

## ANNEX 1: STAFF CONFIDENTIALITY AGREEMENT

### 1. Confidential Information

The Staff (which include Consultants, employees, associates, interns, sub-contractors etc. as defined in the Human Resources policy) acknowledges that in signing this Contract it ("the Permitted Purpose") will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Firm and which information is the exclusive property of the Firm, including, without limitation:

- a. 'Confidential Information' means all data and information relating to the business and management of the Firm, including proprietary and trade secret technology and accounting records to which access is obtained by the Consultant, including Work Product, Production Processes, Other Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, and Customers. Confidential Information will also include any information that has been disclosed by a third party to the Firm and governed by a non-disclosure agreement entered into between the third party and the Firm. Confidential Information will not include information that:
  - i. is generally known in the industry of the Firm;
  - ii. is now or subsequently becomes generally available to the public through no wrongful act of the Consultant;
  - iii. the Consultant rightfully had in his possession prior to receiving the Confidential Information from the Firm;
  - iv. is independently created by the Consultant without direct or indirect use of the Confidential Information; or;
  - v. the Consultant rightfully obtains from a third party who has the right to transfer or disclose it.
- b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Firm or for clients of the Firm, of any type or form in any stage of actual or anticipated research and development;
- c. 'Production Processes' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- d. 'Other Proprietary Data' means information relating to the Firm's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- e. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Firm's business;
- f. 'Computer Software' means all sets of statements, instructions or programs, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- g. 'Computer Technology' means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials,

components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

- h. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Firm which have been or are being discussed; and
- i. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Firm.

## **2. Confidential Obligations**

- a. Except as otherwise provided herein and other than to perform its obligations under the Contract, the Employee must keep the Confidential Information confidential.
- b. Except as otherwise provided herein, the Confidential Information will remain the exclusive property of the Firm and will only be used by the Consultant for the Permitted Purpose. The Consultant will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Firm or any of his affiliates or subsidiaries.
- c. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Consultant and any obligations to provide notice under this Contract will survive the expiration or termination, as the case may be, of this Contract and will continue for a period of three (3) years from the date of such expiration or termination.
- d. The Consultant may disclose any of the Confidential Information:
  - i. to such of his employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
    - 1. the Consultant has informed such personnel of the confidential nature of the Confidential Information;
    - 2. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Consultant;
    - 3. the Consultant agrees to take all reasonable steps to ensure that the terms of this Contract are not violated by such personnel; and
    - 4. the Consultant agrees to be responsible for and indemnify the Firm for any breach of this Contract by its personnel.
  - ii. to a third party where the Firm has consented in writing to such disclosure; and
  - iii. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

## **3. Non-Solicitation**

Any attempt on the part of the Staff to induce others to leave the Firm's employment, or any effort by the Consultant to interfere with the Firm's relationship with its other employees and contractors would be harmful and damaging to the Firm. The Consultant agrees that during the term of the Contract and for a period of one (1) year after the end of term of the Contract, the Consultant will not in any way, directly or indirectly knowingly:

- a. induce or attempt to induce any employee or contractor of the Firm to quit employment or retainer with the Firm;
- b. otherwise interfere with or disrupt Employer's relationship with its employees and contractors;

- c. discuss employment opportunities or provide information about competitive employment to any of the Firm's employees or contractors; or
- d. solicit, entice, or hire away any employee or contractor of the Firm.

#### **4. Ownership and Title**

- a. The Staff acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Firm. Accordingly, the Consultant specifically agrees and acknowledges that the Consultant will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Consultant may have created or contributed to the creation of the same.
- b. The Staff does hereby waive any moral rights that the Consultant may have with respect to the Confidential Information
- c. This Contract will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks or copyrights for which:
  - i. no equipment, supplies, facility or Confidential Information of the Firm was used,
  - ii. was developed entirely by the Consultant, and
  - iii. does not:
    - 1. relate to the business of the Firm,
    - 2. relate to the Consultant's actual or demonstrably anticipated processes, research or development or
    - 3. result from any work performed by the Consultant for the Firm.
- d. The Staff agrees to immediately disclose to the Firm all Confidential Information developed in whole or in part by the Firm during the term of the Contract and to assign at the Firm's cost to the Firm any right, title or interest the Consultant may have in the Confidential Information. The Consultant agrees to execute at the Firm's cost any instruments and to do all other things reasonably requested by the Firm (both during and after the term of the Contract) in order to vest more fully in the Firm all ownership rights in those items transferred by the Consultant to the Firm.

#### **5. Remedies**

The Staff agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Contract cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Firm. Accordingly, the Consultant agrees that the Firm is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Contract in relation to the Confidential Information.

#### **Return of Confidential Information**

The Staff agrees that, upon request of the Firm, or in the event that the staff ceases to require use of the Confidential Information, or upon expiration or termination of this Contract, the Consultant will turn over to the Firm all documents, disks or other computer media, or other material in the possession or control of the Consultant that:

- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Contract; or
- b. is connected with or derived from the staffs services to the Firm.

**6. Notices**

- a. In the event that the Staff is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Staff will give to the Firm prompt written notice of such request so the Firm may seek an appropriate remedy or alternatively to waive the Consultant's compliance with the provisions of this Contract in regards to the request.
- b. If the Staff loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Contract, the Staff will immediately notify the Firm and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

<p><u>Signed by Firm:</u></p> <p><u>Date:</u></p> <p><u>Title:</u> Chief Operations Officer (COO)</p> <p><u>Signature:</u></p>
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<p><u>Signed by Staff:</u></p> <p><u>Date:</u></p> <p><u>Name:</u></p> <p><u>Signature:</u></p>
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## ANNEX 2: CONFIDENTIALITY UNDERTAKING

1. As a staff in Eight Tech Consults Ltd (hereinafter referred to as “the Firm”), I understand that my work will involve access to the Firm’s information, its Partners and/or Clients information, documents and records that are confidential.
2. I acknowledge my responsibility to act in a professional manner and to respect and protect the confidentiality and privacy of all such information, documents and records (hereinafter referred to as the “Confidentiality Obligation”).
3. I agree that I will not divulge information related to this contract to the clients of the firm and I understand that breaching this undertaking will lead to the termination of my contract.
4. I further acknowledge that the Confidentiality Obligation is a continuing obligation and I will forever regard and maintain as confidential, secret and classified the said information, documents and records and I will not disclose or divulge the same to any person, firm, corporation or entity or publish the same SAVE with the express and direct authority of the Firm, its Partners and/or Clients.
5. I undertake to notify the Chief Operations Officer of the Firm immediately (not exceeding 24 hours) of any disclosure or suspected disclosure, whether ours or anyone else's whether intentional or accidental.
6. I further understand and AGREE that if I am found acting and/or to have acted in the breach of our Confidentiality Obligation, whether such breach is deliberate and/or occasioned by the negligence, failure to follow proper procedures or unprofessional conduct or otherwise howsoever:
  - (a) My engagement as a Consultant/staff will be forthwith terminated without any liability on the part of the Firm to pay me any remuneration, compensation or damages.
  - (b) The Firm will be entitled to sue me in any jurisdiction for breach of my Confidentiality Obligation.
7. By signing below, I acknowledge that I have read and understood my Confidentiality Obligation and the consequences of breach of that obligation.

Signed by the Staff/Consultant:

Date:

Name:

Signature:

## ANNEX 3: STAFF CLIENT ENGAGEMENT CHARTER

At Eight Tech Consults Ltd (8TECH) professionalism, excellence, and attentiveness are core to our client engagement philosophy. Our staff including fulltime employees, consultants, Staff, interns just like our Chiefs are expected to uphold the highest standards in all interactions with clients. The following charter outlines key principles and standards that every associate must adhere to when engaging with clients on projects.

### **1. Professional Grooming and Appearance**

Staff are expected to present themselves in a manner that reflects the professionalism of the firm. The following standards apply:

- a) **Attire:** Staff must wear a suit or jacket with formal trousers (even if not wearing a tie). Ties are recommended but not mandatory. Ladies must wear formal attire as well
- b) **Footwear:** Shoes should be formal, primarily black, and polished. Casual or canvas shoes are not permitted, unless in conditions of field works which are approved by COO or the Project Manager
- c) **Grooming:** Hair, facial hair, and general grooming should reflect a neat and polished appearance suitable for a corporate environment.

### **2. Project Tools and Readiness**

Staff must arrive on projects fully equipped with the necessary tools and materials to perform their duties efficiently:

- a) **Operational Devices:** Each staff is required to have a functional mobile computing device e.g. Laptop with all relevant software installed and updated for project execution. This includes ensuring that their laptop has an updated antivirus, and own external USB drives (to be used where authorised). The device appearance must represent the brand of the organization.
- b) **Notebook and Pen:** staff should always carry a professional notebook and pen for taking notes when necessary. In client meetings, digital devices may be used only when necessary, and discretion should be exercised.
- c) **Emails:** 8TECH will allocate an email address that shall be used with all formal communications with the client.

### **3. Engagement Etiquette in Client Meetings**

Maintaining focus and professionalism in meetings is essential. Staff are expected to adhere to the following rules during all client interactions:

- **Attention to Discussions:** Be fully engaged and attentive during meetings with the client and project team. Avoid distractions such as side conversations, excessive note-taking, or the use of electronic devices such as mobile phones and computers unless absolutely necessary for the discussion.
- **Communication:** Maintain clear, concise, and respectful communication at all times. Staff should listen carefully before responding and ensure their contributions are thoughtful and constructive.
- **Use of Pens and Notebooks:** While carrying a notebook and pen is mandatory, Staff should avoid excessive note-taking during client meetings, as it may appear disengaged. Instead, focus on active participation and carefully record critical points only after the discussion. Where laptops are used for note taking, care should be taken to show clients that the computer is being used for note taking.
- **Refreshments:** Clients sometimes provide refreshments but just like our staff, always carry a bottle of water in your bag just in case you need to take a sip to maintain conversations.

### **4. Professional Conduct and Courtesy**

Staff are expected to maintain a high level of professional conduct at all times:

- **Punctuality:** Arrive at all client meetings and project engagements on time. Late arrivals should be avoided unless unavoidable, and clients should be informed in advance if delays occur.
- **Respect for Client Space:** Always respect the client's workspace and culture. Staff should refrain from informal behavior that may seem unprofessional or inappropriate in a business setting.

- **Confidentiality:** Maintain strict confidentiality regarding client information at all times. Never discuss sensitive matters in public spaces or share confidential information without proper authorization.

#### 5. Attentiveness to the Team Leader

Staff must maintain clear communication with the team leader and follow instructions promptly:

- **Follow the Chain of Command:** Always defer to the team leader during client meetings and project discussions. Ensure that any key points or suggestions are raised respectfully through the appropriate channels.
- **Active Listening:** In addition to engaging the client, Staff should actively listen to instructions or guidance from the team leader to ensure smooth and efficient project execution. Whenever in doubt, engagement should be made with the team leader for advice on how to proceed in specific instances.

#### 6. Client-Centric Problem Solving

Staff are expected to demonstrate a proactive approach to client needs:

- **Initiative:** Be prepared to offer solutions and ideas that contribute to the success of the client's objectives. Anticipate the client's needs and proactively address concerns with professionalism.
- **Collaboration:** Work closely with the client's team and fellow Staff to ensure the best outcome for the project. Collaboration should be constructive, with a shared focus on achieving the client's goals. Timidity should be avoided and positive but measured contributions are encouraged.

#### 7. Follow-up and Accountability

After every client engagement, Staff are expected to:

- **Summarize Key Discussions:** Provide a brief summary of key points and action items from meetings to the team leader or relevant stakeholders. This ensures that the project stays on track and nothing is overlooked.
- **Follow through on Commitments:** Any tasks or deliverables agreed upon in meetings must be completed on time and to the highest standard. Staff should take ownership of their responsibilities.

#### 8. Record of Time Spent

Staff are required to maintain an accurate record of the time spent on client engagements, meetings, and related activities. This helps in managing productivity, tracking billable hours, and ensuring project timelines are met:

- **Time Log:** Staff should document the duration of all meetings, client discussions, and related activities. These will be required to be submitted alongside claims for payment of invoices.
- **Productivity Reporting:** These time records should be shared with the team leader or project manager to ensure that project efficiency is maintained and that all deliverables are completed within the designated timeframes.

#### 9. Preparation and Timely Delivery of Allocated Deliverables

The primary role of Staff is to ensure that deliverables assigned to them are completed on time and to the highest quality. Staff are expected to:

- **Clear Understanding of Requirements:** Fully understand the scope and expectations of the deliverables, and proactively seek clarification when necessary.
- **Ownership of Tasks:** Take responsibility for all assigned deliverables, ensuring they are completed without requiring excessive supervision or follow-up.
- **Quality Assurance:** Ensure that all work produced meets the company's quality standards and is aligned with the client's expectations.
- **Timely Submission:** Deliver all reports, presentations, and tasks by the agreed deadlines. Delays in submission should be avoided unless prior communication is made and justified.
- **Collaboration for Complex Tasks:** When handling complex deliverables, Staff should collaborate with team members and the team leader to ensure the work is comprehensive and accurate.
- **Progress Reporting:** Regularly update the team leader or project manager on the status of deliverables, including any challenges faced, to ensure that issues are addressed promptly.

#### 10. Avoidance of Sexual Harassment and Safeguarding

At 8TECH, we are committed to maintaining a professional and respectful environment at all times. All Staff are required to adhere to the following guidelines to prevent sexual harassment and to ensure the safeguarding of clients and colleagues:

- **Zero Tolerance for Sexual Harassment:** Sexual harassment, in any form, is strictly prohibited. This includes unwelcome sexual advances, requests for sexual favors, inappropriate physical contact, or any other verbal or non-verbal behavior that creates an intimidating, hostile, or offensive working environment.
- **Respect for Client Safeguarding Policies:** Staff must familiarize themselves with and adhere to the safeguarding policies of the client organization. This includes respecting the dignity and rights of all individuals and ensuring that no actions or behaviors compromise the safety or well-being of any person.
- **Reporting Sexual Harassment:** Any instances of sexual harassment, or situations that may potentially lead to harassment, must be immediately reported to the team leader or 8TECH's operations team. This will ensure that swift and appropriate action is taken to address and resolve the issue.
- **Protection Against Retaliation:** Staff reporting incidents of sexual harassment are protected from any form of retaliation or negative repercussions. All reports will be handled with the utmost confidentiality and respect for the individuals involved.

### **Conclusion**

This **Staff Client Engagement Charter** serves as a guideline for all Staff to ensure that they uphold the values of professionalism, respect, and excellence in every interaction with clients. By adhering to these principles, we ensure the highest level of service delivery, building long-term relationships and trust with our clients while delivering results that last.

### **Acknowledgment**

I, the undersigned, acknowledge that I have read, understood, and agree to abide by the principles outlined in this **Staff Client Engagement Charter**.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANNEX 4: STAFF DECLARATION OF MEDICAL FITNESS**

I, ....., hereby declare that:

**A. Fit to Work**

- 1. I am **medically fit** to perform the duties outlined in my consulting contract with **Eight Tech Consults Ltd.**
- 2. I have **no known physical or mental health conditions** that would impair my ability to fulfill my contractual obligations safely and effectively.
- 3. I will **promptly notify Eight Tech Consults Ltd** in writing if my medical condition changes in a way that may affect my work capacity.

**B. Workplace Safety Compliance**

I further confirm that:

- 4. I am free from contagious diseases that could pose a risk to colleagues, clients, or project stakeholders.
- 5. I am free from any Chronic Disease that could pose a risk to me, while operating away from my Country of origin.
- 6. I will comply with all company health policies, including mandatory testing/vaccination if required under the contract and in the country of work.
- 7. If exposed to or diagnosed with a notifiable illness, I will follow reporting protocols and abstain from work if medically advised.

**C. Liability & Confidentiality**

- 8. I understand that false declarations may result in contract termination or legal action.
- 9. Any medical information disclosed will be treated as confidential under applicable data protection laws.

**Consultant's**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_