



## Employment Agreement

THIS AGREEMENT made as of the \_\_ Day of \_\_ 20\_\_, between **Mobisky Innovations Ltd** a corporation incorporated under the laws of the Republic of Kenya, and having its principal place of business at **9 planets Apartments Venus 8, Kabarnet Road off Ngong Road** referred here as (the "Employer"); and **Raphael Ngigi Wanjiku** of National ID Number **25512795**, a Citizen of Kenya referred here as (the "Employee").

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

### 1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

### 2. Position Title

As a **Senior Software Developer**, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner:-

- (a) Collect requirements for system projects to be done by the Employer
- (b) Design the system projects to be done by the Employer
- (c) Develop prototypes, modules, and full systems as required in different project implementations
- (d) Document the system develop
- (e) Develop related manuals of products owned by the Employer
- (f) Make presentations of products developed/owned by the Employer
- (g) Perform market research and advise the company on possible business ventures and products to be developed
- (h) Advise the company on current trends in the market and advise the company on

- how to strategically position itself
- (i) Achieve the work targets set by the Employer
  - (j) Other duties as may arise from time to time and as may be assigned to the employee.

### 3. Compensation

- (a) As full compensation for all services provided the employee shall be paid at
- (b) the rate of **Ksh.50,000.**
- (c) The salary mentioned in paragraph (I)(a) shall be reviewed at the discretion of the Employer
- (d) All reasonable expenses arising out of employment shall be reimbursed, assuming the same have been authorized prior to being incurred and with the provision of appropriate receipts.

### 4. Vacation

The Employee shall be entitled to vacations in the amount of 27 days per annum.

### 5. Benefits

The Employee shall be entitled to benefits at the discretion of the Employer.

### 6. Probation Period

It is understood and agreed that the first **ninety days** of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

The extension of this contract beyond the probation period shall be determined by the following:-

- a) Achievement of the set targets
- b) Discipline and general performance of the employee
- c) Commitment to work by the employee
- d) Adherence to work ethics such as time management, good relations with employees, and courtesy to clients and colleagues.
- e) Demonstration of exemplary skills in software development
- f) Demonstration of innovative products and services due to initiatives initiated by the employee

### 7. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

## **8. Termination**

- (a) The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- (b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- (c) The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Standards Act 2000 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employees entire entitlement arising from said termination.
- (d) The employee agrees to return any property of Mobisky Innovations Ltd at the time of termination.

## **9. Non- Competition**

- (1) It is further acknowledged and agreed that following termination of the employee's employment with Mobisky Innovations Ltd for any reason the employee shall not hire or attempt to hire any current employees of Mobisky Innovations Ltd.
- (2) It is further acknowledged and agreed that following termination of the employee's employment with Mobisky Innovations Ltd for any reason the employee shall not solicit business from current clients or clients who have retained Mobisky Innovations Ltd in the 6 month period immediately preceding the employee's termination.

## **10. Laws**

This agreement shall be governed by the laws of the Republic of Kenya.

## **11. Independent Legal Advice**

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- (a) The Employee has had such independent legal advice prior to executing this agreement, or;
- (b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

#### **12. Entire Agreement**

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

#### **13. Severability**

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

RAPHAEL WANJIKU  
[Name of employee]

\_\_\_\_\_  
[Signature of Employee]

AMOS GICHAMBA  
\_\_\_\_\_  
MANAGING DIRECTOR



\_\_\_\_\_  
**1<sup>st</sup> November 2019**

\_\_\_\_\_  
DATE