



UPGROW RWANDA LTD

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

FOUNDING MEMBER AGREEMENT

Chief Operating Officer

— Founding Member —

1. Parties to this Agreement

COMPANY Upgrow Rwanda Ltd Reg. No. 134202981 Kinyinya, Gasabo, Kigali, Rwanda Founder & CEO: Kenny Rubaduka NID No.: 1199980007638151	FOUNDING MEMBER Yann Terry Ntwari Title: Chief Operating Officer NID No.: 1199980042995013 Address: _____
Agreement Date: ___ / ___ / 2026	Effective Date: ___ / ___ / 2026

2. Purpose

This Founding Member Agreement recognizes Yann Terry Ntwari as a core founding contributor to Upgrow Rwanda Ltd in the capacity of Chief Operating Officer (COO). This agreement defines his operational role, milestone-based equity structure, responsibilities, and long-term incentives in building and scaling Upgrow Rwanda Ltd from pilot phase to full expansion.

3. Role & Responsibilities

As Chief Operating Officer and Founding Member, Yann Terry Ntwari is a key member of the core founding team. Responsibilities include:

- Leading pilot operational readiness, including tower setup, planting, maintenance, workflow management, and troubleshooting
- Overseeing data collection and operational reporting for all towers in the 10-tower pilot
- Supporting market insight, PR, and Kinyarwanda-language communication for the pilot and public outreach
- Collaborating with the CEO to ensure the pilot is fully operational and ready for future scale
- Acting as a trusted operational advisor on ground-level decisions

The CEO retains final authority over all strategic, operational, and financial decisions.

4. Nature of Relationship

Yann Terry Ntwari is engaged as a founding team member and independent contributor. Nothing in this Agreement shall create a formal employment relationship or grant authority to bind the Company without the CEO's written authorization.

5. Equity Compensation — Milestone-Based Vesting

5.1 Equity Grant

The Company hereby grants Yann Terry Ntwari a total of three percent (3%) equity in Upgrow Rwanda Ltd, earned through the successful completion of four operational milestones as outlined below. Each milestone unlocks 0.75% equity upon verified completion and CEO sign-off.

Equity does not vest on a time basis. Each tranche vests only upon completion of the corresponding milestone as verified by the Founder & CEO.

5.2 COO Competency & Equity Roadmap

Phase	Requirements & Deliverables	Equity Unlock
Phase 1 <i>Weeks 1–2</i> <i>Tower & Pilot</i> <i>Foundation</i>	<ul style="list-style-type: none">Learn tower mechanics, manuals, and operational theory alongside CEODemonstrate understanding of tower operations and ability to identify operational risksMilestone: COO shows comprehension of tower operations under CEO guidance	0.75% Equity Unlock
Phase 2 <i>Weeks 3–4</i> <i>Applied</i> <i>Knowledge</i>	<ul style="list-style-type: none">Apply knowledge in practical setup, manage a tower section under supervisionProduce operational reports on water, nutrients, and crop healthMilestone: COO independently manages a tower section with clear reporting	0.75% Equity Unlock
Phase 3 <i>Weeks 5–6</i> <i>Operational</i> <i>Leadership</i>	<ul style="list-style-type: none">Manage multiple towers, oversee workflow, troubleshoot problems with CEO supportLead any team tasks that ariseMilestone: COO demonstrates ability to manage multiple towers independently and communicate effectively	0.75% Equity Unlock
Phase 4 <i>Weeks 7–8</i> <i>Full Pilot</i> <i>Readiness</i>	<ul style="list-style-type: none">Take full ownership of pilot operations under CEO oversightImplement quality control, efficiency measures, and prepare stakeholder reportsMilestone: COO fully ready to operate pilot and scale systems for 100-tower expansion	0.75% Equity Unlock

Total Equity upon completion of all 4 milestones	3.0%
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5.3 Future Equity Upside

Upon completion of all four milestones and verified contribution to scaling Upgrow Rwanda Ltd beyond the pilot phase, the COO may be eligible for additional equity up to a total of ten percent (10%). Any increase beyond the initial 3% shall be subject to measurable, proven contribution and must be agreed in writing by both parties.

5.4 Option Pool & Dilution

Any future option pool created for new hires or advisors shall be drawn from the Founder & CEO's equity. The COO's earned equity shall not be used to fund any option pool. All equity holders shall dilute proportionally in the event of any future capital raise or share issuance.

5.5 Voting Rights

Yann Terry Ntwari holds voting rights proportional to vested equity only. Unvested equity carries no voting rights. Voting rights cannot override the Founder & CEO's final authority over all strategic, operational, and financial decisions.

5.6 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.

6. Compensation

This role is currently equity-based. The following compensation terms apply:

- Yann Terry Ntwari is eligible for commission on funds raised through grants or financing secured collaboratively with the CEO
- An optional salary or stipend may be provided once company funds are available, at the sole discretion of the CEO based on company resources and performance
- Upon scale, compensation will be renegotiated based on the COO's contribution and the company's financial position

7. Term & Termination

This Agreement remains in effect until mutual agreement, voluntary resignation, or termination for cause.

- All vested equity shall remain with the COO upon termination under all circumstances
- All unvested equity reverts to the Company immediately upon termination
- Either party may terminate with 30 days written notice
- The Company may terminate immediately for cause, including material failure to meet milestone requirements or breach of confidentiality

8. Confidentiality & Intellectual Property

All company data, systems, operational plans, and intellectual property developed or accessed during this engagement remain the sole property of Upgrow Rwanda Ltd.

- Yann Terry Ntwari may not share, reproduce, or use Company information outside the scope of this Agreement without prior written consent from the CEO
- Any work, systems, processes, or innovations developed as part of this role shall be considered Company property
- This confidentiality obligation remains in effect during and after the term of this Agreement

9. Entire Agreement & Amendments

This Agreement, including the COO Competency & Equity Roadmap in Section 5, constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements. Any amendments must be made in writing and signed by both Parties.

10. Governing Law

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

11. Signatures

By signing below, both Parties confirm they have read, understood, and agreed to all terms of this Founding Member Agreement, including the milestone-based equity structure outlined in Section 5.

<p>Kenny Rubaduka Founder & CEO — Upgrow Rwanda Ltd</p> <p>Signature: _____</p> <p>Date: ___ / ___ / 2026</p>	<p>Yann Terry Ntwari Chief Operating 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.