

CORPORATE LEGAL & COMPLIANCE HANDBOOK

Effective Date: 02/20/2026

Version: 1.0

Jurisdiction: Kenya

Owner: Legal Department

1.0 NON-DISCLOSURE AGREEMENT (NDA) POLICY

This section governs the handling of proprietary or confidential information disclosed to or by the Company. All employees, contractors, and consultants must adhere to these standards.

Clause 1.1: Definition of Confidential Information

Confidential Information includes, but is not limited to, technical data, trade secrets, know-how, research, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed by the Company, its affiliates, or third parties, either directly or indirectly, in writing, orally, or by drawings or observation of parts or equipment.

Clause 1.2: Duration of Protection

1. **Perpetual Protection:** Information constituting a "Trade Secret" under applicable law shall be held in confidence for so long as such information retains its status as a Trade Secret.
2. **Fixed Term:** Confidential Information that does not constitute a Trade Secret shall be protected for a period of three (3) years from the date of disclosure; provided, however, that the recipient's obligations with respect to Personnel Data (as defined in Section 3.0) shall survive termination of this agreement indefinitely or as long as required by applicable data protection laws.

Clause 1.3: Penalties for Breach

1. **Irreparable Harm:** The Parties agree that a breach of confidentiality will cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy.
2. **Equitable Relief:** Accordingly, upon any breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief and specific performance without the necessity of posting a bond.

3. **Liquidated Damages:** In the event of a material breach, the breaching party shall be liable for liquidated damages in the amount of KES50,000 per incident, or the actual monetary damages, whichever is greater, plus reasonable attorneys' fees and costs incurred in enforcement.
-

2.0 INTELLECTUAL PROPERTY (IP) RIGHTS

This section establishes the ownership of intellectual property created during the term of employment or engagement with the Company.

Clause 2.1: Work-for-Hire Doctrine

All materials created by an Employee within the scope of their employment, including but not limited to copyrightable works (code, documentation, designs), shall be deemed "work made for hire." The Company shall be considered the author and sole owner of all rights, title, and interests in such works.

Clause 2.2: Assignment of Inventions

1. **Patent Ownership:** Any invention, discovery, or improvement (whether or not patentable) conceived or reduced to practice by the Employee during working hours, using Company equipment, supplies, facilities, or trade secret information, is the sole and exclusive property of the Company.
2. **Duty to Assign:** The Employee agrees to assign, and does hereby assign, to the Company all their rights, title, and interest in such Inventions. The Employee agrees to assist the Company in obtaining and enforcing patents, copyrights, or other protections for such Inventions.

Clause 2.3: Company vs. Personal Projects

1. **Company Resources:** Employees are prohibited from using Company resources (hardware, software licenses, cloud infrastructure, time) to develop intellectual property for personal benefit or for any entity other than the Company.
2. **Pre-existing Materials:** Any intellectual property developed entirely on the Employee's own time, without the use of Company resources, and which does not relate to the Company's business or actual or demonstrably anticipated research or development, shall remain the sole property of the Employee, provided it is disclosed to the Legal Department via Schedule B of the Employment Agreement for clearance.

3.0 DATA PRIVACY & GDPR COMPLIANCE

This section outlines the protocols for handling Personal Data, ensuring compliance with the General Data Protection Regulation (GDPR) and other relevant privacy laws.

Clause 3.1: Data Handling Principles

The Company shall process all Personal Data (Employee and Client) lawfully, fairly, and in a transparent manner. Data collection shall be limited to what is necessary for the purposes for which they are processed ("data minimization").

Clause 3.2: Data Storage and Retention Limits

1. **Storage:** All Personal Data must reside on Company-approved, encrypted servers or cloud storage with access controls based on the principle of least privilege.
2. **Retention Schedules:**
 - **Employee Data:** Shall be retained for the duration of employment plus six (6) years following termination to comply with tax and labor law obligations.
 - **Client Data:** Shall be retained only for the duration of the active client engagement plus a period not to exceed one (1) year post-termination, unless a longer contractual obligation exists.

Clause 3.3: Breach Reporting Protocols

1. **Internal Escalation:** Any suspected or actual data breach involving Personal Data must be reported to the Data Protection Officer (DPO) within two (2) hours of discovery.
2. **Regulatory Notification:** The DPO shall notify the relevant Supervisory Authority (e.g., ICO) within 72 hours of becoming aware of the breach, where it is likely to result in a risk to the rights and freedoms of natural persons.
3. **Data Subject Notification:** The DPO shall communicate the breach to the affected data subjects without undue delay if the breach is likely to result in a high risk to their rights and freedoms.

4.0 CODE OF CONDUCT & ETHICS

This section sets forth the ethical standards and legal compliance requirements expected of all Company personnel.

Clause 4.1: Anti-Bribery and Anti-Corruption

1. **Prohibition:** No Employee shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, gift, or anything of value to any government official, political party, or private counterparty for the purpose of influencing any act or decision to secure an improper advantage (i.e., a bribe or kickback).
2. **Facilitation Payments:** Facilitation payments (small, unofficial payments to speed up routine government actions) are strictly prohibited, regardless of local custom.

Clause 4.2: Conflict of Interest

1. **Disclosure:** Employees must disclose any financial interest, directorship, or consultancy they or their immediate family members hold in any entity that is a competitor, supplier, or customer of the Company.
2. **Recusal:** Any Employee with a conflict of interest regarding a particular matter must recuse themselves from any discussions, decisions, or voting regarding that matter and notify their manager and the Legal Department immediately.

Clause 4.3: Reporting Procedures (Whistleblowing)

1. **Internal Reporting:** Any Employee who suspects a violation of this Code or any applicable law must report it immediately to their supervisor, the Legal Department, or via the anonymous Ethics Hotline at +254 701010101
2. **Non-Retaliation:** The Company maintains a strict non-retaliation policy. Any Employee reporting a suspected violation in good faith will be protected from retaliation, harassment, or adverse employment consequences.

5.0 CONTRACT REVIEW PROTOCOLS

This section provides a mandatory step-by-step guide for employees when submitting a third-party contract for legal review.

Clause 5.1: Initial Threshold Review

Before submitting a contract to the Legal Department, the Requestor must complete a preliminary review to confirm:

- The legal names and addresses of both parties are correctly stated.
- The effective date and term of the agreement are specified.
- The scope of work (SoW) or deliverables are attached and accurately described.

Clause 5.2: Submission Procedure

1. **Ticketing System:** All requests for legal review must be submitted through the Corporate Legal Portal (or designated ticketing system) using the "Contract Review Request" form.
2. **Required Documentation:** The Requestor must upload the following:
 - The unsigned draft or final version of the third-party contract.
 - A completed Business Background Form (Form L-110) explaining the commercial context.
 - Any redlines or comments already exchanged with the third party.
3. **Turnaround Time:** Standard review requests will be processed within five (5) business days. Expedited requests (marked "Urgent - Revenue Impact") must be approved by a Department Head prior to submission.

Clause 5.3: Review and Execution

1. **Redlining:** The Legal Department will return the contract with redlines, comments, and proposed amendments.
2. **Counterpart Review:** The Requestor is responsible for circulating the Legal-approved redline to the third party. *Under no circumstances shall an employee agree to legal terms (Indemnification, Limitation of Liability, Governing Law) without prior Legal approval.*
3. **Final Sign-off:** Once both parties agree on the final text, the Requestor shall route the clean execution copy via the Digital Signature Platform (e.g., DocuSign) configured with the appropriate approval matrix.
4. **Repository:** The fully executed copy must be uploaded to the Company's Contract Management Repository (e.g., SharePoint/Clio) within 24 hours of full execution.

Document Control

- **Prepared by:** Legal Department
- **Last Reviewed:** 02/19/2026
- **Next Review:** [02/19/2026 + 1 Year]
- **Approved by:** Board of Directors