



# UPGROW RWANDA LTD

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

## TEAM EQUITY AGREEMENT

### Business Development Lead

— Team Member —

### 1. Parties to this Agreement

COMPANY	TEAM MEMBER
<b>Upgrow Rwanda Ltd</b> Reg. No. 134202981 Kinyinya, Gasabo, Kigali, Rwanda Founder & CEO: Kenny Rubaduka Company Code: 134202981	<b>Sacha Bayingana</b> Title: Business Development Lead Email: _____ Address: _____ NID No.: _____
<b>Agreement Date: ___ / ___ / 2026</b>	<b>Effective Date: ___ / ___ / 2026</b>

### 2. Purpose

This Team Equity Agreement recognizes Sacha Bayingana as the Business Development Lead of Upgrow Rwanda Ltd. It defines his role, milestone-based equity structure, responsibilities, and long-term incentives in supporting Upgrow Rwanda Ltd from pilot phase through to scale.

### 3. Role & Responsibilities

As Business Development Lead, Sacha Bayingana is a senior member of the Upgrow leadership team.

Responsibilities include:

#### Business Development:

- Generating new Letters of Intent with HORECA, hospitality, retail, and institutional buyers, growing the Company's commercial pipeline beyond the existing twelve (12) signed LOIs.
- Sourcing and surfacing qualified strategic opportunities for the Company: distribution partnerships, sponsorship arrangements, channel introductions, supplier relationships, and similar growth-stage opportunities.

- Supporting the Founder & CEO with the materials, intelligence, and buyer context required to convert LOIs into signed multi-year supply contracts.

*Note: conversion of Letters of Intent into signed multi-year supply contracts is owned by the Founder & CEO, not by the Team Member.*

**Reporting:**

- Producing monthly written reports to the Founder & CEO on pipeline status, milestones, and risks.

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

## 4. Nature of Relationship

Sacha Bayingana is engaged as a Team Member and independent contributor. The engagement is part-time and hybrid, combining in-person work in Kigali with remote work as appropriate. Nothing in this Agreement shall create a formal employment relationship or grant authority to bind the Company without the Founder & CEO's written authorization.

## 5. Equity Compensation — Milestone-Based Vesting

### 5.1 Equity Grant

The Company hereby grants Sacha Bayingana a total of one percent (1.0%) equity in Upgrow Rwanda Ltd, earned through the successful completion of two performance milestones as outlined below. Each milestone unlocks 0.5% equity upon verified completion and Founder & CEO sign-off.

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

*A cliff of six (6) months from the Effective Date applies to the entire equity grant. If the engagement ends for any reason before the six-month cliff is met, no equity vests, regardless of milestone completion.*

### 5.2 Business Development Roadmap

Phase	Requirements & Deliverables	Equity Unlock
<b>Phase 1</b> <b>Business Development</b> <i>New Buyer Pipeline</i>	<ul style="list-style-type: none"> <li>• Generate at least ten (10) new Letters of Intent with HORECA, hospitality, retail, or institutional buyers, beyond the existing twelve (12) LOIs already signed.</li> <li>• Provide the Founder with all materials, buyer profiles, and context required to support contract negotiation.</li> <li>• Milestone: 10 new LOIs signed and submitted to the Founder, verified in writing by the Founder &amp; CEO.</li> </ul>	<b>0.5%</b> <b>Equity Unlock</b>
<b>Phase 2</b> <b>Opportunity Sourcing</b> <i>(within 12 months of Effective Date)</i>	<ul style="list-style-type: none"> <li>• Source and surface to the Founder at least five (5) qualified strategic opportunities for the Company: distribution partnerships, sponsorships, channel introductions,</li> </ul>	<b>0.5%</b> <b>Equity Unlock</b>

	<p>supplier relationships, or comparable growth-stage opportunities.</p> <ul style="list-style-type: none"> <li>• Each opportunity must be documented (counterparty, contact, brief, fit rationale) and submitted to the Founder for evaluation.</li> <li>• Milestone: 5 qualified strategic opportunities sourced, documented, and submitted within twelve (12) months of the Effective Date, verified in writing by the Founder &amp; CEO.</li> </ul>	
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**Total Equity upon completion of both milestones: 1.0%**

### 5.3 Future Equity Upside

Upon completion of both milestones and continued contribution to scaling Upgrow Rwanda Ltd beyond the pilot phase, Sacha Bayingana may be eligible for additional equity, to be agreed in writing between the Parties on the basis of measurable, proven contribution.

### 5.4 Option Pool & Dilution

Any future option pool created by the Company for new hires or advisors shall be drawn from the Founder & CEO's equity share. Sacha Bayingana'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

Sacha Bayingana 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.

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## 6. Compensation

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

- No cash compensation is payable during the equity-only phase of this Agreement.
- Once the Company transitions out of the pilot phase, the Parties commit to a good-faith discussion to introduce cash compensation alongside the equity structure. For this purpose, transition out of the pilot phase means: (a) a validated financial model signed off by the Company's Finance Director, and (b) at least twelve (12) signed multi-year supply contracts in place.
- Upon scale, compensation will be renegotiated based on contribution and the Company's financial position.
- This Section expresses the Parties' shared intent. It does not commit the Company to any specific salary figure, structure, or timing.

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## 7. Term & Termination

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

- All earned equity from milestones met before the termination date remains with Sacha Bayingana, subject to the six-month cliff and Sections 8 and 9.
- Any equity tied to milestones not yet met reverts to the Company immediately upon termination.
- Earned equity (from milestones met before the termination date) remains with Sacha Bayingana, provided the six-month cliff has been satisfied and the Team Member is not in breach of Sections 8 or 9.
- Any equity tied to milestones not yet met is forfeited on termination.
- Either party may terminate with thirty (30) days written notice.
- The Company may terminate immediately for cause, including material failure to meet milestone requirements, breach of confidentiality, breach of non-compete, or any act that materially damages the Company's interests. In the event of termination for cause, all equity (including any equity already earned through completed milestones) is forfeited.

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## 8. Confidentiality & Intellectual Property

All Company data, systems, operational plans, pipeline information, buyer contracts and Letters of Intent, the terms of the MINAGRI Memorandum of Understanding, supplier identities and pricing, financial model, brand assets, and intellectual property developed or accessed during this engagement remain the sole property of Upgrow Rwanda Ltd.

- Sacha Bayingana may not share, reproduce, or use Company information outside the scope of this role without prior written consent from the Founder & CEO.
- All work product, including sales collateral, presentations, buyer research, customer and pipeline records, and any related materials, shall be considered Company property and is hereby assigned to the Company.
- The confidentiality obligation remains in effect during and for three (3) years after the term of this Agreement.

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## 9. Non-Compete & Non-Solicitation

During the term of this Agreement and for twelve (12) months following its termination, regardless of cause, Sacha Bayingana shall not, directly or indirectly:

- Perform business development or commercial work for any other agritech business, aeroponic or hydroponic operation, or controlled environment agriculture company operating in Rwanda or within the East African Community.
- Solicit, or attempt to solicit, any of the Company's customers, partners, suppliers, or Letters of Intent counterparties for any purpose competing with the Company.
- Recruit, or attempt to recruit, any employee, contractor, or team member of the Company to another organization.

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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 the Republic of Rwanda. Any dispute that cannot be resolved by good-faith discussion shall be settled by the competent courts of Kigali.
  - Sacha Bayingana shall disclose, in writing, any other engagements, employments, board positions, advisory roles, or business interests that may conflict with the Company's interests, and shall not enter into any such engagement without the Founder's prior written consent.
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## 11. Signatures

By signing below, both Parties agree to the terms of this Team Equity Agreement.

**Kenny Rubaduka — Founder & CEO, Upgrow Rwanda Ltd**

Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / 2026

**Sacha Bayingana — Business Development Lead, Upgrow Rwanda Ltd**

Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / 2026