GetBooks Software Development, IP Assignment and Maintenance Retainer Agreement

Parties

This Agreement is made at Kigali on 07 / 08 / 2026 (the Effective Date) between the two parties below.

The Company: DSK Professional Learning & Advisory LTD, a company registered in Rwanda, Company Code/TIN 156392490, with its office at Kagugu, Kinyinya, Gasabo District, Kigali, represented by NSABIMANA Jean de Dieu, Chief Executive Officer, email info@getbooks.rw, telephone +250 783 083 990.

The Developer: Names _____, nationality _____, ID or Passport No. _____, residing at District _____, Sector _____, email _____, telephone _____.

The Company and the Developer are each a Party and together the Parties.

Purpose and Scope

The Company engaged the Developer to design and build the software application known as **GetBooks**, and now engages the Developer to maintain it. GetBooks means every version of the application, past, present and future, including its source code, object code, mobile and web interfaces, database schema, process flows, designs, screenshots, documentation, credentials and all related materials (the Work).

This Agreement covers all work on GetBooks done by the Developer before and after the Effective Date. It confirms that the Company is the sole owner of the Work and sets the terms of the monthly maintenance retainer and the subscriber commission.

Roles and Responsibilities

The Company as Product Owner (frontend and features). The Company, through its Chief Executive Officer, leads the product vision and is responsible for the entire frontend look and feel and feature design of GetBooks. This covers UI/UX design, branding, wireframes, mockups and prototypes, screen layouts, user journeys, content, feature specifications, the product backlog and its priorities, and user acceptance testing. These designs and specifications are the Company's original creative work.

The Developer as Backend Engineer (making the app live). The Developer is responsible for the backend development that makes GetBooks live and functional. This covers the server side architecture and business logic, REST APIs and their documentation, database design, migrations and management, authentication, authorisation and user roles, integration of the Company's approved frontend designs with the backend, third party integrations such as payment, SMS and email services, deployment, hosting and DNS, environments for development, staging and production, CI/CD, security hardening, data backups, performance and scalability, and production go live.

The Developer implements the Company's designs as approved and makes no change to the look, features or user flows without the Company's written approval. All code is committed regularly to a version control repository owned by the Company, so that the Company holds the latest working code at all times.

Ownership of Intellectual Property

GetBooks is fully and exclusively owned by DSK Professional Learning & Advisory LTD. The Company is the sole owner of the product concept, name, brand, frontend designs and features it created, and of all backend

code, APIs, databases and data built for it, which the Developer creates as commissioned work for the Company. The Developer's contribution, the payment terms or any dispute between the Parties gives the Developer no ownership, joint authorship, joint ownership, licence, lien or right of retention over any part of the app.

The Developer irrevocably assigns to the Company, with effect from the date each part was created, all copyright and all other economic rights in the Work, worldwide and for the full term of protection under Law No. 055/2024 of 20/06/2024 governing intellectual property in Rwanda. The assignment includes the rights to reproduce, adapt, distribute, license, sell, register and enforce the Work. The fees paid and payable under this Agreement are full consideration for this assignment.

The Developer will not claim ownership, authorship rights that block use, royalties or any other interest in the Work, and will not reuse, sell or license the Work or any substantially similar code to anyone. To the extent the law allows, the Developer agrees not to exercise moral rights in a way that prevents the Company from modifying, publishing or commercialising the Work.

Any tools or code the Developer owned before working on GetBooks and built into the Work must be listed in Annex A. The Developer grants the Company a perpetual, irrevocable, royalty free licence to use and modify them as part of GetBooks.

Legal protection of the Company. The Developer will not register, or apply to register, the Work, the GetBooks name or any related domain in his own name; any such registration is held in trust for the Company and must be transferred to it on request at no cost. The Developer will never withhold code, credentials or access, disable, lock or degrade the app, or insert hidden code, as leverage in any dispute, including a payment dispute; his only remedy for unpaid fees is a claim for money. If the Developer breaches this clause, the Company may seek urgent court orders to stop the breach and recover its losses, legal costs and any profit the Developer made from the Work.

Obligations of the Developer

Delivery. Within 7 days of the Effective Date, and after every update, the Developer will deliver the complete current source code, database schema, documentation and all passwords, keys, domains, hosting, app store and repository access. All accounts must be registered in the Company's name and controlled by the Company.

Originality. The Developer warrants that the Work is original, does not infringe anyone's rights, and that every third party or open source component is lawfully licensed and listed in Annex A.

Confidentiality. The Developer will keep the Work, client data and all Company information strictly confidential, during this Agreement and after it ends, and will comply with Rwanda's law on the protection of personal data.

Registration support. The Developer will promptly sign any document and provide any information the Company needs to register or defend the Work at the Rwanda Development Board or elsewhere.

Non solicitation. During this Agreement and for 60 months after it ends, the Developer will not build a competing book application from the Work or approach the Company's clients for that purpose.

Obligations of the Company

Development fee. The Company confirms payment of, or will pay, a total development fee of RWF 1,000,000 for the Work, paid in 4 instalments of RWF 250,000 each: on signing, on delivery of the working backend and

APIs, on production go live, and 30 days after go live with no critical issue open. The Developer acknowledges that this fee settles all claims for work done on GetBooks before the Effective Date.

Payment terms. The Company will pay each valid invoice within 7 days by bank transfer or mobile money to the account named by the Developer, after deducting any withholding tax required by Rwandan law.

Cooperation. The Company will give the Developer timely instructions, the access needed to do the work, and a named contact person: NSABIMANA Jean de Dieu.

Monthly Maintenance Retainer

The Company will pay the Developer a monthly retainer of RWF 150,000, due by the 5th day of each following month, so that GetBooks keeps running reliably for the Company's clients.

In return the Developer will keep the application available, fix bugs, apply security and compatibility updates, back up data every day, monitor performance, and make small improvements of up to 10 hours per month. New features beyond this are quoted and approved in writing before work starts.

Issue level	Example	Response time	Fix time
Critical	App down, data loss, security breach	2 hours	24 hours
Major	A key feature not working for clients	8 hours	3 days
Minor	Cosmetic or low impact issue	2 days	10 days

The Developer will send a short monthly report of incidents, fixes and updates with each invoice. If response or fix times are missed in any month, the Company may reduce that month's retainer by 10%. All work done under the retainer forms part of the Work and belongs to the Company.

Subscriber Commission

As a growth incentive, the Developer earns a commission of 10% on every new subscriber client of GetBooks onboarded while this Agreement is in force. The commission is calculated on the net subscription fees the Company actually receives from that client each month, after VAT, payment provider charges, discounts and refunds, and is paid monthly for the client's first 12 months on the platform only.

The Company pays the commission with the retainer by the 5th day of the following month, together with a statement listing each eligible client, the amount received and the commission due. The Developer may ask to check the statement once per quarter. No commission is due on fees not yet collected, on clients who cancel (from the month they cancel), on clients onboarded before the Effective Date or after this Agreement ends, or after the client's 12th month.

The commission is a performance incentive only. It gives the Developer no ownership, share, royalty, partnership or say in the Company or in GetBooks, and the Company alone sets prices, plans, discounts and which clients it accepts.

Term, Termination and Handover

The retainer runs for 12 months from the Effective Date and renews automatically for equal periods unless either Party gives 30 days' written notice. Either Party may end it at once if the other commits a serious breach and fails to cure it within 15 days of written notice.

On termination for any reason, the Developer will within 7 days hand over all code, data, documentation and access, give reasonable help to a replacement developer, and delete any copies held. Ownership of the Work, confidentiality, registration support and non solicitation continue after this Agreement ends. Commission earned before the end date is paid in full, except on termination for the Developer's serious breach.

Governing Law and General Terms

This Agreement is governed by the laws of the Republic of Rwanda. The Parties will first try to settle any dispute amicably within 30 days. Failing that, the dispute goes to the competent courts of Kigali, or to arbitration at the Kigali International Arbitration Centre if both Parties agree in writing.

The Developer acts as an independent contractor and is responsible for his own taxes and social security contributions. The Developer may not subcontract or assign any part of this Agreement without the Company's written consent. This Agreement, with Annex A, is the entire agreement between the Parties on GetBooks and replaces all earlier understandings. Any change must be in writing and signed by both Parties. Notices are valid when sent to the email addresses above.

Annex A, Existing and Third Party Components:

_____

_____

Signatures

Signed in two originals, one for each Party.

	For the Company	**The Developer**
Name	NSABIMANA Jean de Dieu, CEO	_____
Signature	_____	_____
Company stamp		
Date	____ / ____ / _____	____ / ____ / _____
Witness name	_____	_____
Witness signature	_____	_____