himself or others or disclose to others any proprietary of confidential information that the Employee obtained as a result of his/her Employment and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. This restriction shall continue to apply after the termination of this contract without limit in point of time, but shall cease to apply to information that has come into the public domain.

## Employee agrees that for a period of twenty-four (24) months from the date of termination of the Employee’s employment with the Company, the Employee shall not directly or indirectly as employer, employee, principal, agent, partner, member or shareholder or otherwise solicit business from any client or investor of the Company, at the time of termination.

## Employee agrees that, for the period of Employee’s employment with the Company, and for the period of twenty-four (24) months after the date Employee’s employment ends for any reason, including but not limited to voluntary termination by Employee or involuntary termination by the Company, Employee will not, directly or indirectly, be employed or retained by or render advisory, consulting or other services in connection with any business enterprise or person that is engaged in a business competing directly with the Company and will not, directly or indirectly, be financially interested in or engage in a business competing directly with the Company.

## In the event of the termination of the Employee’s employment for any reason, Employee shall immediately deliver to the Company: (i) all Company property within Employee’s possession, custody or control including, without limitation, any credit cards, cellular phones, computer equipment and software; and (ii) all written documents and computer records (including all copies) containing or relating to any Confidential information of the Company.

## A breach of any of the covenants contained in 6.1 – 6.4 above shall constitute a material breach of this contract and the Company shall be entitled to seek any appropriate remedy in this regard.

## Variation

## The terms and conditions contained herein will not be varied, altered or modified except by a written instrument duly signed by or on behalf of the Parties.

## Termination

## This Contract may be terminated by either party upon the delivery of not less than one (1) month’s written notice.

## In the event that the Company terminates this Contract prior to the expiration of the term specified herein or an extended term, pursuant to Clause 1, without giving the notice as specified in 8.1 above, the Company shall pay the Employee one (1) month salary in lieu of notice.

## In the event that the Employee terminates this Contract prior to the expiration of the term specified herein or an extended term, pursuant to Clause 1, without giving the notice as specified in 8.1 above, the Employee shall pay the Company one (1) month salary in lieu of notice.

## In the case of a material breach of this Contract, or in case the Employee causes the Company financial loss through gross negligence or intentionally, the Company has the right to terminate the employment without notice.

## The Company shall not be under any obligation to make use of the Employee’s services during the period of notice but shall be entitled to request that the Services of the Employee be made available to the Company.

## Entire Agreement

## This Contract constitutes the entire agreement between the Parties and supersedes all prior memoranda, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements prior to making of this Agreement.

## Notices

## All notices and other communications hereunder shall be in be given to the other party by electronic mail as follows:

## Or to such other addresses as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

## Waiver

## Failure or delay on the part of any Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or atrial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## Counterparts

## This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party signing one of the counterparts.

## Severability

## In the event of any provision of this Contract be declared void, voidable, illegal or otherwise enforceable or irrelevant, such provision shall be read with such modifications as necessary to make it legal, valid and enforceable and in a manner that achieves the original intentions of the Parties.

## Dispute Resolution

## The Parties hereby undertake to use their reasonable endeavors to amicably resolve any dispute or misunderstanding that may arise between them, in relation to the terms of this Contract;

## Where the Parties are unable to resolve any dispute amicably within fourteen (14) days of holding consultations after a dispute arises, such dispute shall be referred to a single arbitrator appointed by the Chief Judge of the Federal High Court in accordance with the provisions of the Arbitration and Conciliation Act Cap. A18 Laws of the Federation of Nigeria (LFN) 2004. The decision of the arbitrator shall be final and binding on the parties and the unsuccessful party in any such arbitration shall be responsible for the payment of the arbitrator’s fees, except if the arbitrator directs otherwise;

## The arbitration proceeding shall take place in Lagos State, and shall be conducted in English Language.

## Governing Law

## This Contract and all matters incidental thereto shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the manner hereinafter appearing the day and year first above written.

THE COMMON SEAL of the within named Company

ShepherdTutors Inc.

Was affixed hereunto

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DIRECTOR** **DIRECTOR/SECRETARY**

SIGNED, SEALED and DELIVERED

By the within named

EMPLOYEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Olufemi Oluwatobi

In the presence of a witness:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# OWNERSHIP OF WORK PRODUCT AND INVENTIONS

I, Oluwatobi Olufemi hereby assign to COMPANY NAME (the “Company”) all intellectual property rights associated with any idea, concept, technique, invention, processes, works of authorship, confidential information or trade secrets, content including but not limited to (texts, trademarks, illustrations, photos, graphics, files, designs, arrangements etc.), code base/source codes:

1. developed or created by me, solely or jointly with others, during the course of performing work for or on behalf of the Company or any affiliate of the Company, or the predecessors of any such entities, whether as an employee or independent contractor;
2. that I conceive, develop, discover or make in whole or in part during my employment with the Company that relate to the business of the Company or any affiliate of the Company or the actual or demonstrably anticipated research or development of the Company or any affiliate of the Company;
3. that I conceive, develop, discover or make in whole or in part during or after my employment with the Company that are made through the use of any of the equipment, facilities, supplies, trade secrets or time of the Company or any affiliate of the Company, or that result from any work you perform for the Company or any affiliate of the Company; or
4. Without limiting the foregoing, to the extent possible, all software, compilations and other original works of authorship included in the Work Product will be considered a work made for hire.

Notwithstanding the foregoing, if for any reason I retain any right, title or interest in or relating to any Work Product, I agree to promptly assign in writing and without any requirement of further consideration, all such right, title, and interest to the Company. Upon request of the Company at any time during or after the employment period, I will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this Agreement.

The Company owns the intellectual property rights and codebase of all projects executed by me while working for the Company and I shall not disclose the infrastructure, code base/source codes to any party on engineering development projects with ShepherdTutors Inc. after disengaging as an employee.

Further, I will not transfer, any of the software, source codes used and developed for the Company to any third party in my personal capacity without the explicit written permission of the Company.

It is prohibited to integrate in whole, or in part, any of the source codes / code base into other software programs or to use them by any other means.

SIGNED, SEALED and DELIVERED

By the within named

EMPLOYEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Oluwatobi Olufemi

In the presence of a witness:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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