



UPGROW RWANDA LTD

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

FOUNDING MEMBER AGREEMENT

Option A — Head of Agritech & Systems Strategy

1. Parties to this Agreement

Agreement Date: 09/04/2026

Company: Upgrow Rwanda Ltd

Founder & CEO: Kenny Rubaduka

Address: Kinyinya, Gasabo, Umujyi wa Kigali, Rwanda

Founding Member: Michel Dusengimana

Title: Head of Agritech & Systems Strategy — Founding Member

NID: 1199880055437080

2. Purpose

This Founding Member Agreement recognizes Michel Dusengimana as a core founding contributor to Upgrow Rwanda Ltd. This agreement defines his role, equity stake, compensation structure, and long-term partnership in building a scalable agritech company from pilot to scale.

3. Role & Responsibilities

As Head of Agritech & Systems Strategy and Founding Member, Michel will lead the technical and strategic direction of Upgrow's agritech operations, including:

- Designing and optimizing crop selection, growth cycles, and yield strategies
- Leading the setup and performance of aeroponic systems and greenhouse operations
- Driving data-driven approaches for system monitoring and improvement
- Building scalable frameworks for future expansion
- Exploring AI, IoT, and data integration opportunities
- Providing strategic input across business, pilot, and scale planning
- Leveraging personal platforms and networks to grow Upgrow's market presence

This is a fully autonomous role. Michel is expected to contribute with initiative, consistency, and accountability while maintaining his own schedule.

4. Compensation Structure

Phase	Period	Amount	Notes
-------	--------	--------	-------

Pre-Launch Stipend	April – July 2026 (4 months)	50,000 RWF/month	Covers internet, data & transport. Driver provided for company events & stakeholder meetings.
Pilot Phase Stipend	Post-launch (6 months)	100,000 RWF/month	Hybrid role. 2 site visits/week, days structured around mutual availability and preference.
Post-Scale Salary	Upon scale	To be negotiated	Competitive salary commensurate with role and growth. KPIs will apply.

5. Equity Structure

Total Equity Grant: 2% of Upgrow Rwanda Ltd

Cliff: 6 months from the date of this agreement

Vesting Schedule: Quarterly — 25% vests at month 6, then 25% every 3 months thereafter

Full Vest: 18 months from date of agreement

Michel retains all vested equity regardless of company outcome — even if the company does not scale. Unvested equity reverts to the Company upon termination. Equity is non-transferable without written consent of the Company.

6. Pre-Launch Commitments

During the pre-launch phase (April – July 2026), Michel is expected to attend:

- 2 internal team meetings per week
- 1 mandatory stakeholder meeting per month

All scheduling is flexible and agreed upon mutually in advance.

7. Post-Launch Hybrid Role

Following product launch, Michel will operate in a hybrid capacity during the pilot phase:

- Minimum 2 on-site visits per week, days structured around mutual availability and preference
- Remaining work conducted remotely
- Role remains primarily strategic and advisory in nature during the pilot phase

Both parties agree to revisit and adjust the structure as needed based on operational demands.

8. Voting Rights & Control

Michel does not hold voting rights at this stage. The Founder & CEO retains full authority over all strategic, operational, and financial decisions.

9. Confidentiality & Intellectual Property

All data, systems, processes, designs, strategies, and intellectual property developed, accessed, or used during involvement with Upgrow Rwanda Ltd remain the sole property of the Company.

- Michel may not share, reproduce, or use Company information outside the scope of this role without prior written consent
- Any work, ideas, systems, or innovations developed as part of contributions to Upgrow Rwanda Ltd shall be considered Company property
- Michel agrees not to use knowledge gained from Upgrow Rwanda Ltd to directly support competing aeroponic or vertical farming operations without prior written consent

The confidentiality obligation remains in effect during and after the term of this agreement.

10. Term & Termination

This Agreement has no fixed end date and remains in effect until mutual agreement, voluntary resignation, or termination for cause.

Notice Period: 30 days written notice required by either party

Unvested equity reverts to the Company immediately upon termination. All vested equity is retained by Michel under all circumstances.

11. Miscellaneous

- This Agreement does not create an employment relationship, joint venture, or agency
- Amendments must be in writing and signed by both parties
- This Agreement is governed by the laws of Rwanda

12. Signatures

By signing below, both parties agree to the terms of this Founding Member Agreement.

Kenny Rubaduka — Founder & CEO, Upgrow Rwanda Ltd

Signature: _____

Date: ___ / ___ / 2026

Michel Dusengimana — Head of Agritech & Systems Strategy, Founding Member

Signature: _____

Date: 09/04/2026