

EMPLOYMENT CONTRACT FOR INDEFINITE DURATION

BETWEEN ON THE ONE HAND

The company: **Atdomco S.à.r.l**
having its registered office at
2, Place de Strasbourg
L-2562 Luxembourg
Grand Duchy of Luxembourg

Represented by Mr Guillaume Muller and Mr Dominique Audia

hereafter referred to as "**the Employer**" or "**the Company**"

AND ON THE OTHER HAND

Mr. Moses Azugah, born in Accra (Ghana) on October 4th, 1992, with his personal address at 2, rue du Dauphine F-57970 Yutz, France.

Hereafter referred to as "**the Employee**"

hereafter jointly referred to as "**the Parties**"

IT IS AGREED AS FOLLOWS:

Article 1. Functions

- 1.1.**The Employee is engaged in the capacity of *Junior Fund Accountant*. He will perform all the tasks, which are directly or indirectly, necessary or useful for the performance of the duties concerned. The Employee shall faithfully and diligently perform such duties.
- 1.2.**The Employer shall have the right to appoint the Employee for different tasks and to transfer his to other functions in the Company. Such change shall under no circumstances be regarded as having altered an essential element of his employment contract (the "Contract").

Article 2. Duration

- 2.1. The Contract is concluded for an indefinite period of time and will enter into force on May 13th 2022, or later, under the resolutive condition that the Employee provides the Company with a written confirmation in accordance with article L.326-1 of the Luxembourg Labour Code (Code du Travail) declaring him fit for work. The Employee commits himself to undergo the relevant medical examination as well as any subsequent medical examination resulting thereof in accordance with the applicable law provisions.
- 2.2. The Contract is concluded under the suspensive condition of the Employee's possession and the Employee's communication to the Employer of a valid residence permit, and its renewal. The Employee commits himself to take the necessary steps at least two months before the expiration of his residence permit, in view of the procurement of said renewal.
- 2.3. The Contract is also subject to the suspensive condition that the Contract is returned duly signed by the Employee and the Employer no later than May 10th, 2022 (the postmark shall be deemed the evidence of the sending).
- 2.4. The Contract will only enter into force as of the fulfillment of these suspensive conditions. Until the entry into force of the Contract, no party will be able to claim any rights related to the Contract.
- 2.5. Probation period of 6 months will be applied to this Contract.

Article 3

Place of employment

- 3.1. The Employee shall carry out his duties at the Employer's registered office located at Luxembourg and shall undertake all travelling which appears to be necessary for the proper performance of the Contract, whether in the Grand-Duchy of Luxembourg or abroad.
- 3.2. The Employer shall have the right to change the work place according to the Company needs within the Luxembourg. The Employee expressly agrees that a change of the place of employment shall not and under no circumstances, be regarded as an amendment to an essential element of the Contract.

Article 4

Working hours

- 4.1. The work schedule is made up of 40 hours per week, from Monday to Friday. The working day is eight hours, to be performed between 8:00 am and 6:30 pm.
- 4.2. The Employer shall have the right to modify the working hours according to the company's needs. Indeed, the Employee agrees that the working duration may be amended from time to time according to the needs of the Company. The actual working

hours will indeed depend on the importance, complexity and urgency of the Company's activities.

Articles 5 Remuneration

5.1. The Employee's monthly gross salary shall be set at EUR 3.800 (with the index applicable at the day of entering into force of the Contract) computed on twelve months per annum. Moreover, every month; the Employee will be entitled to a budget for allowances of 18 lunch vouchers with face value EUR 8.4 each. The payment shall be monthly after deduction of tax, lunch vouchers and social security charges as provided by law.

5.2. Moreover, the Employee will benefit from an annual formation budget not lower than EUR 750 per annum.

5.3. The Employee shall expressly agree that his remuneration be paid into bank account n° **FR76 1360 6000 9146 3320 8575 136** at the bank **Crédit Agricole**.

Article 6 Bonus

The Employer may grant to the Employee a discretionary annual bonus. The bonus is based notably on the performance of both the Employee and the Company, and remains at the sole discretion of the Employer. It cannot be considered as a part of the remuneration of the Employee, and its regular payment may not prevent the Employer to not pay it. Being considered as a gift, whatever its frequency and its amount, it cannot constitute a vested right, either for the coming years, or for the calculation of any compensation due to the Employee.

Article 7 Expenses

Expenses incurred by the Employee in relation with the performance of his duties with the agreement of the Employer shall be reimbursed in accordance with the procedure as set out by the Employer and detailed in the internal rules applicable within the Company (**the "Internal Rules"**).

Article 8 Annual Holidays

8.1. In addition to the public holidays, the Employee shall be entitled to (i) 30 days of holidays per year accrued by a twelfth per month, and (ii) some additional days discretionary allocated by the Employer will be allocated to the Employee in the context of his on- going formation plan. The fact to have additional discretionary days off a year does not entitle the Employee to the same number of days off the following year.

8.2. The Employee decides, in a reasonable timeframe, when to take his leave, provided Business needs or the justified request for holidays of other employees do not speak against it. The timing of the holidays shall have to be agreed by the Employer. The holidays have to be taken until the end of the calendar year. The holidays not taken at the end of the year can, exceptionally, be carried forward to the next year, but no further than to 31 March.

Article 9

Confidentiality

- 9.1. The Employee acknowledges that, through his functions, he is induced to access, directly or indirectly, technical or business information or any other personal or confidential data relating to the Employer, its employees, to the clients of the Employer or affiliated subsidiaries or branches thereof.
- 9.2. Furthermore, the Employee acknowledges that the disclosure of such information or confidential data within the Company or to persons or entities external to the Company will place the latter in a delicate and disadvantageous position and may be seriously prejudicial to
- 9.3. Consequently, the Employee undertakes, both during the performance of the Contract and after the termination thereof, to observe the strictest discretion and professional secrecy on all confidential information or data collected during the employment relationship. The Employee undertakes to strictly follow the confidentiality provisions as stated in the Internal Rules of the Company.
- 9.4. Any disclosure to third parties of confidential information or data must be specifically authorized by written and formal consent of the Employer.
- 9.5. Both during the Contract and after the termination thereof, the Employee shall refrain from: using, for his own account, confidential information or data governed by this article outside the scope of the Contract and notably those contained in the Employers computer network,
- 9.6. Transporting, outside the Grand Duchy of Luxembourg, information relating to a client, whatever the medium be, unless specifically authorized by written and formal consent of the Employer and the client involved.
- 9.7. Any infringement, even minor, to the provisions of this article shall be considered as gross misconduct justifying the immediate termination of the Contract without notice or severance pay, without prejudice to any other claim or proceeding which may be undertaken by the Employer.

Article 10

Ownership

All commercial documents, including electronic and business documents, and equipment put at disposal of the Employee, or more generally used by the latter during the performance of his function, in particular manuals, the access card to the Company building, shall remain the exclusive property of the Employer, or, if the case may be, benefit and must be returned to the latter immediately upon request, and in all events, at the termination of the Contract, in a condition appropriate to their normal use. The Employee shall keep no copies of these documents.

Article 11
Independence / Behavior

At any time during the employment relationship, the Employee shall comply with the independence and behavior rules of the Company vis-à-vis the clients as provided for by the Internal Rules.

Article 12
Non-competition

12.1. Unless expressly authorized by the Employer and for one year as other effective departure from the Company, the Employee shall refrain from carrying out any personal Business in the Grand Duchy of Luxembourg with or without consideration, occasionally or regularly, which might be considered as competitive vis-à-vis the Employer.

12.2. For one year following his effective departure from the Company, the Employee shall refrain from canvassing whole or part of the clients of the Company and from poaching any employee of the Company.

Article 13
Exclusivity / Communication

12.3. The Employee shall not, at any time during the period of the Contract carry out any other professional activity, whether as an employee or an independent. Exceptionally, the Employer may authorize the Employee by prior written agreement to carry out another professional activity.

12.4. The Employee shall not, at any time during the period hereof accept any mandate which may be detrimental to the work he has to perform on behalf of the Employer or to the reputation of the latter. Exceptionally, the Employer may authorize the Employee by prior written agreement to carry out such a mandate.

12.5. In case of public appearances, the Employee shall not mention that belongs to the Company, unless expressly authorized to do so by the latter.

12.6. Publications or public appearances by the Employee relating directly or indirectly to his functions shall have to be authorized by the Company beforehand.

Article 14
Copyright

14.1. The Employee assigns to the Employer, exclusively and free of charge, for the duration of protection of the work, including any possible extensions, the patrimonial rights (including notably reproduction rights and public communication rights) on literary and artistic works which may be protected in the meaning of the law of 18 April 2001 relating to copyrights (the "Works"), which she may create during his employment or according to the instructions of the Employer, by all exploitation means and on all known media with respect to the current state of the technology at the date of the Contract.

- 14.2.** As a reproduction right, the Employee shall authorize from now on adaptations, modifications, translations, arrangements and any transformation of his Works by the Employer. As a public communication right, the Employee specifically authorizes the integration and the extraction of his Works in, or from, a database in the meaning of the Law of 18 April 2001.
- 14.3.** The Employee also specifically authorizes the Employer to communicate the Works to third parties, by any means including wire or wireless transmissions, broadcasting, satellite, cable or network.
- 14.4.** The Employee waives the exercise of his moral rights (including disclosure rights, authorship rights and rights to the respect of the entirety of the work) in favour of the Employer for an unlimited duration and for the whole developments of his Works on every kind of medium as provided in the aforementioned paragraphs.

Article 15

Work disability

- 15.1.** In the event of disability because of illness or accident, and in the event of an extension of this initial disability period, the Employee shall be bound to notify the Employer immediately. At the latest by the close of the third day of work disability, the Employee is required to provide the Employer with a medical certificate stating the beginning and the expected duration of disability.
- 15.2.** In the event of disability because of illness or accident, the Employee will be submitted, at the Employer's request, to a medical examination carried out by a doctor or a specialist appointed by the Employer.

Article 16

Termination of the Contract

Termination of the employment contract, in particular the notice period, is governed by the applicable provisions of the Luxembourg Labour Code. In case the Employee does not hold a valid residence permit, the Employer may terminate the Contract with immediate effect.

Article 17

Gross misconduct

The following facts are notably considered as gross misconducts justifying a termination of the Contract without any notice or severance pay:

- An unjustified absence of at least three consecutive working days,
- Any fact, act or behavior, which would harm the discipline, the good execution and the regularity of the work, as well as the confidence that must exist between the Employer and the Employee,
- Any breach of the provisions of articles 9, 10, 11, 13, 15 and 19.4. of the Contract.

Article 18

Internal Rules

The Employee may freely access the Internal Rules at the Company premises as of the commencement of his function.

Article 19

Personal data

In accordance with the provisions of the applicable legislation, in particular Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, hereafter "GDPR"), the Employee acknowledges that she has been informed and that she expressly accepts that the Employer uses, both during and after his employment (as far as necessary and without prejudice to paragraph 3 below), within the framework of the Company and within the limits of the applicable regulation, his personal data such as, especially, name, address, date and place of birth, social security number, photo and / or any other reproduction of himself. The legal basis for the processing of the Employee's personal data is the execution of the employment contract concluded with the Employee. The purpose of the processing is the administration of the payroll and the human resources as well as the good execution of the employment contract.

Atdomco S.à.r.l, established and having its registered office at 2, Place de Strasbourg, L-2562 Luxembourg, is responsible for the processing of the Employee's personal data.

The Employee is informed that the Employer will keep data concerning his employment, among others, in electronic form, and she expressly agrees that such data, for professional use, may be stored or transferred to any other place of work of the Employer or of the group of which the Employer is a member, including companies of the group that are established abroad, as well as to subcontractors or other co-contractors of the Employer (e.g. for the execution of a mission with this co-contractor, etc.). The Employee's personal data are kept no longer than is necessary for the purposes for which they are collected and processed. The retention period essentially depends on the type of data. As an example, data relevant for the accounting of the Company may be kept for a duration of up to 10 years after the end of the employment relationship. Data that may serve as evidence in case of dispute, actions or demands from employees, may be kept for a duration of 3 years after the end of the employment relationship (this period is in line with the provisions of article 2277 of the Civil Code, stipulating that there is a time limit of 3 years for actions relating to the payment of remunerations of any kind).

The persons occupying the following positions are the recipients of the employees' personal data: Mathieu Klein, Compliance Officer / Guillaume Muller, Manager.

The Employee base, in addition to the rights to be informed and to rectify his personal data, the right to require erasure of his personal data, provided that constraints and legal obligations applicable to the Employer do not conflict with this.

In particular, situations specified in the GDPR, the Employee may also request the right to obtain restriction of processing so that the personal data can only, with the exception of their retention, be treated with the consent of the Employee.

In particular, situations specified in the GDPR, the Employee has the right to receive all personal data concerning his and provided to the Company, and to transfer them to another controller (right to data portability). The Employer reserves the right to charge a fee for such transfer, especially in the case of frequent requests and/ or in the event of a request deemed excessive in the volume of the data. The Employee has to inform the Employer in writing in due course before the end of the employment contract if he intends to make use of this right. Otherwise, the Employer cannot be held responsible for the erasure of the personal data.

Without prejudice to any other administrative or legal remedy, the Employee has the right to lodge a complaint with the national supervisory authority if he considers himself being the victim of a breach in the processing of his personal data.

Any questions relating to the processing of personal data should be addressed to Guillaume Muller, Director.

Article 20

Nullity-Legislation - Courts jurisdiction

- 20.1.** If any term of provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby.
- 20.2.** The Contract is governed by Luxembourg law.
- 20.3.** For matters not expressly set forth in this Contract, the Parties refer to the legal, statutory and administrative provisions applicable in the Grand Duchy of Luxembourg.
- 20.4.** The Parties hereby explicitly agree that the Courts of Luxembourg shall settle any disputes as to the existence, interpretation, completion or termination of the Contract.
- 20.5.** The Parties hereto confirm to have sufficient knowledge of spoken and written English to fully understand the provisions of the present Contract.

Signed in Luxembourg, on May 10th, 2022, in duplicate with both parties acknowledging receipt of an original.

DocuSigned by:
Dominique Guillaume Muller
267C6D4F50C1413...412C510C03CB494...
The Employer

DocuSigned by:
AST
9016872F88B5408...
The Employee*

Read and
approved

* Signature of the Employee to be preceded by the handwritten words "read and approved"