**CHIEF OPERATIONS OFFICER (COO) EMPLOYMENT AGREEMENT**

**Brantech Solutions Ltd**, a company duly incorporated in accordance with the laws of **Kenya**, makes this agreement with **Esther Mwende**, of

Address…………………………………………………………………… **(e.g PO BOX 463, Kangema)**

**1. Position and Reporting**

1.1. The Company hereby employs Esther Mwende in the position of **Chief operations Officer**, reporting directly to the **Chief Executive Officer (CEO)**.

1.2. The COO shall faithfully, diligently, and to the best of their ability perform the duties described in this Agreement and as reasonably assigned by the CEO.

**2. Key Responsibilities**

* Oversee the daily operations of the company to ensure efficient and effective business functioning.
* Implement business strategies, plans, and procedures that align with the company's goals.
* Coordinate and manage company departments to ensure alignment with operational priorities.
* Manage and optimize operational processes and systems for scalability and cost-effectiveness.
* Establish policies and standards for operational activities, ensuring adherence to all legal, regulatory, and safety guidelines.
* Monitor key operational performance indicators and address performance gaps.

**3. Confidentiality**

3.1. The COO shall not disclose or use any confidential or proprietary information, including concepts, client data, or business strategies, both during and after the term of this Agreement.  
3.2. The COO shall sign a separate **Non-Disclosure Agreement (NDA)** in conjunction with this Agreement.

**4. Non-Compete and Non-Solicitation**

4.1. The COO agrees not to work with or advise any other firm or entity competing directly with Brantech Solutions for a period of **two (2) years** following the termination of this Agreement.  
4.2. The COO shall not solicit employees, clients, or contractors of the Company during this period.

**5. Ownership of Work**

All designs, artwork, source files, and creative works created by the CDO during employment shall remain the exclusive property of the Company.

**6. Probation and Termination**

6.1. The COO shall undergo a probation period of **three (3) months**, during which performance will be reviewed.  
6.2. Either party may terminate the contract with **30 days' written notice** post-probation.  
6.3. Termination for cause may be effected without notice in the event of gross misconduct, breach of contract, or dishonesty.

**7. Dispute Resolution**

Any dispute arising under this Agreement shall be submitted to **mediation or arbitration** before the **Chartered Institute of Arbitrators – Kenya Branch**, seated in **Nairobi, Kenya**, and conducted in English. The decision shall be final and binding.

**8. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the **Republic of Kenya**.

**9. Entire Agreement**

This Agreement constitutes the full understanding between the parties and supersedes all prior verbal or written communications. Amendments must be made in writing and signed by both parties.

**10. Signatures**

**Signed for and on behalf of Brantech Solutions Ltd**  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: Chief Executive Officer  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by the Employee**  
Name: Esther Mwende  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_