

UPGROW RWANDA LTD

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

TEAM MEMBER AGREEMENT

Agritech Operations Lead

— Core Team Member —

1. Parties to this Agreement

COMPANY	CORE TEAM MEMBER
Upgrow Rwanda Ltd Reg. No. 134202981 Kinyinya, Gasabo, Kigali, Rwanda Founder & CEO: Kenny Rubaduka	Olivier Dushimimana Title: Agritech Operations Lead NiD: 1200180068420040 Tel : <u>0786367490</u>
Agreement Date: <u>13</u> / <u>04</u> / 2026	Effective Date: <u>14</u> / <u>04</u> / 2026

2. Purpose

This Team Member Agreement defines the terms of Olivier's engagement with Upgrow Rwanda Ltd as Agritech Operations Lead. This agreement outlines his role, compensation structure, and responsibilities in supporting the build-out and operation of a scalable agritech company from pilot to scale.

3. Role & Responsibilities

As Agritech Operations Lead, Olivier will own the execution and operational delivery of Upgrow's aeroponic tower farming system, including:

- Drafting and field-testing Standard Operating Procedures (SOPs) in Kinyarwanda
- Structuring and delivering farmer training programs in Kinyarwanda
- Conducting crop research: varieties, growing conditions, seasonal suitability, and market pricing
- Collecting and organizing field data: yield metrics, growth rates, environmental readings, and market price tracking
- Monitoring system performance (tower health, nutrient levels, plant health) and reporting anomalies

- Serving as first responder for system troubleshooting — diagnosing, resolving, or escalating
- Preparing meeting agendas, progress updates, and data summaries for internal team meetings
- Supporting local government stakeholder engagements as needed

This is an execution-focused role with clear ownership. Olivier is expected to contribute with initiative, consistency, and accountability while maintaining a flexible schedule agreed upon mutually.

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

4. Nature of Relationship

Olivier is engaged as a team member and operational contributor. 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. Compensation Structure

Phase	Period	Amount	Notes
Pre-Launch Stipend	April – July 2026 (4 months)	50,000 RWF/month	Covers internet, data & transport.
Pilot Phase Stipend	Post-launch (6 months)	To be negotiated	Terms discussed based on performance and scope.
Post-Scale Salary	Upon scale	To be negotiated	Competitive salary commensurate with role and growth. KPIs will apply.

This engagement does not include equity participation.

6. Pre-Launch Commitments

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

- 2 internal team meetings per week

- Local government stakeholder meetings as required

All scheduling is flexible and agreed upon mutually in advance.

7. Post-Launch Role

Following product launch, Olivier will continue as Agritech Operations Lead with expanded field responsibilities:

- Regular on-site presence for system monitoring, farmer training, and field operations
- Increased ownership of day-to-day system management and data collection
- Direct coordination with smallholder farmer(s) on daily tower operations
- Continued crop research and market price data gathering

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

8. 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.

- Olivier 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
- Olivier 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.

9. Term & Termination

This Agreement shall commence on the Effective Date and continue unless terminated by either Party upon 14 days written notice.

- The Company may terminate for material non-performance or sustained disengagement, with 14 days written notice

- Olivier may resign with 14 days written notice
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10. 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
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11. Signatures

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

Kenny Rubaduka — Founder & CEO, Upgrow Rwanda Ltd

Signature: _____ 

Date: 13 / 04 / 2026

Olivier Dushimimana — Agritech Operations Lead

Signature: _____ 

Date: 14 / 04 / 2026