

SHAMIRI FELLOW CONTRACT AGREEMENT

This Shamiri Fellow Contract Agreement ("Agreement") is made on the 2nd day of May 2024 between Shamiri Institute (hereinafter called the "Employer") located at **13th Floor, Pioneer Point, Chania Avenue, Kilimani Nairobi, Kenya** of the one part and Sophie Mbanda of ID # 39974702 (hereinafter called the "Fellow") of the other part.

RECITALS

The Company desires to engage and contract for the services of the Fellow to perform certain tasks as set forth below. The Fellow desires to enter into this Agreement and perform as a Fellow for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing **6th May 2024** and shall continue until terminated after the **Scope of Work** which shall occur from the **13th May 2024** and end no later than **the 31st July 2024** or by either party as otherwise provided herein. A mandatory 2-day training will be held from **the 6th - 7th May 2025**.

You shall report to your assigned Clinical Supervisor who you will meet at your training.

2. STATUS OF Fellow

This Agreement does not constitute a hiring by either party. The parties intend that the Fellow should have an Fellow status and not be an employee for any purposes, including, but not limited to the Employment Act (2007). The Fellow shall retain sole and absolute discretion in the way they do their activities and responsibilities under this Agreement.

This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by the Fellow unless specifically authorized in writing. The Fellow shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner unless specifically authorized to do so in writing.

3. TASKS, DUTIES, SCOPE OF WORK & DELIVERY DATES

- a) The Fellow agrees to devote as much time, attention, and energy as necessary to complete assigned tasks related to **the Shamiri Program**. The above referred to in this Agreement will be considered one's **"Scope of Work"**. A detailed job description will be shared by **your Supervisor**.
- b) The Fellow agrees to devote **between 4 to 10 weeks** to completing or achieving assigned tasks to him/her within the Companies and Project Implementation premises.
- c) The Fellow shall also perform any tasks and duties associated with the Scope of Work set forth above, including work being performed already or related change orders. The Fellow shall not be entitled to engage in any activities not expressly assigned to him or her by the company's Directors.
- d) The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Fellow at the Fellow's principal place of business and open to inspection by the Company during regular working hours (9 am-5 pm). Documents to which Company will be entitled to inspect include, but are not limited to, all contract documents, change orders/purchase orders, and work authorized by Fellow or Company on existing or potential projects related to this Agreement.
- e) The Fellow shall be responsible to the management and directors of the Company, but the Fellow will not be required to follow or establish a regular or daily work schedule.
- f) The Fellow will not rely on the Company's equipment or offices for the completion of tasks and duties pursuant to this Agreement. Any advice given by the Fellows regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of the Fellow to assure its conformity with this Agreement.

4. COMPENSATION

- a. The Fellow shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:
 - The payment terms will be at the Scope of Work period's completion at **KES 1,500** per group session engaged, during the project implementation.
 - Transport reimbursement (assessed proportionately, capped at **Kes 500 per day**) during the 2-day training session and **Kes 1,000** per day during the pre-session, also termed as sign-up sessions.
- b. Such compensation shall become due and payable to the Fellow in the following time, place, and manner:
 - Payments will be processed upon confirmation and proof of attendance, and they may be made through Mpesa, by Tuesday of the subsequent week.

5. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

- i. Fellow hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation, and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits, which might otherwise be found to accrue to the Fellow by virtue of their services to the Company and is effective for the entire duration of the Fellow's agreement with the Company. This waiver is effective independently of Fellow's employment status as adjudged for taxation purposes or for any other purpose.
- ii. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

6. TERMINATION

- i. This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving **[14] days' written notice**. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. However, the Company reserves the right to terminate this agreement if dissatisfied with the Fellow's work.
- ii. Further the Fellow shall have **2 attempts for the EOT assessment at the end of their training**, failing the 2nd attempt will result in the cancellation of the contract.

7. NOTICES

- i. Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice per this paragraph.
- ii. If the employee fails to adhere to the notice period, the company reserves the right, at its discretion, to deduct the corresponding salary.
- iii. The Fellow agrees to keep the Company current in their business and mailing addresses, telephone, and e-mails.

8. NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS, AND OTHER PROPRIETARY INFORMATION.

- i. The Fellow agrees not to disclose or communicate, in any manner, either during or after the Fellow's agreement with the Company, information about the Company, its operations, clientele, or any other information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other forms of proprietary information of Company. Fellow acknowledges that the above information is material and confidential and that it affects the profitability of the Company.
- ii. Fellow understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent, Fellow feels they need to disclose confidential information;

they may do so only after obtaining written authorization from the Directors of the Company.

9. NON-COMPETE

Fellows shall not, during the Agreement and for a period of two years immediately following termination of this Agreement, either directly or indirectly, call on, work for, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Fellow called or became acquainted with during the terms of this Agreement, either for their own benefit or for the benefit of any other person, firm, corporation or organization.

10. NON-RECRUIT

The Fellow shall not, during this Agreement and for a period of one year immediately following termination of this agreement, either directly or indirectly, recruit any of the Company's employees for the purpose of any outside business.

11. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

12. WORKS FOR HIRE

Fellow agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement and done using company resources are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

13. LEGAL COMPLIANCE

Fellows are encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Fellow is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

14. SUPPORTING DOCUMENTS

Fellow agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement.

15. PEOPLE HIRED BY FELLOW

All persons hired by Fellow to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Fellow unless specifically indicated otherwise in an agreement signed by all parties. Fellow shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

16. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements incurred either before or after judgment in addition to any other relief to which such party may be entitled.

17. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the **Arbitration Act 1995** unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and if they are unable to agree, then the two people so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorney's fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 18 unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

18. INDEMNIFICATION

Fellow shall defend, indemnify, hold harmless, and ensure Company from any damages expenses, or liability resulting from or arising out of, any negligence or misconduct on Fellow's part, or from any breach or default of this Agreement that is caused or occasioned by the acts of Fellow. Fellows shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. The Fellow shall name the Company as an additional insurer on all related insurance policies including worker's compensation, and general liability.

19. CONTAINMENT OF THE ENTIRE AGREEMENT

This Agreement is an independent document and supersedes all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

20. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

21. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

22. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of Kenya.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SHAMIRI INSTITUTE

FELLOW

Authorized Signature:

Authorized Signature:

A handwritten signature in cursive script that reads "Rahim Daya".A handwritten signature consisting of a stylized, abstract shape that resembles a capital letter 'A' with a horizontal line through it.

Print Name and Title:

Print Name and Title:

RAHIM DAYA

SOPHIE MBANDA

CHIEF OF STAFF

SHAMIRI FELLOW