



Lahdaa Limited - lahdaa.com - 128 City Road, London, United Kingdom, EC1V 2NX - Company number 13800180

Date: 16th March, 2023

To: **Tobiloba Williams**

Address: 4, Dumfries Street, Luton, LU1 5FT, United Kingdom

Technical Co-Founder Agreement

Dear Tobiloba Williams,

I am writing to record the terms on which you will provide support and guidance as a Technical Co-Founder to LAHDAA LTD ("LAHDAA" the "Company").

It is specifically agreed that this letter ("**Agreement**") is not, and is not intended to be, a contract of employment.

1. DURATION OF ROLE

Your role as a Technical Co-founder will be for an initial period of 24 months from 18 January 2023 unless terminated earlier (the "Termination Date") by either the Company or you giving 4 weeks' notice of termination at any time, subject to provisions in this Agreement.

Upon the expiry of the initial 24-month term, this Agreement will continue in full force and effect until terminated by the Company or by you giving to the Company 1 month's written notice of termination.

Notwithstanding the above, the Company will be entitled to terminate your role as a Technical Cofounder without notice or compensation at any time if you commit any fundamental breach of this Agreement which (if capable of remedy) has not been remedied to the satisfaction of the Company within 14 days of it having given notice to you requiring the breach to be remedied.

2. ROLE

You have informed the Board that you have relevant expertise for the Company and that you are willing to provide such expertise as a Technical Co-Founder Software Engineer to the Company by supporting the Company (providing "support") including but not limited to the following areas:

- (i) Giving an expert view and sounding board to the Company's product management, as defined by the Board.
- (ii) Helping the Board with defining the short, mid and long-term direction of the Company.
- (iii) Input on presentations and materials that represent the strategy to external parties and partners, where necessary.
- (iv) Being available for interaction with investors, as agreed.

- (v) Networking and introductions.
- (vi) Attending meetings where necessary and agreed.

You will also provide support to the Company as follows:

- 2.1. Leading Software engineering helping Lahdaa Design, code, test, and debug software applications according to project requirements.
- 2.2. Collaborate with product managers, designers, and other engineers to deliver high-quality software solutions.
- 2.3. Analyze user needs and software requirements to determine the feasibility of design within time and cost constraints.
- 2.4. Stay current with industry trends, tools, and technologies, and recommend the adoption of new technologies as appropriate.
- 2.5. Work closely with cross-functional teams to understand project requirements and contribute to overall project success.
- 2.6. Lead the entire software development life cycle, including requirements gathering, design, implementation, testing, and maintenance.

3. RESPONSIBILITIES

- 3.1. You will use all reasonable endeavours to promote the interests of the Company and you will provide the support with the care, skill and ability expected of an expert in the area proclaimed.
- 3.2. You have confirmed that you will make available to the Company the equivalent of at least 20 working hours per week at such times as mutually agreed in order to undertake the support.
- 3.3. Unless you have been specifically authorized to do so by the Company in writing, you will not:
 - a) have any authority to incur any expenditure in the name of or for the account of the Company; or
 - b) hold yourself out as having authority to bind the Company.
- 3.4. If you are unable to provide the support due to illness or injury, you must notify the board of directors (the "Board") as soon as reasonably practicable.

4. PAYMENT

You will be entitled to payment of 0.00/ph in respect of the support to be provided by you pursuant to this Agreement. In consideration for the services provided by the Technical Co-Founder, the Company shall grant stock options vesting over a 3-year period with a one-year cliff,

valued at approximately 10% of the equity value. The terms of the stock options will be confirmed in due course.

If at any time during the Vesting Period, the Technical Co-Founder ceases to provide support for any reason, the Technical Co-Founder will be deemed to have given a transfer notice in respect of the unvested shares on the Termination Date, at the Purchase Price.

5. TAXATION

5.1. At all times during or after the currency of this Agreement, you will comply with the requirements of all relevant legislation and agreements relating to the payment of value-added tax, corporation taxes, income taxes and any other taxes and statutory charges levied in respect of the provision of the support.

5.2. You will indemnify the Company on demand and on an ongoing basis against:

- a) any demands for any income tax and primary and secondary class 1 National Insurance or similar contribution, including any penalties or interest arising from any claim that you are or were an employee of the Company or generally arising as a result of the Company's use of your services to provide the support.
- b) any claim whether statutory, contractual or at common law brought by you arising out of or based upon an allegation that you were an employee of the Company; and
- c) the Company's reasonable costs (on a full indemnity basis) of dealing with any such claim under 7.2(a) or 7.2(b) above.

6. ADDITIONAL ITEMS

The contract also includes a Technical Co-Founder opportunity once LAHDAA has raised considerable funds (above \$ 1 million).

Package for the first year as a Technical Co-Founder, Basic £50-65k, Plus Bonus of £2-5k on performance and milestones, including additional bonus shares.

In the case, that the Technical Co-Founder refuses to accept the Technical Co-Founder, the Technical Co-Founder shall continue to work as stated in 1 above. Lahdaa will issue a payment of £25-35/ph (once investment is received), for subsequent work carried out by the Technical Co-Founder

7. CONFIDENTIAL INFORMATION

7.1. You will not, either during the term of your role as a Technical Co-Founder or for a period of 3 years thereafter:

- a) use to the detriment or prejudice of the Company or divulge or communicate to any person any trade secret or other confidential information concerning the business or affairs of the Company (except to employees or directors of the Company whose province it is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or
- b) use for your own purpose or for any purposes other than those of the Company any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Company, but so that this restriction will cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default); or

- c) make statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock markets or investor community, or otherwise, without the express authority of the Board.

7.2. For the purposes of this clause, confidential information will include (but is not limited to) information concerning the Company's:

- a) finances, business transactions, research activities, dealings and affairs and prospective business transactions;
- b) customers, including, without limitation, customer lists, customer identities and customer requirements;
- c) existing and planned product lines, price lists and pricing structures (including, without limitation, discounts, special prices or special contract terms offered to or agreed with customers);
- d) the technology or methodology associated with the concepts, products and services of the Company;
- e) business plans, sales and marketing information, plans and strategies;
- f) computer systems, source codes and software;
- g) the rights in all intellectual property;
- h) directors, officers, employees and shareholders; and
- i) the identities or lists of suppliers, licensors, licensees, agents, distributors or contractors (both current and those who were customers, suppliers, licensors, licensees, agents, distributors or contractors during the previous two years) of the Company,
- j) but will not include any information that is publicly available or becomes generally available to the public otherwise than by or as a result of your breach.

8. DATA PROTECTION

You consent to the Company holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "special category personal data" as defined in the General Data Protection Regulation (EU) 2016/679 ("GDPR") and all other mandatory laws and regulations of the European Union, the EEA and their member states and the United Kingdom, which are applicable to the parties' Processing of Personal Data under this Agreement relating to you, including but not limited to:

- a) information on racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- b) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

You consent to the Company making such information available to the Company, regulatory authorities, governmental or quasi-governmental organizations and potential purchasers of the Company or any part of its business.

You consent to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

You will comply with the Company's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

9. OBLIGATIONS OF TERMINATION

Any Company property in your possession and any original or copy documents obtained by you in the course of providing the support will be returned to such person as the Board may notify to you at any time on request and in any event on or before the termination of this Agreement.

You also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

10. STATUS

10.1. You will be an independent specialist and nothing in this Agreement will render you an employee worker, agent or partner of the Company and you will not hold yourself out as such.

10.2. You will be fully responsible for and indemnify the Company against any liability, assessment or claim for:

- a) taxation whatsoever arising from or made in connection with the provision of Support, where such recovery is not prohibited by law; and
- b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Company arising out of or in connection with the provision of support, except where such claim is as a result of any act or omission of the Company.

11. VARIATION AND THIRD PARTY RIGHTS

11.1. This Agreement may only be varied by a document signed by both you and the Company.

11.2. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than you and the Company will have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

12. GOVERNING LAW AND JURISDICTION

12.1. This Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

12.2. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

Please indicate your acceptance of these terms and conditions by signing and returning this letter.



.....
Temitope Niyi, CEO, for and on behalf of Lahdaa

I accept the terms of my role as a Technical Co-Founder set out in this letter.

Tobiloba Williams



.....
Signature

Date: 16th of March, 2023