



UPGROW RWANDA LTD

Kinyinya, Gasabo, Kigali, Rwanda | Reg. No. 134202981

FOUNDING MEMBER AGREEMENT

Chief Strategy Officer

— Founding Member —

1. Parties to this Agreement

COMPANY	FOUNDING MEMBER
Upgrow Rwanda Ltd Reg. No. 134202981 Kinyinya, Gasabo, Kigali, Rwanda Founder & CEO: Kenny Rubaduka	Bailey Flint Title: Chief Strategy Officer Email: baileyflint@gmail.com Address: _____
Agreement Date: ___ / ___ / 2026	Effective Date: ___ / ___ / 2026

2. Purpose

This Founding Member Agreement recognizes Bailey Flint as a core founding contributor to Upgrow Rwanda Ltd in the capacity of Chief Strategy Officer (CSO). This agreement defines his strategic role, equity structure, capital introduction terms, and long-term partnership in building and scaling Upgrow Rwanda Ltd from pilot phase to international expansion.

3. Role & Responsibilities

As Chief Strategy Officer and Founding Member, Bailey Flint will provide high-level strategic leadership including:

- Advising on overall business strategy and scaling from pilot to full expansion
- Supporting capital raising strategy, investor positioning, and fundraising approach
- Facilitating introductions to investors, partners, and strategic opportunities
- Contributing to high-level decision-making on growth, partnerships, and international expansion
- Supporting the positioning and credibility of the Company in relevant markets and networks
- Acting as a strategic sounding board on growth, capital strategy, and partnerships
- Proactively sharing ideas, opportunities, and introductions as they arise

The CSO is not responsible for day-to-day operations unless otherwise agreed in writing. This is a fully remote strategic role. Active engagement is expected consistently, approximately every

2–3 days, including participation in key stakeholder and investor conversations where applicable.

All final strategic, operational, and financial decisions remain with the Founder & CEO.

4. Nature of Relationship

The CSO is engaged as an independent contractor and strategic partner. Nothing in this Agreement shall create an employment relationship, establish a partnership or joint venture, or grant authority to bind the Company unless expressly authorized in writing.

5. Equity Compensation

5.1 Equity Grant

The Company hereby grants the CSO ten percent (10%) equity in Upgrow Rwanda Ltd, subject to the vesting schedule outlined below. This equity is granted in recognition of Bailey Flint's role as a founding strategic contributor.

5.2 Vesting Schedule

Milestone	Timeframe	Cumulative Equity	Notes
Cliff	6 months from Effective Date	2.5%	25% of total grant vests
Monthly vesting	Months 7–24	~0.42%/month	Remaining 7.5% over 18 months
Full vest	24 months from Effective Date	10.0%	Full equity earned

Vesting is conditional upon continued active strategic involvement and meaningful contribution as outlined in Section 3. The Company reserves the right to suspend or terminate further vesting in cases of material disengagement, subject to 30 days written notice.

5.3 Option Pool — Founder Absorbs All Dilution

Any future option pool created by the Company for new hires, advisors, or team members shall be drawn exclusively from the Founder & CEO's equity share. Bailey Flint's 10% equity grant shall not be reduced or impacted to fund any option pool at any time.

5.4 Proportional Dilution

In the event of any future capital raise, new share issuance, or equity restructuring, all equity holders — including the CSO — shall dilute proportionally and equally. No party shall receive preferential protection from standard dilution. This ensures fairness and cap table integrity as the Company scales.

5.5 Form of Equity

Equity shall be issued as shares, stock options, or equivalent instruments, subject to the Company's equity structure, governing documents, and applicable laws of Rwanda.

5.6 Voting Rights

The CSO shall be entitled to voting rights proportional to their vested equity only. Unvested equity carries no voting rights. Notwithstanding any voting rights, the Founder & CEO retains final authority over all strategic, operational, and financial decisions.

6. Term & Termination

This Agreement shall commence on the Effective Date and continue unless terminated by either Party upon 30 days written notice.

- All vested equity shall remain with the CSO upon termination under all circumstances
- All unvested equity shall be forfeited immediately upon termination
- The Company may terminate for material non-performance or sustained disengagement, with 30 days written notice
- Termination does not affect the CSO's right to success fees on introductions made prior to termination, subject to the 24-month tail provision in Section 7

7. Capital Introduction & Success Fees

7.1 Success Fee

Where the CSO directly introduces an investor, partner, or funding source to the Company, and such introduction results in capital being committed or invested, the CSO shall be entitled to a success fee equal to five percent (5%) of the total capital received from that specific introduction.

7.2 Notice of Introduction — 24-Month Capital Trail

To qualify for a success fee, the CSO must send a formal Notice of Introduction via email to upgrowwanda@gmail.com at the time of making the introduction. This email must include:

- Full name and contact details of the introduced party
- Date of the introduction
- Brief description of the opportunity or context

This Notice of Introduction establishes the official paper trail. Any capital committed by the introduced party within twenty-four (24) months of the date of that Notice shall qualify for the 5% success fee, regardless of when the funds are formally received.

7.3 Material Involvement (Non-Direct Introductions)

Where the CSO plays a material role in securing investment not directly introduced by them — such as supporting pitch strategy, investor conversations, or deal closing — any success fee shall be determined on a case-by-case basis and agreed in writing by both Parties prior to closing. General strategic involvement alone does not automatically entitle the CSO to fees beyond those explicitly agreed.

8. Confidentiality & Intellectual Property

The CSO agrees to keep strictly confidential all non-public, proprietary, or sensitive information relating to the Company during and after the term of this Agreement, including:

- Business strategy, financial data, and operational plans

- Investor relationships, partnership discussions, and deal terms
- Technical systems, product development, and pilot data

All work product, strategies, frameworks, or materials developed by the CSO in the course of their role shall be considered the intellectual property of Upgrow Rwanda Ltd. This obligation survives the termination of this Agreement.

9. Good Faith & Non-Circumvention

The CSO agrees to act in good faith and in the best interests of the Company at all times. The CSO agrees not to circumvent the Company in any business opportunities, investor relationships, or partnerships introduced or developed under this Agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, or agreements — verbal or written — regarding the CSO's role, equity, and compensation.

11. Amendments

Any amendments to this Agreement must be made in writing and signed by both Parties to be valid and enforceable.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Rwanda.

13. Signatures

By signing below, both Parties confirm they have read, understood, and agreed to all terms of this Founding Member Agreement.

<p>Kenny Rubaduka Founder & CEO — Upgrow Rwanda Ltd</p> <p>Signature: _____</p> <p>Date: ___ / ___ / 2026</p>	<p>Bailey Flint Chief Strategy Officer — Founding Member</p> <p>Signature: _____</p> <p>Date: ___ / ___ / 2026</p>
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This agreement is governed by the laws of the Republic of Rwanda. Both parties acknowledge receipt of a signed copy.