

Consulting Agreement

This Consulting Agreement (the “**Agreement**”) is made effective as of Dec 1, 2023 (the “**Effective Date**”), by and between Africa Code Academy Inc., (“**Company**”), and Consultant (“**Consultant**”).

ARTICLE 1

Definitions

The following terms used in this Agreement shall have the meanings assigned to them below. All other terms have been defined throughout the Agreement.

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| “Company Materials” | means any materials owned by Company or used by Company under licence which the Company provides or gives access to the Consultant in connection with the Consultant’s provision of Services. |
| “Deliverables” | means any works of authorship, products, materials, designs, graphical works, images, photographs, videos, texts, drawings, discoveries, inventions, logos, visual identities, names, slogans, research, processes, systems, programs (including software programs), formulae, component lists, content, scripts, records, software (whether in object or source code form, including back end and front end), technologies, applications, firmware, developing tools, platforms, operating and training manuals in relation to software, documentation in relation to the software, descriptive memorials, commented source codes, diagrams, flowcharts, technical data, databases, websites, instructions, brochures, documentation, catalogues, process descriptions, know-how, files, data, diagrams, charts, results, reports, information, technical information, technical specifications, functional, specifications, trade secrets, marketing materials, methodologies, ideas, concepts, models, plans, business plans, specifications, studies or other materials or innovations of any kind (in any medium) created or developed by the Consultant in the course of providing Services. |

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| “Intellectual Property Rights” | means all intellectual and industrial property rights in any part of the world, including but not limited to any inventions, patents, utility models, copyright or related rights, trade marks, trade names, business names, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, internet domain names, design rights, designs, industrial drawings, software, service marks, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and any other rights of a similar nature whether or not any of the same are registered or unregistered or capable of protection by registration, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future. |
| “Open Source Software” | means any software programs included in the Deliverables which are licensed under any form of open-source licence meeting the Open Source Initiative’s Open Source Definition (https://opensource.org/docs/definition.php). |
| “Third Party Materials” | means any code, libraries, programs, software, documentation, content or other materials proprietary to third parties, which are to be provided to Company without modification. |

ARTICLE 2

Engagement of Services

- 2.1 The Company hereby engages Consultant to render, as an independent contractor, the consulting services described in Addendum A hereto (“**Services**”) and such other services as may be agreed to in writing by the Company and Consultant from time to time. Consultant hereby accepts the engagement to provide consulting services to the Company on the terms and conditions set forth herein.

- 2.2 The Consultant undertakes to demonstrate utmost diligence, reliability and care for the interests of the Company in performing his duties ensuing from this Agreement, the generally binding legal provisions and other binding acts and principles as set forth by the Company and arising from the directions and rules of the capital group of the Company. The Consultant shall protect the interests and good name of the Company, and protect its property and keep as confidential all information the disclosure of which could be to the detriment of the Company. Consultant will perform Services faithfully, diligently and to the best of Consultant's skills and ability.
- 2.3 The Consultant cannot use for private purposes, without the prior written consent of the Company, any of the Company's property or equipment or Proprietary Information (as defined in Article 9 below) entrusted to the Consultant unless otherwise expressly provided in this Agreement.
- 2.4 The Consultant is an independent contractor and Consultant acknowledges and confirms that the Consultant shall not be an agent of the Company or have any authority to enter into contracts that bind the Company or create obligations on the part of the Company without prior written authorization of the Company. Further, the Consultant will not have the status of an employee of the Company, or be deemed as such, and shall not be eligible for any right or any benefits—including such rights and benefits that the Company may grant to its employees. The Consultant hereby expressly declines to participate in any any Company benefits.
- 2.5 The Consultant will use reasonable discretion in carrying out the Services and in determining the manner and means by which the Services are carried out, subject to compliance with all applicable laws and the directives of the Company's board of directors.
- 2.6 The Consultant may not delegate or subcontract any of its obligations relating to the Services without the express prior written consent of Company. With the Company's consent, the Consultant may, at Consultant's own expense, employ or engage the services of any employees, subcontractors, partners or agents as Consultant deems necessary to perform the Services (collectively, the "**Assistants**"). The Assistants are not and shall not be employees of the Company, and Consultant shall be wholly responsible for any work performed by the Assistants such that the Services are satisfactory to the Company. Consultant shall expressly advise the Assistants of the terms of this Agreement and shall require each Assistant to

execute and deliver to the Company, prior to the Assistant performing any Services, a Confidentiality and Intellectual Property Assignment Agreement that provides for: the protection, equivalent to Consultant's obligations under Article 8 of this Agreement, of Confidential Information; the disclosure, use, and assignment of Intellectual Property Rights in substantially the form Consultant is obligated under Article 7 of this Agreement (including, if necessary, the assignment of Intellectual Property Rights to Consultant such that Consultant can perform all its obligations under Article 7); and the application to the Assistant of all other obligations of Consultant and any rights and protections available to the Company under this Agreement.

2.7 The Consultant hereby agrees that the Company may collect, hold and process personal data relating to the Consultant (including sensitive personal data) for administration, accounting, taxation, compliance and management purposes and may, when necessary for those purposes, make such data available to its advisers, to its others within its related entities, to parties providing products and/or services to the Company and its affiliated entities, to regulatory authorities (including the tax authorities), to potential purchasers of the Company or of its business (on a confidential basis), to business contacts, and others as required by law. The Consultant's right of access, if any, to such data will be as prescribed by applicable law. The Consultant further understands and agrees that the above recipients of such data may be located outside the country in which the Consultant provides Services. To the extent that the Consultant may have access to the personal data of others (within or outside the Company) in the course of the Consultant's relationship with the Company, the Consultant also agrees that the Consultant will strictly comply with all applicable data protection laws, regulations and guidelines and any policies issued by the Company from time to time relating to data protection and privacy, and the Consultant acknowledges that the breach of any such rules may result in the termination of this Agreement.

2.8 While the Consultant is not restricted under this Agreement from offering services to other companies or entities in the market, the Consultant represents and warrants that he/she does not presently perform or intend to perform, during the term of this Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or products or services proposed or in development by

the Company during the term of the Agreement (except for those companies, if any, which are disclosed by the Consultant). If, however, the Consultant decides to engage in such an employment relationship, he/she agrees that, in advance of accepting such work, he/she will promptly notify the Company in writing, specifying the organization with which the Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, including the terms of the confidentiality provisions (e.g., Article 8. Confidential Information) contained in this Agreement and Addendum B: Confidentiality Statement, the interests of the Company or further services which the Company might request of the Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately. In no event shall any of the Services be performed for the Company at the facilities of a third party or using the resources of a third party. For the avoidance of doubt, this provision shall only be applicable during the term of this Agreement.

ARTICLE 3

Time, Place and Records of Performed Services

- 3.1 Consultant shall maintain complete and accurate records of the Services, including, the amounts invoiced and days and hours worked ("**Records**") if applicable.
- 3.2 Copies of the Records and a status report in such detail as Company shall reasonably require will be furnished to Company at such times and frequencies as Company may request.

ARTICLE 4

Fees

- 4.1 Whatever fees the Company owes to Consultant for performing the Services ("**Fees**") must be specified in an Addendum. The Company will only reimburse expenses that are specified in an Addendum or that an authorized Company representative approves in writing prior to being incurred. Otherwise, the Consultant will supply without charge all facilities, utilities,

equipment, supplies, personnel, information, rights, and other resources required to timely perform the Services.

- 4.2 Fees and other payments, such as expense reimbursements, will be paid pursuant to the terms as set forth in Addendum A.
- 4.3 The Company will not make deductions from any amounts payable to Consultant for taxes, social contributions, or any employment-related or other withholdings. Taxes in relation to Fees shall be the sole responsibility of the Consultant. Furthermore, the Consultant shall have full responsibility for compliance with all applicable laws, including labor and employment and tax requirements, with respect to the Consultant's self-employment, sole proprietorship or other form of business organization and with respect to any Assistants, including tax or withholding obligations, state worker's compensation insurance coverage, or immigration or visa requirements. The Consultant agrees to indemnify, defend and hold the Company harmless from any liability for any claims or penalties or interest with respect to such taxes, labor and employment, or other compliance requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any Fees paid to the Consultant or its Assistants or any liability related to the withholding of such taxes.
- 4.4 Other costs connected with rendering Services which are not specifically provided in this Agreement will be covered by the Company only if previously accepted in writing by the Company.

ARTICLE 5

Term of Agreement and Termination

- 5.1 This Agreement is entered into for an indefinite period of time.
- 5.2 The Consultant shall begin performing work on the Effective Date.
- 5.3 This Agreement may be terminated by each of the parties for whatever reason upon notice period of 10 days. ("**Termination for Convenience**").
- 5.4 For the notice period Company reserves the right to release Consultant from the obligation to perform Services, provided that the Consultant shall retain the right to Compensation and the Consultant hereby accepts such conditions.

- 5.5 Notwithstanding the foregoing the Company may terminate this Agreement for Cause. For the purpose of this Agreement the term “**Cause**” shall mean any of the following: (i) the theft from Company, dishonesty, fraud, deceit or falsification of any Company documents or records by Consultant (ii) repeated material breach of this Agreement whereby Consultant fails to perform Services or Consultant is unable to perform Services in accordance with Company’s instructions, providing that the Company has informed the Consultant about the breach with prior written notice (iii) factual non-performance of the Services for a period exceeding 30 days during a calendar year (iv) conviction of any criminal act (including any plea of guilty) also loss of driving licence or (v) enforcement of criminal or civil proceedings against Consultant for acting to the detriment of the Company.
- 5.6 Termination for Cause by the Company shall require no prior notice by the Company and may, at the Company’s election, be effective immediately.
- 5.7 Termination of this Agreement shall not affect the continuing validity of Articles 7, 8, 10, 11, and Addendum B hereof.

ARTICLE 6

Actions Upon Termination of the Agreement

- 6.1 The Consultant shall, upon dissolution, termination or expiration of the Agreement immediately deliver to the Company all the Deliverables already developed and all Company Materials and Proprietary Information, as well as any other properties belonging to the Company, including without limitation all correspondence, documents, specifications, papers and all databases, discs or tapes or software storage media which may be in the Consultant’s possession or under his control (including such as may have been made or prepared by or have come into the possession or under the control of the Consultant) and relate in any way to the business or affairs of the Company or any client of the Company. The Consultant shall not, without written consent of the Company, retain any copies thereof.
- 6.2 On termination of the Agreement, the Consultant shall forthwith return to the Company in accordance with its instructions all equipment, correspondence, records, databases, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging

to the Company (including but not limited to a company car, keys, passes and laptop) which are in his possession or under his control.

- 6.3 The Consultant shall also provide a signed statement that the Consultant has complied fully with his or her obligations under this section, and shall certify to the Company that Consultant has retained no copies of the foregoing materials, any Confidential Information, Intellectual Property or other non-public Company information.
- 6.4 On termination of this Agreement, the Consultant shall forthwith take all steps necessary, or upon the request of the Company assist the Company in taking all steps necessary, to enable to the Company to realise its rights under Article 7 below, including but not limited to executing any assignment or licensing documentation that may be necessary for the same.

ARTICLE 7

Intellectual Property

- 7.1 All Intellectual Property Rights in the Deliverables (other than in any Company Materials and Third Party Materials incorporated in the Deliverables, which shall remain the property of the Company or the relevant third party, as applicable) (the “**Assigned Rights**”) shall be the property of Company, and the Consultant hereby assigns to the Company absolutely, with full title guarantee, all its right, title and interest in and to all existing and future (by way of future assignment) Assigned Rights, including the right to bring, make, oppose, defend and appeal proceedings, claims, or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or other cause of action arising from ownership, of any of the Assigned Rights, for the full term of such rights and all renewables and extensions together with all accrued causes of action.
- 7.2 The Consultant irrevocably waives, and shall procure that any third party shall irrevocably waive, absolutely its moral rights in relation to the Deliverables and, so far as is legally possible, any broadly equivalent rights it may have in any territory in the world, so that Company and/or any entity to whom Company assigns all or part of the Deliverables may use and adapt the Deliverables in whatsoever way Company (or any assignee of the Deliverables) determines without infringing such moral rights including the

right to be identified, the right of integrity, and the right against false attribution.

7.3 The Consultant hereby grants Company a non-exclusive, royalty-free, irrevocable, worldwide, perpetual right and licence (with the right to sub-license) to make, have made, sell, use, import, export, execute, reproduce, distribute, modify, adapt, publicly display, publicly perform, make derivative works of, and disclose, any Third Party Materials incorporated into, embodied in, or provided with any Deliverable.

7.4 The Consultant warrants and represents that:

- (i) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights and, in respect of the Third Party Materials, is the licensee of the Intellectual Property Rights and has the right to sub-license (with the right to sub-license) such rights to Company;
- (ii) it has fully developed the Assigned Rights in the course of providing Services, without the involvement or participation of any third party, being, for all legal purposes, the sole and exclusive creators, authors, and developers of the Assigned Rights;
- (iii) no third party may claim any right over the Assigned Rights, including the ownership of intellectual property rights or any payment for the provision of development;
- (iv) it has not licensed or assigned any of the Assigned Rights to or from any third party;
- (v) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (vi) it is unaware of any infringement or likely infringement of any of the Intellectual Property Rights in the Deliverables;
- (vii) all the Intellectual Property Rights in the Deliverables are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity, or use of any of them;
- (viii) exploitation of the Deliverables will not infringe the rights of any third party;

- (ix) the Deliverables are its original work and have not been copied wholly or substantially from any other source; and
- (x) no Deliverables contain, are derived from, are distributed with, or are being or were developed using Open Source Software that is licensed under any terms that impose or could impose a requirement or condition that any Deliverables or part thereof: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making modifications or derivative works; (iii) be redistributable at no charge; or (iv) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of Company to use or distribute any Deliverables or to enforce any of the Intellectual Property Rights in the Deliverables.
- (xi) no copies of the Assigned Rights will remain in its possession, in whole or in part, after the termination or expiration of the Agreement;
- (xii) it will not question, contest or take any measures that may harm Company's ownership of the Assigned Rights.

7.5 The Consultant shall indemnify, defend, and hold harmless, the Company and its officers and employees against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with (i) any breach of the warranties contained in clause 7.4 and this Article 7; or (ii) the enforcement of this Agreement. This indemnity shall apply whether or not the Consultant has been negligent or is at fault.

7.6 At the Consultant's sole expense, the Consultant shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Article 7, including assisting the Company or its nominated third party in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Company against or by any third party relating to the Intellectual Property Rights in the Deliverables. In particular, the Consultant shall keep and maintain adequate records relating

the Deliverables and all Intellectual Property Rights made or conceived by the Consultant or the Assistants (solely or jointly with others) in relation to the Services. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. The Consultant shall deliver all such records (including any copies thereof) to the Company at the time of termination of the Agreement as provided in Article 6.

7.7 Company may, in any way it thinks fit and in the name and on behalf of the Consultant:

- (i) take any action that this Article 7 requires Company to take; and
- (ii) exercise any rights which this Article 7 gives to Company.

7.8 The Consultant shall also indemnify the Company and its officers and employees against any reasonable attorney's fees which the Company may suffer or incur arising out of or in connection with any claim that the Company's use of the Deliverables in accordance with this Article 7 knowingly infringes the rights (including the Intellectual Property Rights) of any other person granted or otherwise fails to meet the Consultant's obligations under this Article 7.

7.9 At the request of the Company and at the Consultant's own expense, the Consultant shall provide all reasonable assistance to enable the Company to resist any claim, action or proceedings brought against the Company by a third party as a consequence of any infringement set out in clause 7.8.

ARTICLE 8

Confidential Information

8.1 Consultant shall neither during the period of rendering Services nor after the termination thereof, howsoever arising, directly or indirectly:

- (i) use for his own purposes or those of any other person, company, business entity or any other organization whatsoever; or
- (ii) disclose to any person, company, business entity or other organization whatsoever

any trade secrets and confidential information whether in oral, written or physical form relating or belonging to the Company including but not limited to the Deliverables and to all other technical information, information relating to customers, customer and supplier lists and requirements, information relating to hardware and software, procedures and methods applied in the activities of the Company, price lists or pricing structures and methods, margins and other financial information, business plans and strategies, particularly relating to marketing and information, commercial relations, product lines, copyrights, any documents marked "Confidential" or any information which has been given to the Company in confidence by customers, suppliers or other persons ("**Proprietary Information**").

All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "**Confidential Information.**" Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

The definition of "**Confidential Information**" shall also include sales reports, needs of customers, personnel records. The Consultant understands and agrees that Confidential Information developed by the Consultant in the course of his engagement with the Company will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to the Consultant in the first instance, and that any and all Confidential Information developed by the Consultant under the Consultant's engagement with the Company are not, and shall not become, the Consultant's knowledge, expertise and skills learned and accumulated at work, and all the titles, rights, interests and benefits of which shall exclusively vest in, and be owned by, the Company. The Consultant shall use such degree of care as is reasonably calculated to prevent unauthorised use or inadvertent disclosure of the Confidential Information of the Company.

- 8.2 The Consultant shall not transmit or disclose Proprietary Information to any third party without obtaining the prior written consent of the Company.

- 8.3 The Consultant shall not make any copy or in any way reproduce or retain Proprietary Information except where necessary for the purposes of proper execution of his duties resulting from the provision of Services. Any such copies containing the Company's Proprietary Information shall be returned to the Company or destroyed upon its request.
- 8.4 Immediately after termination upon notice or after termination of this Agreement the Consultant will settle accounts and hand over to the Company all documents and fixed assets in his/her possession and belonging to the Company.
- 8.5 The Consultant will simultaneously execute a Confidentiality Statement in the form of Addendum B. The obligations under the Confidentiality Statement shall survive termination of this Agreement for any reason.
- 8.6 Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("**DTSA**") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
- 8.7 The Consultant agrees and covenants during the Consultant's engagement, including any period of secondment while engaged with the Company, and at any time after the Consultant's engagement with the Company has terminated without regard to when or for what reason: (i) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company, except in accordance with the Consultant's engagement duties or with the prior consent of the Consultant's immediate supervisor; (ii) not to reverse engineer, decompile, modify or otherwise alter any methods, processes, catalysts, formulas, and technical

information applicable to the Company's creation of the various products it offers and processes it licences to derive, obtain, store, copy, use, or otherwise exploit any Confidential Information for all purposes save and except those which are exclusively and specifically permitted under the Consultant's engagement with the Company; (iii) not to make or store copies of any Confidential Information onto personal folders, directories, photographs, or other means (whether electronic or otherwise), and the Consultant shall not transmit Confidential Information or copies thereof to any personal email accounts or other electronic communication methods; and (iv) to strictly observe any specific policies or requirements that are issued by the Company from time to time in relation to the protection of Confidential Information (including but not limited to remote work policies, procedures, standards or guidelines). The Consultant agrees and covenants to only use Confidential Information solely for the benefit of the Company and not for any other purpose. If the Consultant becomes aware of any breach of this Agreement or any disclosure of Confidential Information, whether by the Consultant or others, the Consultant will provide prompt written notice to the Company.

ARTICLE 9

Representations and Warranties

The Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant undertaking this relationship with the Company (ii) that the performance of the Services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party (iii) that Consultant will not use in the performance of his/her responsibilities under this Agreement any Confidential Information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

The Consultant also warrants that the Consultant: (a) has the authority and legal capacity to enter into this Agreement; (b) is lawfully permitted to perform Services and reside in the country where he or she is located and is willing to render Services from any location within or outside such country or to undertake such travel in and outside such country, from time to time, as may be necessary in the interests of the Company's business and as requested by the Company; (c) is not under any disability, restriction or prohibition, which prevents the Consultant from performing

or adhering to any of professional obligations detailed under Addendum A; (d) has not been the subject of any adverse court judgment which threatens the Consultant's solvency or substantially compromises the Consultant's financial security; and (e) has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if the Consultant was subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of the Consultant's knowledge, threatened against the Consultant, other than any such proceedings which have already been disclosed to the Company. The Consultant agrees that if any such charges or proceedings are raised against the Consultant or the Consultant receives any notice from local government or tax authorities relating to any non-compliance or alleged offence by the Consultant, the Consultant shall immediately inform the Company of the same. The Consultant will, for the duration of this Agreement, at the Consultant's own cost, hold all necessary licenses, consents, permits and approvals required in connection with the Consultant's provision of Services under this Agreement.

ARTICLE 10

Indemnification

Consultant hereby indemnifies and agrees to defend and hold harmless the Company from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting therefrom, including court costs and reasonable attorneys' fees, arising out of or relating to the Services performed by Consultant under this Agreement or the representations and warranties made by Consultant pursuant to Article 7 and Article 9 hereof. The Consultant's obligations under this Article 10 hereof shall survive the termination, for any reason, of this Agreement.

ARTICLE 11

General

- 11.1 **LIABILITY.** Consultant acknowledges that any breach of this Agreement by it may cause irreparable harm to Company or its affiliates and that the remedies for breach may include injunctive relief against such breach, in addition to damages and other available remedies. The prevailing party will be entitled to the award of its reasonable attorneys' fees in any action to enforce this Agreement.

11.2 **NOTICES.** All notices from one party to the other required or permitted under this Agreement will be in writing, will refer specifically to this Agreement, and will be delivered in person, or sent by electronic or facsimile transmission for which a confirmation of delivery is obtained, or sent by registered mail or express courier services providing evidence of delivery, in each case to the recipient party's respective address set forth on the signature page hereof (or to such updated address as may be specified in writing to the other party from time to time). Such notices will be deemed effective as of the date so delivered or on the third business day following mailing.

11.3 **ELECTRONIC AND ENGLISH COMMUNICATIONS; ELECTRONIC SIGNATURES.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement, including any notices under 11.2 above, or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) agrees to participate through an online or electronic system established and maintained by the Company or a third party designated by the Company. Consultant also agrees to the provision of this Agreement in English, and to the extent Consultant has been provided with a copy of this Agreement in a language other than English, the English language version will prevail in case of any ambiguities or divergences as a result of translation.

The parties hereby agree that this Agreement, including the Addendums referenced herein and attached hereto upon signing, as well as any other documents related to this Agreement, may be executed using digital signatures, being binding and effective in all its terms. The parties also expressly recognize the electronic signatures made through Plane or "DocuSign" or other similar platforms are valid and effective, which guarantee the integrity and authenticity of this Agreement.

11.4 **VARIATION.** No variations to or alterations of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

11.5 **HEADINGS.** All headings in this Agreement have been inserted for convenience only and shall not have any impact on the interpretation or construction of this Agreement.

- 11.6 **ENTIRE AGREEMENT.** This Agreement, including any Addendums referenced herein or attached hereto upon signing, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and cancels all other prior agreements and understandings of the parties in connection with subject matter. The headings or titles in this Agreement are for purposes of reference only and will not in any way affect the interpretation or construction of this Agreement.
- 11.7 **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict of laws principles to the contrary. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it will nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement will not be affected thereby.
- 11.8 **VENUE.** For purposes of resolving any dispute arising from or related to this Agreement, the Company and Consultant submit to the exclusive jurisdiction of the courts of California.
- 11.9 **SEVERABILITY.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement and this Agreement shall continue in full force and effect without the said provisions. The parties hereto will cooperate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.
- 11.10 **ASSIGNMENT.** The Consultant shall not transfer or assign any of the rights under this Agreement, or delegate the performance of any of the duties hereunder, without the prior written consent of the Company.
- 11.11 **NON-DISPARAGEMENT.** The Consultant agrees that, during the term of this Agreement and thereafter, the Consultant shall not, in any communication with the press or other media, or any customer, partner or supplier of the Company, or any of the Company's affiliates, ridicule or make any statement

that is disparaging of or derogatory to the Company or its affiliates or any of their personnel.

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the effective date shown above. Each of the persons signing this Agreement affirms that he or she is duly authorized to do so and thereby to bind the indicated entity. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

COMPANY

YongJoon Lee

CONSULTANT

Retsepile Raymond Shao

NAME YongJoon Lee

ENTITY Africa Code Academy Inc.

TITLE CEO

ADDRESS 567 Bryson Ave
Palo Alto, CA 94306
CA
United States

DATE Nov 29, 2023

NAME Retsepile Raymond Shao

ENTITY Retsepile Shao

ADDRESS Moshoeshoe 2
Borokhoaneng
maseru, Maseru 100
Lesotho

DATE Nov 29, 2023

List of Addenda

- A. Scope of Services
- B. Confidentiality Statement

ADDENDUM A
Scope of Services

- 1.1 The services of the Consultant which the Consultant will render on the basis of this Agreement are set forth below.
- 1.2 Consultant will determine the method, details, and means of performing the work to be carried out for Company. Company shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Company may, however, require Consultant to observe at all times the security and safety policies of Company. In addition, Company shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Consultant to ensure satisfactory performance. This power of supervision shall include the right to receive reports about completed by Consultant work, inspect, terminate services, make suggestions or recommendations as to the details of the services, and request modifications to the Scope of the Services.
- 1.3 Specific scope of Consultant's Services will embrace:
- * Product software development
 - * Debugging and testing code
 - * Documenting and testing new software applications
 - * Tracking and updating issues on issue tracking platform
 - * Researching, investigating and fixing a wide range of technical issues
 - * Collaborating with teammates and leads
 - * Solving problems and creating solutions
 - * Proactively learning about new technologies
 - * Teaching and mentoring other devs and students
- 1.4 In consideration for providing the Services, Company will pay Consultant as follows:
8,000.00 LSL per month

ADDENDUM B
Confidentiality Statement

This Non-Disclosure Agreement is made between Company and the undersigned Consultant.

In consideration of my relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of Confidential Information (as defined in clause 8.1 of the Agreement) while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

- (a) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my relationship with the Company.
- (b) Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my relationship with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the Company at least 10 calendar days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the Company. I acknowledge that I am aware that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.
- (c) Delivery of Confidential Information. Upon request or when my relationship with the Company terminates, I will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

- (d) Location and Reproduction. I shall maintain at my workplace only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.
- (e) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with the Company I held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.
- (f) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their Confidential Information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree always to hold this Confidential Information in strict confidence and not to disclose such Confidential Information and not to use it in any other way, except the way, which is necessary to carry out the purposes prescribed in this Agreement and in accordance with the terms of Company Agreement with such third parties.
- (g) Third Parties. I represent that my relationship with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any Confidential Information belonging to others and I will not bring onto the premises of the Company any Confidential Information belonging to any such party unless consented to in writing by such party.

Audit trail

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|-------------|--------------------------------------|
| Title | Consulting Agreement |
| Company | Africa Code Academy Inc. |
| Contractor | Retsepile Raymond Shao |
| Document ID | aedb4e82-c874-47c4-bea7-56f3bd896a7d |
| Status | Completed |

| TIMESTAMP | AUDIT |
|---------------------------|--|
| 2023-11-29 08:53:12 -0800 | Document has been created. |
| 2023-11-29 08:53:12 -0800 | Document signed by YongJoon Lee (email: joon@africacode.academy). IP: 207.53.254.141. |
| 2023-11-29 09:51:09 -0800 | Document signed by Retsepile Raymond Shao (email: retsepile.raymondshao@gmail.com). IP: 172.71.126.133. |
| 2023-11-29 09:51:09 -0800 | Document has been completed. |