

[THIS IS A TEMPLATE FOR YOU TO VIEW AND UNDERSTAND THE TERMS OF THE CONTRACT. TO SIGN THE CONTRACT, HEAD OVER TO THE ACTUAL CONTRACT SHARED VIA DOCUSIGN]

ALI LEARNING & CONTRIBUTION AGREEMENT (the “Agreement”)

I. SPECIFIC TERMS & SIGNATURE PAGE

1. YOUR INFORMATION	
“You” or the “Young Leader”:	{{name of young leader as shown in passport or official ID}}
Email:	{{personal email of young leader; not alx or the room email}}
Mailing Address:	{{full residential address of young leader, including street, city and country}}

2. OUR INFORMATION	
“We” or the “Company”:	African Leadership International Limited (formerly African Leadership (Mauritius), Limited), a private company limited by shares incorporated in the Republic of Mauritius, with Business Registration Number (BRN) C14117099.
Email:	legal@theroom.com , with a copy to finance@theroom.com and softwareengineering@alx.app and membership@theroom.com
Mailing Address:	6th floor Tower A, 1 Cybercity, Mauritius.

3. INFORMATION OF THIS AGREEMENT	
“Parties”:	The parties to this Agreement are you and the Company (each, a “ Party ” and jointly, the “ Parties ”).
“Effective Date”:	The date of the last signature.
“End Date”	The earlier of the termination reasons described in Section 5 of the General Terms.
“Programme”	The programme described in Section 4 (Information of the Programme).
Contribution Amount:	➤ USD \$25.00, if you earn USD \$399.00 per month or less. ➤ USD \$50.00, if you earn USD \$400.00 per month or more. <i>You are not required to make Contributions if you are unemployed. See Section 3.6 of the General Terms for additional information.</i>
“Contribution Period”	Begins 1 month after the completion of the Programme and ends on the date you have made 120 Contributions.

	<i>This means if you complete the Programme in May 2021, the Contribution Period begins in July 2021 and ends in July 2031 (if you made Contributions every month).</i>
Complete Agreement	This Agreement comprises (i) these Specific Terms & Signature Page; and (ii) the General Terms.
Governing Law:	Mauritius.
Jurisdiction:	Mauritius.

4. INFORMATION OF THE PROGRAMME	
Programme Name:	ALX Software Engineering Programme
Programme Description:	A 12-month intensive, cohort-based online programme equipping you with the skills to become a front-end or back-end developer. <i>The full information of the Programme is available at:</i> https://www.alxafrica.com/software-engineering-january-cohort-video-page/ .
Start Date of the Programme:	25/01/2021 (dd/mm/yyyy).
Duration of the Programme:	12 months from the Start Date of the Programme.
Completion of the Programme:	To complete the Programme you will need to: 1. A minimum overall grade of 80% in each term; and 2. 100% completion of End of Year Projects.
Programme Mode:	Online.

By signing below, each Party acknowledges to have carefully read and fully understood this Agreement and agrees to be bound by its terms and conditions.

The Company

Signature: _____

Name: Frederick Kenneth SWANIKER

Title: Director

Date Signed: (to be included with DocuSign)

The Young Leader

Signature: _____

Name: (as shown on section 1 above)

Date Signed: (to be included with DocuSign)

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II. GENERAL TERMS

Capitalized terms that are not defined here will have the meaning given in the Specific Terms & Signature Page.

1. Some Definitions

- 1.1. **"ALI"** The Company together with any subsidiaries or affiliates.
- 1.2. **"Contributions"** The contributions you will make to ALI to enable the next generation of young leaders to enroll in our programmes.
- 1.3. **"Programme Content"**: All materials made available to you as part of the Programme (for example, lessons, forms, worksheets, checklists, ongoing live training sessions, private discussion groups, session notes, syllabi, study guides, homework assignments, assessment tools like tests and quizzes, visual aids, images, diagrams, multimedia presentations, webready content, and educational software).
- 1.4. **"Intellectual Property Rights"**: Any existing or future trade secrets, patents, utility models, copyrights, trademarks, business names, domain names or any rights associated with them, registered or unregistered under the laws of any country.

2. The Programme

- 2.1. We will provide you with access to all of the Programme Content.
- 2.2. We grant you a single-use, non-exclusive, non-transferable, revocable license to access, view and use the Programme Content.
- 2.3. You can download, store and print single copies of the Programme Content.
- 2.4. You understand that:
 - a. All ownership rights in the Intellectual Property Rights of the Programme and the Programme Content belong exclusively to us.
 - b. The Intellectual Property Rights of the Programme and the Programme Content is protected by intellectual property laws, policies, regulations and international agreements.
 - c. Except for the limited license we are granting you, any use of the Programme Content (including modification, transmission, distribution, or other exploitation) is prohibited unless you have written consent from us.

3. Your Contributions

- 3.1. You do not have to pay any tuition or fees to participate or complete the Programme.
- 3.2. Once the Programme is completed, you agree to make Contributions during the Contribution Period.
- 3.3. The amount of your Contributions will depend on your monthly income. *The exact amount of your Contributions is detailed in the Specific Terms & Signature Page.*
- 3.4. Your first Contribution is due 1 month after you complete the Programme. *This means if you complete the Programme on May 15 your first Contribution is due on July 1 of that year.*
- 3.5. The Contributions are due on or before the first day of each month. *In the example above, this means you will make the next Contributions no later than August 1 and September 1 of that year until the end of the Contribution Period.*

- 3.6. You are not required to make Contributions in any month that you are unemployed. *Remember your Contribution Period ends on the date you have made 120 Contributions and not after 120 months from your first Contribution.*
- 3.7. If you leave the Programme for any reason (including dropping out), you still need to make your Contributions during the Contribution Period.
- 3.8. Please reach out to us in case you want to leave the Programme or reduce your Contribution Period.

4. ALI Community Benefits

- 4.1. By enrolling in the Programme, you will be amongst the few privileged young leaders in Africa with access to the African Leadership International community (the “**ALI Community**”).
- 4.2. The ALI Community gives you access to opportunities to develop your networks, personal brand, values, career, leadership and entrepreneurship skills (the “**ALI Community Benefits**”).
- 4.3. The ALI Community is global, so you can enjoy the ALI Community Benefits online or at any of the ALI Community spaces, including the ALX sites across Africa and the Room clubhouses worldwide.
- 4.4. During the Contribution Period, you will receive a free membership to ALI’s most innovative product, “The Room”. You can find out more about The Room at: <https://theroom.com>.
- 4.5. You understand that your membership to The Room is subject at all times to its terms and conditions available at <https://www.theroom.com/terms-conditions> (the “**Room Agreement**”).

5. Termination

- 5.1. This Agreement will terminate automatically:
 - a. If you do not comply with any of your obligations under this Agreement ; or
 - b. If you provide us with false, incomplete, untrue, incorrect or misleading information; or
 - c. In case of any violation of our Intellectual Property Rights; or
 - d. If you become permanently unable to work because of a disability, subject to verification by a physician of our choice.
- 5.2. We have the right to immediately terminate this Agreement by written notice if it becomes unlawful, illegal, impossible or uneconomical for us to maintain its operations.
- 5.3. In case this Agreement is terminated, you will immediately lose access to the ALI Community Benefits, and your free membership to the Room will be cancelled instantly.

6. Other Important Terms

- 6.1. ***This Agreement represents an investment in your future and is not a loan or other debt or credit instrument.*** It represents your commitment to enable the next generation of young leaders to receive the opportunity you are receiving now through your Contributions and does not give us any rights regarding your employment, entrepreneurial, or educational pursuits. You are free to pursue any career of your choice and to live and work in any country you decide.

- 6.2. You agree to provide and maintain true, accurate, current and complete information about yourself and your references.
- 6.3. You consent to the collection and processing (including international transfer) of personal data in terms of our privacy policy available at <https://www.theroom.com/privacy-policy/>
- 6.4. This Agreement and your enrollment in the Programme are conditioned to:
 - a. You provide 5 personal and 5 professional references by completing this form: <https://forms.gle/D2zYHP778cP4MuZP6>.
 - b. You complete and approve the ALCA Course with a score of 85% or higher to confirm you fully understand the terms of this Agreement.

7. Miscellaneous

- 7.1. We strongly recommend you to consult with an attorney before signing this Agreement.
- 7.2. This Agreement contains the entire agreement relating to the Programme and your Contributions between you and the Company and supersedes any prior verbal or written arrangements.
- 7.3. This Agreement can be amended or modified by a written agreement between you and the Company.
- 7.4. You cannot assign or transfer the rights or obligations of this Agreement without our prior written consent. We can freely assign or transfer the rights or obligations under this Agreement.
- 7.5. In case any part of this Agreement is found to be invalid or unenforceable, the validity, and enforceability of the rest of the Agreement will not be affected.
- 7.6. This Agreement will be governed and interpreted in accordance with the laws set forth in the Specific Terms, regardless of any conflict of laws provision.
- 7.7. Any dispute resulting from this Agreement will be resolved by the courts set forth in the Specific Terms.
- 7.8. Headings are for reference purposes only and will not affect the interpretation of the Agreement.
- 7.9. This Agreement may be signed electronically, including DocuSign or similar.

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