

Ayomide Ilesanmi

6 Ilesanmi Close, Off Ikuomola Street,
Idimu,
Lagos, Nigeria
ilesanmiayomide01@gmail.com

Subject: Offer of Employment

Dear Ayomide,

We are pleased to offer you the position of **Platform Operations and Project Coordinator at EnerDeFi Limited**, with effect from **May 1, 2025**, under the terms outlined in this letter and in accordance with Nigerian labour laws and EnerDeFi's internal policies.

1. Compensation and Benefits

You will receive a gross monthly compensation of **₦225,000 (Two Hundred and Twenty-Five Thousand Naira Only)**, broken down as follows:

Pay Item	Amount (₦)
Basic Salary	67,500.00
Housing Allowance	56,250.00
Transport Allowance	56,250.00
Reimbursements	45,000.00
Total Gross Pay	225,000.00
LESS: Health Insurance (NHIS)	3,375.00
LESS: Pension	14,400.00
LESS: PAYE Tax	14,824.87
Total Deductions	32,599.87
Take-Home Pay	192,400.13

In words: **One Hundred and Ninety-Two Thousand Four Hundred Naira and Thirteen Kobo Only (₦192,400.13)**

Additional Employer Contributions:

- Employer NHIS: ₦6,750.00
- Employer Pension: ₦18,000.00

Tax Summary:

- Chargeable Income: ₦113,113.33
- Effective Tax Rate: 8.2360%
- Average Tax Rate: 13.1062%
- Marginal Tax Rate: 19.00%

2. Equity / Stock Options

In recognition of your role in building the long-term value of EnerDeFi, upon successful confirmation after your probation period and subject to board approval of the EnerDeFi Employee Stock Option Plan (ESOP), you will be entitled to participate in the company's equity incentive scheme.

The specific terms, including grant size, vesting schedule, and pricing, will be detailed in a separate Option Grant Letter upon activation of the ESOP.

3. Terms of Employment

- **Probation Period:** 6 months
- **Leave:** 20 working days of paid annual leave
- **Working Hours:** 9:00 AM to 5:00 PM, Monday–Friday (flexibility required based on project demands)

4. Confidentiality & IP

You will be required to sign a **Confidentiality and IP Assignment Agreement**, ensuring that all work-related IP remains the property of EnerDeFi.

5. Termination

- During probation: One week's notice or pay in lieu
- After confirmation: One month's notice or pay in lieu

Grounds for summary dismissal include gross misconduct, breach of confidentiality, or conflict of interest.

6. Conditions Precedent

This offer is subject to:

- Completion of onboarding documentation (ID, NIN, BVN, Pension PIN)
- Signing of standard agreement (Confidentiality, IP Assignment and Non Solicitation Agreement)

We believe in your potential to contribute meaningfully to our mission of revolutionizing energy access through decentralized finance.

Please confirm your acceptance by signing and returning this letter on or before **June 1, 2025**.

Warm regards,



Chinyere C. Obi
Founder,
EnerDeFi Limited

Employee Acceptance

I, Ilesanmi Ayomide Sarah....., accept the above offer and the terms outlined herein.

Signature: 
Date: May 28, 2025

Confidentiality, Intellectual Property, and Non-Solicitation Agreement

This Confidentiality, Intellectual Property, and Non-Solicitation Agreement (the “Agreement”) is entered into on May 23, 2025 by and between:

EnerDeFi Limited, a company registered under the laws of Nigeria with its principal office at 37 Lugard Avenue, Ikoyi, Lagos, Nigeria (hereinafter referred to as the “Company”),

AND

Ayomide Ilesanmi residing at 6 Ilesanmi Close, Off Ikuomola Street, Idimu, Lagos, Nigeria (hereinafter referred to as the “Employee”).

1. Purpose

This Agreement outlines the confidentiality obligations, intellectual property rights, and post-employment restrictions applicable to the Employee, to protect the Company’s assets, inventions, strategy, and business relationships.

2. Confidential Information

Confidential Information includes all non-public, proprietary, or sensitive information, whether oral, written, digital, or otherwise, disclosed to the Employee and related to the Company’s products, services, business strategy, finances, clients, suppliers, systems, or personnel.

3. Employee Obligations

The Employee shall:

- Maintain strict confidentiality of all Confidential Information.
- Not disclose, duplicate, or use such information for any purpose outside their duties.
- Promptly return all Company property and records (physical and electronic) upon request or at termination.
- Safeguard all data, logins, access codes, and work output.
- Avoid storing confidential information on personal devices without encryption or approval.

4. Third-Party IP Disclaimer

The Employee confirms that they are not subject to any obligation or restriction from a previous employer, contract, or third party that would conflict with their responsibilities at EnerDeFi. The

Employee agrees not to bring or use any third-party proprietary materials without written authorization.

5. Intellectual Property Ownership

All inventions, innovations, trade secrets, works of authorship, systems, code, or other intellectual property developed by the Employee during the term of employment, whether on or off-duty and whether using Company resources or not, shall be the exclusive property of EnerDeFi Ltd.

6. Waiver of Moral Rights

The Employee irrevocably waives any and all moral rights in works created during employment, including rights of attribution and integrity, to the extent permitted by Nigerian law.

7. Non-Solicitation

For a period of 24 months following the end of employment, the Employee agrees not to:

- Solicit or hire any Company employees, advisors, or contractors;
- Interfere with any customer, vendor, or partnership relationship;
- Engage in or support any effort to divert business from the Company.

8. Duration and Survival

The Employee's obligations of confidentiality and non-solicitation shall survive for five (5) years following termination of employment. Intellectual property ownership rights survive indefinitely.

9. Return of Property

Upon termination or request by the Company, the Employee shall return all physical property, digital files, source code, documentation, credentials, and other materials belonging to the Company.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, including but not limited to the Copyright Act and Companies and Allied Matters Act (CAMA) 2020.

11. Acknowledgment and Signature

The Employee confirms that they have read, understood, and voluntarily agreed to this Agreement. This Agreement is binding upon the Employee and their representatives and successors.

Signed this May 23, 2025

For EnerDeFi Ltd:

Name: **Chinyere C. Obi**

Title: **Founder**

Employee:



Name: **Ayomide Ilesanmi**

Employment Letter - Ayomide Ilesanmi

Final Audit Report

2025-05-28

Created:	2025-05-24
By:	Chinyere Obi (chinyereobi@icloud.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOzVa81eUy7F3qo-eDmgWtlwLoRK1IAz5

"Employment Letter - Ayomide Ilesanmi" History

-  Document created by Chinyere Obi (chinyereobi@icloud.com)
2025-05-24 - 3:03:14 PM GMT- IP address: 102.89.42.117
-  Document emailed to ilesanmiayomide01@gmail.com for signature
2025-05-24 - 3:04:34 PM GMT
-  Email sent to ayomide.ilesanmi@enerdefi.com bounced and could not be delivered
2025-05-24 - 3:04:52 PM GMT
-  Email viewed by ilesanmiayomide01@gmail.com
2025-05-24 - 3:14:30 PM GMT- IP address: 66.249.93.36
-  Signer ilesanmiayomide01@gmail.com entered name at signing as Ilesanmi Ayomide Sarah
2025-05-28 - 2:43:30 PM GMT- IP address: 102.88.111.82
-  Document e-signed by Ilesanmi Ayomide Sarah (ilesanmiayomide01@gmail.com)
Signature Date: 2025-05-28 - 2:43:32 PM GMT - Time Source: server- IP address: 102.88.111.82
-  Agreement completed.
2025-05-28 - 2:43:32 PM GMT