

THE LONGHORN STAFF POLICY MANUAL



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PREFACE

INTRODUCTION

This manual summarizes all major human resources policies and procedures that are currently in force in Longhorn Publishers Plc and its subsidiaries. Any terms and conditions of employment not covered, in part or in whole, in this manual shall be subject to the provisions of labour legislation in force in the host or home country.

Purpose and Administration of the Manual

This manual is to serve as a reference guide to full-time (permanent, fixed and temporary) employees on the Human Resources policies and procedures of Longhorn Publishers Plc, as well as the rationale and principles of how they should be implemented and enforced.

This manual describes the benefits and rights due to, and the obligations and responsibilities required of employees and administrative procedures, amongst others. It is therefore, essential that all employees read and understand the manual.

The manual documents and communicates Longhorn Publishers Plc's policies and procedures formulated to assist the Company in making people management decisions, and forms the basis upon which our working culture and environment will develop.

This Longhorn Staff Policy Manual should be read in conjunction with the Letter of Appointment except where specifically stated in the Letter of Appointment, the terms and conditions stated in this manual take precedence.

Clarification and Revision of the Manual

The Human Resources Department will distribute and make amendments to the manual from time to time. Such amendments will be communicated through a circular letter or a memo, indicating the date of issue and will be incorporated in the manual upon the next annual review.

In areas where employees require clarification, the Head of HR & Administration should be consulted for guidance and interpretation of any section of the Manual as well as for cases that may not have been specifically covered.

Longhorn Staff Policy Manual will be reviewed periodically, and the adjustments will be incorporated as the HR and the Management (HOD's) deem them advisable with approval from the Board. Instructions issued which affect or change the policies and interpretation of any policies and procedures contained in this Manual must be retained in original form as an addendum to this Manual, until the relevant section of the Manual is amended.

Application and Distribution

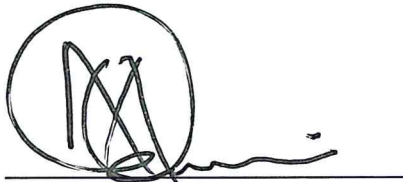
The Policies spelt out in this manual shall apply to all employees of the company. Where appropriate and specified, certain sections of this manual, in particular Security, Conduct and Regulations of Employees, Disciplinary Procedures and Handling of Grievances are also applicable to temporary employees.

Notwithstanding, these Policies, reference may be made to any subsequent relevant circulars or other administrative rules or standing orders that might be issued from time to time by/or on behalf of the Group Managing Director. The Group Managing Director has the authority to delegate, either generally or specifically to any employee, under authority and powers exercisable by him/her under these Policies. Where an employee or a group of employees enjoy rights and privileges at the date of coming into force of these Policies over and above those normally applicable to such employees, these Policies will not withdraw or interfere with such rights and privileges.

The Group Managing Director shall inform in writing, all employees affected by any amendments of these policies. Such amendments shall be appended to this Manual. Failure by an Employee to abide by any of the policies and procedures, and having been officially notified of them in writing, may result in disciplinary action being taken against them, which could include dismissal.

All staff members shall be provided with a hard or an electronic signed and approved copy of this Manual. A reference copy shall be kept with the Head of Department or the Section Head. The provisions of this manual as amended or revised from time to time or any new edition of it supersedes any manual that has been in use before its release.

The Group Managing Director has approved this Longhorn Staff Policy Manual



(Signed)

on _____

(Date)

Maxwell Wahome
(The Group Managing Director)

ABOUT THE COMPANY

Company Profile

Longhorn Publishers Plc is the leading provider of innovative learning solutions in Africa. The Company has grown its dominance in the publishing sector by establishing its presence in Kenya, Tanzania, Uganda, Rwanda, Malawi, Cameroon, DRC, Senegal, South Sudan, and Zambia.

Vision

To be the number one provider of innovative learning solutions in Africa.

Mission

To enrich lives through knowledge.

Core Values

Integrity, Innovation, Professionalism, Get it done.

Our People & Culture Philosophy

Longhorn Publishers Plc actively strives to attract, train, develop and retain staff of the highest professional calibre. Longhorn Publishers Plc is an equal opportunity employer that is committed to hiring staff regardless of gender, race, tribe, sexual orientation, creed, physical disability, marital status or national origin.

The New Culture Philosophies include the following:-

- Innovation.
- Collaboration
- Customer First
- Fast Execution.

Longhorn Publishers Plc recognizes the contributions of its employees and shall treat each individual employee fairly and consistently in all matters, with a uniform application of the following philosophies:

Resources are best allocated to achieve optimum productivity and efficiency. Pay and benefits offered are fair, equitable and competitive.

Employees are always encouraged to equip themselves well for the present job and future development for self as well as for the company.

Reward is based on merit. High performers are given priority to take up opportunities with increased responsibility and increased rewards.

Open communication between employees and the management are promoted as a means of building mutual understanding and trust.

Workplace safety and security is given top priority to protect human health and enable employees to deliver their best performance.

The protection of human rights in employment is supported, as guided by relevant internationally accepted principles such as those in the Universal Declaration of Human Rights. Employees' freedom of speech and association are respected as long as they are not inconsistent with the Constitution of Kenya, or the Constitutions of host and home countries and other local labour related legislations as established or stated by registered labour organizations'.

SECTION A

GENERAL INTRODUCTION AND DEFINITIONS

Definitions, Abbreviations and Organizational Structure

Definitions

In this Policy Manual, unless the contrary is indicated,

- (a) *'Company'* means Longhorn Publishers Plc and its subsidiaries.
- (b) *'Board'* means the Board of Directors as constituted under the Company's Articles of Association.
- (c) *'Employee'* means any person employed by the Company for wages or salary or on a permanent or fixed term employment contract.
- (d) *'Group Managing Director'* means the Chief Executive of the Company who shall have the responsibility of coordinating and executing the policies of the Company and shall be accountable to the Board.
- (e) *"Head of Department"* (HOD) means an employee designated as the overall accountable person in the coordination and execution of departmental operations, processes and tasks:
 - Chief Commercial Officer.
 - Head of Marketing and Communication.
 - Chief Finance & Operations Officer.
 - Head of Publishing.
 - Head of HR & Administration.
 - Chief Digital Officer.
 - Chief Internal Audit and Risk Officer.

Any other employee who the Board may appoint to the status of Head of Department.

- (f) *"Casual Employee"* means an individual who by the terms of their engagement receives payment at the end of each day.
- (g) *"Piece work"* means any work the pay for which is estimated by the amount of work performed irrespective of the time occupied in its performance.
- (h) Unless otherwise stated, words in the masculine gender include the feminine gender; words in the plural include the singular and words in the singular include the plural.
- (i) *"Financial Year"* means the period from 1st July to 30th June, inclusive.
- (j) *"Calendar year"* means the period from 1st January to 31st December of any given year.
- (k) *"Calendar Month"* means the period from the first day of the month to the end of the month.

- (l) “*Child*” means a minor, otherwise known as a person younger than the age of the majority.
- (m) “*Contract of Service*,” means an agreement, whether oral or written and whether expressed or implied, to employ or to serve as an employee for a period of time and includes a contract of apprenticeship and indentured learner ship.
- (n) “*Dependent Child*,” means a Child who is under eighteen (18) years of age, unmarried and dependent upon the employee.
- (o) “*Director*” means a person appointed as a director under the Company’s Articles of Association.
- (p) “*Management*” means the management committee comprising the Group Managing Director and Heads of Department who shall be considered as senior management. Management shall include:
 - (i) All employees of grade **P** and above, and the Group Managing Director who shall be considered as ‘Senior Management’.
 - (r) All employees of the grade of **O** to **N** who shall be considered as ‘Middle Level Management’.
- (q) “*Salary*” means total value of all payments or elements in money or in kind of a remuneration package owing to the Employee arising from the employment of that Employee which are subject to tax in full in the hands of the Employee.
- (r) “*Spouse*” means the legally recognized husband or wife of the employee as per the Marriage Act.
- (s) “*Union*” means any employees’ representative body or association recognized by the Company in accordance with the provisions of the Labour Relations Act, 2007.
- (t) “*Committees*” means committees, which may from time to time be appointed by the Board and members of the Management team.
- (u) “*Overtime*” means work done by eligible employees outside regular working hours. Overtime will be paid in accordance with regulations laid down by the Ministry of Labour and guidelines provided by the Federation of Kenya Employers.
- (v) “*Eligible employee*” means an employee whose letter of appointment or any other document duly signed by the Board, GMD or delegated officer indicates that they enjoy the specific benefit.
- (w) “*Section Head*” means an employee who has been designated as one.
- (x) “*he/she*” refers to both genders.

ABBREVIATIONS

- HRA: Head of HR and Administration
- LSPM: Longhorn Staff Policy Manual
- HOD: Head of Department
- GMD: Group Managing Director
- NHIF: National Hospital Insurance Fund

NSSF: National Social Security Fund
NITA: National Industrial Training
Authority HOP: Head of
Publishing
HR: Human Resource
PIP: Performance Improvement Plan

SECTION B

TERMS AND CONDITIONS OF SERVICE

B1. RECRUITMENT

Employment Policy

Longhorn Publishers Plc is an equal opportunity employer and shall not practice any form of discrimination. In pursuit of its business goals and objectives, the Company shall promote sound staff recruitment and selection practices in order to attract and retain the most qualified and competent people to drive the business and deliver quality products and services to customers. Once recruited, Employees are required to establish excellent working relationships with all key stakeholders such as fellow employees, the customers, government, the public and other players in the publishing industry.

To achieve this goal the Company shall undertake the following:

Design, formulate and implement a procedure of attracting, recruiting, selecting and retaining qualified people to discharge the duties of the Company.

Establish a procedure to determine the optimal staff required to drive all levels of the business to avoid under-employment or over-employment.

Ensure that new Employees are inducted and on boarded fully to integrate them with the existing Employees, thus enabling new Employees to become members of one community. Part of the induction involves training in the methods and ways of conducting Company business.

The Company shall adhere to part VII of the employment Act 2007 in regard to protection of children in employment. The Head of HR and Administration shall be responsible for ensuring implementation of the Employment Act. The HR and Administration Department shall also be responsible for the co-ordination and implementation of the selection process.

Authority to Recruit

Recruitment may only be made against an existing vacant position and must be approved by the GMD. A new staff request form must be completed and submitted to the GMD or any other authorized employee for approval.

Recruitment Procedure

Sourcing of Candidates

Through recruitment, the Company shall reach out to attract candidates from whom qualified and competent persons shall be hired to fill vacant positions. To achieve this, the following process shall be adopted:

The Hiring Manager in consultation with the Head of Department shall prepare the job profile or description and forward to the Head of HR and Administration Department to commence the recruitment process.

It is the company's prerogative to determine the best approach to filling all vacant positions. However, even where the company is sourcing externally, all vacancies will also be advertised internally and priority will be given to internal candidates who meet the requirements of the advertised job, and who show interest in the job by applying for it.

All internal talent movements, promotions and lateral transfers: The movement, promotion or lateral transfers of an employee, to a vacant position will be on merit and competitive in order to give everyone a fair chance to compete for the vacant position.

The Management reserves the right to choose an approved or a pre-qualified Recruitment Agency to be used in the recruitment and selection process.

B2. SELECTION PROCESS

Preliminary Selection Procedure

All appointments to permanent positions and those on contract terms shall be recruited and filled through an application in writing in response to an advertisement.

All applications shall be addressed to the Head of HR and Administration and submitted electronically through the recruitment portal or email address provided. Once the job application is closed the HR Department will review all applications related to the advertised post and prepare a long list of the applicants and forward the same to the appropriate Hiring Manager who shall return the applications file, together with their final shortlist, to the HR and Administration Department for interview.

There shall be up to three levels of interviews depending on the technicality and seniority of the vacancy being filled.

The shortlisted applicants shall be invited for the first interview which may include a written one (where written interview is necessary).

The interview shall be conducted by the hiring manager and a HR representative and the successful candidates invited for the second interview.

The HR and Administration Department shall ensure that communication to the candidates inviting them for the interview is sent in good time, at least two days prior to the interview day.

Final interview process and principles of appointment

The decision for a final interview will depend on the level of position being filled. All candidates for Middle Level Manager positions will go through a final interview with the GMD.

Selection interviews, except those chaired by GMD or a Director shall be presided over by a Head of Department. Such Employee shall be chosen by consensus of the panel members.

If the selected candidate declines the offer, then the second best candidate shall be considered for the job and if not suitable, the recruitment process will be repeated.

Canvassing with a member of the Board, Management or a member of the interview panel, directly or indirectly, for any appointment or promotion shall lead to the disqualification of the candidate.

B3. TERMS OF EMPLOYMENT

The Company may employ under any of the following terms of service:

Permanent Terms: The Company shall establish posts for permanent employment for the type of duties and responsibilities that are continuous and permanent in nature and to which the permanent terms and conditions of service shall apply.

Fixed Term Contract: The Company may establish posts to be filled on fixed contract terms.

Casual Employment: The Company may employ casual workers on daily basis in accordance with the Employment Act 2007 or any other written law or applicable law of the country where the recruitment and employment is taking place.

Power to Appoint Employees

Senior Management: The Board shall appoint the GMD and HODs. However, the Board may delegate the power to appoint HODs to the Group Managing Director.

Middle Level Management: the GMD shall make appointment to the posts of Middle Level Management as delegated by the Board, provided that he/she may delegate this power to an Employee or Employees (HOD'S) to interview and make necessary recommendations to him.

Non - Management staff: All permanent staff shall be appointed by the GMD as delegated by the Board. Interviews for the selection of applicants for the posts shall be done by the HOD, or an Employee to whom he shall have delegated such responsibility, in consultation with the Head of Human Capital and Administration or their representative.

Temporary and Casual Employees: HODs shall make recommendation for appointment of Temporary and Casual Employees in consultation with the Head of Human Capital and Administration with the approval of the GMD.

Fixed Term Contract Employees: the GMD shall make appointment of Employees engaged on Fixed Term Contracts.

Limitation to Employment of Family Members

Personal relationships at work must not influence your ability to act in the best interest of the Company, and must not affect any employment relationship. Employment-related decisions should be based on qualifications, performance, skills and experience. However, in situations where your personal relationship by blood or marriage with a colleague and/ or potential candidate is likely to cause a conflict of interest, it is the responsibility of the employee making the hiring decision to declare the potential of conflict where a relative is being considered for employment.

However, should two Employees decide to marry, the Company will allow both of them to continue working as long as no one reports to the other (Direct Reporting), and are not in the same department, and there is no conflict of interest in so far as execution of duties is concerned. Where a conflict of interest is evident then, only one of them will remain in employment. They will be given six (6) months to decide who among them should be retained in employment and they should communicate this to the Head of HR and Administration in writing. In case both employees are a very valuable asset and the company wish to retain them, the HOD in consultation with Head of Capital and Administration and GMD, will make a decision to redeploy one of the affected to a different department, provided he/she meets the requirements and needs of the receiving departments.

Appointment of Non - Citizens

As a Pan - African organization, occasionally the company will employ Non-Citizens or Non-Country nationals to certain positions. However, this will be done with prior approval of the Board. All efforts will be made to ensure that qualified nationals are given first priority. Any staff who is hired in a different country other than their own will be employed on expatriate terms as per the company expatriate policy.

Date of Appointment

The date of appointment shall be the date on which the new Employee reports on duty. If within fourteen days of the date of the offer, no response is received from the candidate or the offer is turned down, the offer lapses automatically and the recommendation of the interview panel shall apply as stipulated.

Once a post has been filled, all other candidates who appeared for the interview shall be advised that their applications were unsuccessful within fourteen (14) days.

Letters of Appointment

All appointments shall be made in writing. Appointment letters shall be signed by GMD or any authorized employee, and shall include a copy of the job description. The job description shall include all aspects of the job against which the employee's competence shall be judged, prior to confirmation.

Contents of a Letter of Appointment

Appointment letters must contain the following information:

- The name, age, permanent address and gender of the staffmember.
- The job description of the job for which the individual is being appointed, its core responsibilities and the related job category or grade.
- Type of appointment.
- The place, hours of work, form and duration of the contract if on contractual basis.
- The grade and the salary to which the staff member is entitled as well as the specific allowances and benefits to which he or she is eligible.
- The date on which the staff member is expected to commence work.
- Any special terms and conditions that may apply to the appointment.
- The location to which the employee has been assigned.
- A statement to the effect that the appointment is subject to the provisions of the Staff regulations of the Company, including any changes that may be made therein.

Induction

On assumption of duty on first appointment, every employee shall report to the Head of HR and Administration, who shall ensure the following:

- Provision of workstation.
- Introduction to Company regulations i.e. Terms and conditions of service, administrative and financial regulations and practices, health and safety requirement etc.
- Introduction to the Company business, policies and objectives and the principal organizations with which the Company deals with.
- Introduction to the Company key contact employees, the organization chart and the functions of each department including physical orientation and site visits to see the activities of all departments.
- Introduction and handing over the new employee to respective Line Manager.
- The respective Line Manager shall introduce the new employee to the activities of the department, or section, and the specific work they would be assigned. They will also introduce them to their workmates who will give necessary guidance and assistance.
- The new employee is expected to use their period to acquaint themselves with the Company, its business, regulations and practices.

Confidential Reference

The Company will seek confidential references in respect of candidates recommended for appointment to all positions. Such references will be sought after the interview of the candidates. Confirmation of appointment will be done after receipt of favourable confidential reports by the Company from the referees.

Any false statement made by an applicant in connection with their application for employment, may render him liable to summary dismissal from employment. Such dismissal will be explained to the employee affected through a written communication signed by GMD.

Probationary contracts: Confirmation or Termination of Probationary Appointments

Except for employees who are appointed on consultancy and temporary terms, all new recruits shall be subjected to probationary period of three months for middle level and junior positions for senior management it will be six months.

Employees who successfully complete the probationary employment period shall be confirmed in employment and such confirmation shall be made in writing.

(a) Interim Review of Probationary Contracts

An employee on probation shall be subject to a monthly performance evaluation to monitor their progress and training by their Line Manager. The evaluation report shall be made to the Head of Department, or to an employee to whom that responsibility has been delegated. The report shall specify, with evidence, whether the appointee has attained the necessary level of competence, shows potential to attain such a level within the specified period or is unlikely to do so. The report shall also specify the necessary action, including further training and development, enhanced supervision and mentoring or the immediate termination of the probationary contract. In all instances, the Line Manager's observations must be shared with the appointee, who must be asked to append their comments.

(b) Action to be taken in case of Adverse Reports

In case of adverse reports, the Line Manager, Head of Department and the Head of Human Capital and Administration shall jointly make a decision on the appropriate course of action. Under normal circumstances, an employee who shows little or no chance of successfully completing the probationary period should be terminated after this review.

(c) Final review of Probationary Appointment

At the end of the probationary period, the Line Manager shall carry out a further review of the employees' performance and recommend either the confirmation, extension of the probationary period or termination of the contract. In the event that the recommendation is to extend or terminate the probationary period, the employee shall be informed in writing of such a decision and the reasons leading to the extension of the probation period or termination.

Extension of Probationary Appointments

Where it is deemed necessary to give an employee extra time to improve on performance, the probationary period may be extended by a period not exceeding six (6) months with the agreement of the employee.

Terminal dues Applicable to Probationary Employees

During the probationary period, either party may terminate employment by giving two (2) weeks' notice or two (2) weeks' salary in lieu of notice.

Employment of Former Employees

The Company will employ former employees, as long as they meet the criteria and successfully go through the interview process for the position they are being considered. Employees who join the Company for a second time shall be treated as new employees in all respects and purposes.

Recruitment of Casual Labour

A casual labourer is an individual who shall be engaged on a short-term basis (period not exceeding three weeks). The Company will from time to time engage casual employees for a limited term, where such jobs may exist for a limited (short) period of time.

Employees hired under Casual Labour provision will earn a consolidated daily wage not less than those wages provided for by the relevant wages regulation order. Such employees will not be eligible for any other benefits as provided by the company to other members of staff.

B4. STAFF TRANSFERS

Employees of the Company are transferable to any duty station or place of work as might be deemed necessary provided suitable openings exist in the new station.

The power to transfer an Employee from one duty station to another or to re-assign duties in the Department shall be vested in the HOD with the approval of Management. The GMD shall be responsible for the transfer or re-assignment of duties and responsibilities of employees holding the rank of HOD.

Local and International transfers

The Company shall pay the following costs relating to transfer:

Employees who have been transferred will be provided with one return air ticket for self and family annually for travel to home country.

The employee transferred shall be paid relocation allowance equivalent to one month's gross Salary prior to moving to the new station.

The Company shall pay for reasonable hotel accommodation for an employee for one month, as they source for suitable house to rent, or pay the employee subsistence allowance, at the prevailing exchange rate for staff in the country where the employee has been transferred to, and on out of country assignments.

The company shall meet the costs of pay for the work permit, and other work related documents and immunization certificates for the duration of the contract of employment of the employee and residential permits for the employees' immediate dependants, which will include only the spouse(s) and their biological children below the age of 18 years.

The Company shall meet the cost of transport of their unaccompanied baggage from the old station to the new station or at a place of choice of the Employee this will upon approval by the relevant supervisor and the CFOO.

The employee will be given at least two (2) month's written notice for preparation unless on emergency cases which will require one month notice.

The employee shall be given fourteen (14) consecutive days off to enable him or her to make necessary transfer arrangements subject to operational requirements. The off days shall not be deducted from the annual leave.

B5. GENERAL WORK AND EMPLOYMENT CONDITIONS

Hours of Work

The basic hours of work shall be forty (40) hours per week spread over five days. Normally, 8 hours from Monday to Friday except on Public Holidays. The hours of work may vary according to the departmental requirements.

Working from Home/remotely

Employees working from home or remotely will required to work as those in the office and are expected to be as productive. The following guidelines should be observed to ensure performance is still on track even as employees work from home:-

- Be clear on employee priorities, focus on expectations, tasks and responsibilities that will measure success.
 - Supervisors and employees should be proactive in regular communications between managers/supervisors and employees to stay connected and resolve issues as they arise.
 - Ensure that employee accomplishments, project status, outcomes and deliverables are visible. Important to avoid being out of sight, out of mind.
 - Invite and encourage feedback from colleagues and management how this arrangement is working or affecting them.
- ▶▶ Critical operating business hours are between 9:00AM to 4:00PM whether working from the office or remotely.

Flexible Working Hours

The flexible reporting times will be as follows:

6.30am – 3.30pm

7:00am – 4:00pm

8:00am – 5:00pm

9:00am – 6:00pm

10:00am – 7:00pm

Your reporting time will be agreed upon in consultation with your supervisor and may be reviewed quarterly.

**Lactating Mothers shall be working from 9:00am – 4:00pm.* (This will be until the baby is 6 months)*

Attendance will be verified through the Biometric Access System, failure to which flexible time will be revoked and reverted to normal reporting time of 8:00am to 5:00pm.

Employees are entitled to a one (1) hour lunch break, which can be taken from 12:00 Noon to 1:00pm, or between 1:00pm and 2:00pm

However, the operating business environment at any given time may necessitate a review of the hours of work.

Overtime

Eligible employees are those that are in grade L and below.

Overtime shall not exceed 2 overtime hours per day on weekdays and 4 overtime hours per day on weekends and public holidays. To qualify for payment of overtime hours worked an individual needs to have met the 40 hours per week.

To work overtime, prior authorization from the HOD, or someone with a delegated authority (from HOD) must be given.

Claims for payment shall be made on the Overtime Claim Form, which has to be approved by the respective HOD. The claims of the ended month shall be submitted by HODs to the HR Department by the 9th of next month, upon which the HR Department shall verify, approve and take to finance to facilitate payment (after tax) through the payroll.

Indemnity

An employee who, in the course of their duty, and while acting in good faith, and in the absence of negligence on their part, does anything or fails to do something that may lead to, or eventually lead to a liability or claim whatsoever, shall either be indemnified by the Company or the Company may arrange for their legal defence in any proceedings that may be instituted against him.

Power to Sign an Agreement

The Board shall authorize the employees or persons entitled to sign contracts or any form of documents on behalf of the Company. In the absence of these persons, only those with delegated authority may sign on their behalf. Before signing such agreements by a delegated authority, GMD will make an approval.

The Company Secretary shall keep the official seal of the Company.

B6. DRESS CODE



Guiding Principles on Employees Work Dress Code

The Company's objective in establishing both a business formal and business casual dress code is to allow employees to work comfortably. This is because the Company requires employees to project a professional image to our customers, colleagues at workplace, potential employees, visitors or other stakeholders. An employee's appearance can create a positive or negative impression that reflects on Company and Culture. Therefore, the Company recognizes flexibility of the dress code based on its functionality and occasion. Where employees are scheduled to attend official meetings with people from outside the business e.g. Government Officers, they will be expected to adhere to the dress code of the parties with whom they are meeting. In addition, any employee attending formal meetings must be formally dressed regardless of the day of the week.

Business formal dress code is a requirement for all office staff except dress down Fridays. Business casual dress code is applicable for staff in the field and warehouse throughout the week. The Commercial team (in the field) will be required to be dressed formally and their casual dress code is strictly Khaki pants (jeans/ denim are not allowed). Members of staff in the warehouse are allowed to dress in jeans/denim from Monday to Friday (**distressed, torn, ripped or acid washed jeans are not allowed**).

The HOD and/or Head of HR and Administration may order an employee to leave the Company's premises and return when appropriately dressed, if they consider that the dressing of the employee while on duty is inappropriate. Since not all casual, clothing is suitable for the office, the following guidelines will help you determine what is appropriate to wear while at work.

Appropriate Do's


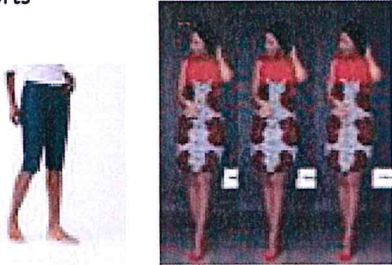
For Men	For Women
<p data-bbox="357 1232 513 1258">Business Suits</p> 	<p data-bbox="836 1232 992 1258">Business Suits</p> 

For Men	For Women
<p data-bbox="367 280 598 324">Coordinated Jackets</p> 	<p data-bbox="861 302 1093 347">Coordinated Jackets</p> 
<p data-bbox="359 660 829 728">Long Or Short-Sleeved Formal Collared Shirts with a tie or not</p> 	<p data-bbox="853 672 1284 716">Long Or Short Sleeved Blouses / Shirts</p> 
<p data-bbox="343 1019 582 1064">Solid Colour Trousers</p> 	<p data-bbox="837 1041 1005 1086">Smart Dresses</p> 
<p data-bbox="335 1400 550 1444">Belts, Socks & Ties</p> 	<p data-bbox="829 1411 1141 1456">Scarves & Simple Jewellery</p> 

For Men	For Women
<p>Longhorn Branded shirts – For Fridays or any other day of the week</p> 	<p>Longhorn Branded T-shirts– Fridays or any other day of the week</p> 
<p>Jeans – Dress down Fridays</p> 	<p>Jeans, Capris – Dress Down Fridays</p> 
<p>Formal Sweaters or Cardigan</p> 	<p>Long Or Modestly Short Skirts</p> 
<p>Formal soled shoes</p> 	<p>Formal Shoes</p> 

For Men	For Women
<p>Chino pants and Khaki pants</p> 	<p>Pencil Trousers, Khaki and chino pants</p> 
<p>Loafers and Sport shoes – Casual wear Fridays</p> 	<p>Sport shoes and sandals – Casual wear Fridays</p> 

Inappropriate Dont's

For Men	For Women
<p>Shorts</p> 	<p>Sun dresses, casual prints, Kitenge, Ankara, shorts</p> 

For Men	For Women
<p>Tee-Shirts – not branded Longhorn on Monday to Thursday.</p> 	<p>Tank Tops, Spaghetti Straps without a jacket /Bare Mid-Riff Apparel</p> 
<p>Floral, Ankara or patterned shirts</p> 	<p>“See-Through” or completely Sleeveless Clothes</p> 
<p>Sweatpants and Jogging Suits</p> 	<p>Excessive jewellery</p> 
<p>Caps, hats or other non-religious headgear</p> 	<p>Caps, hats or other non-religious headgear</p> 

For Men	For Women
<p data-bbox="359 320 448 347">Sandals</p> 	<p data-bbox="837 320 1297 387">Flip-Flops, sport shoes, plastic, sandals, open toe shoes, dress sandals</p> 
<p data-bbox="359 678 683 705">Overly baggy or tight trousers</p> 	<p data-bbox="837 678 1297 745">Plunging Necklines, inappropriately short, tight or revealing dresses or skirts</p> 

Even in a business formal work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that do not belong to the Longhorn Brand and /or may be offensive to other employees, or may be promoting ideologies that may provoke hate, disharmony, or conflict at the place of work is unacceptable. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests are not acceptable. Appropriate clothing that has the company logo, and/or is branded is encouraged.

The Company reserves the right to continue, extend, revise or revoke this policy at its discretion.

Guide to Skirts, Dresses, and Skirted Suits

Casual dresses and skirts that are split at or below the knees are acceptable.

Dress and skirt length should allow one to sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, sundresses, beach dresses, and spaghetti-strap dresses -without a jacket are inappropriate at workplace.

Shoes and Footwear

Formal footwear such as dress shoes for men, leather deck-type shoes, pumps for ladies, boots, and conservative coloured flat shoes will be worn as part of the formal dress code.

Casual footwear such as athletic or walking shoes, loafers, clogs, sneakers, dress heels are acceptable for the business casual dress code.

** Staff working in the warehouse must always wear safety shoes.**

Wearing flip-flops, slippers are not acceptable in the office.

Jewellery, Makeup, Perfume, and Cologne

These should be in good taste, being mindful, that some employees may be allergic to the chemicals in perfumes and make-up. These substances should be used modestly and with restraint.

Hats and Head Covering

Hats and caps are not acceptable in the office unless the ones related to the Company's corporate activities, which are only allowed on the day of the Company activity. Head covers that are required for medical (e.g. if one has had an operation or an injury) or religious purposes are allowed.

Company Branded Clothing

Company branded attire should be appropriately selected, fit well, and have its original colour maintained. Those items that are faded, stretched and old should not be worn.

Employees, who are required to wear branded attire for a specific event will be provided with the attire and will be expected to wear them during the occasions they are required to.

Uniforms and protective clothing

The Company shall provide protective clothing to all employees whose nature of work requires use of such clothes. Employees provided with such clothes (e.g. dust coats, safety shoes, helmets and gloves) shall be required to wear them while on duty. Their renewal will depend on wear and tear.

Protective clothing provided to the employees shall remain the property of the Company and no replacement shall be done until the old or previous one is accounted for. When an Employee leaves the service of the Company, they must immediately surrender the protective clothing issued to them except for the safety shoes.

Visitors or Employees who visit the warehouse officially for work or inspection will be provided with safety gear/protective clothing by the officer in charge of the warehouse, and they shall surrender the same to the officer upon leaving the warehouse.

Conclusion

If clothing fails to meet these standards as listed in the above guidelines, the employees will be sent home to change into acceptable clothing with a verbal warning. Progressive disciplinary action will be applied if dress code violations continue.

B7. LEAVE REGULATIONS AND ADMINISTRATION

The Company recognises the rights for its employees to take various types of leave from work for recuperative purposes to enable employee renew their energy and improve efficiency and effectiveness.

Leave is authorised absence of an employee from company duties. Longhorn Publishers plc shall recognize the following types of leave:

- Annual leave
- Compassionate leave
- Sick leave
- Maternity leave
- Paternity leave
- Civic duty leave
- Gazetted public & religious holiday
- Leave without pay (Unpaid Leave)
- Study leave

Leave Administration

Annual Leave

An employee serving on permanent terms or on a fixed term contract of longer than 12 months shall be entitled to 25 working days leave. The Company's leave year shall commence from January to December, and leave will accrue from the date of employment.

All leave applications shall be made, submitted and approved online by the relevant approvers. Employees shall only proceed on leave when applied leave is fully approved.

The GMD or HOD or any authorized employee acting on their behalf, may decline, vary or postpone leave, at any time or may grant it, subject to such conditions as he may think fit.

Leave Carried Forward

All leave shall be handled under local legislation. Number of days carried forward to the next calendar year limited up to 10 leave days with approval and must be cleared in the first quarter of the next leave earning year. If not cleared within the first quarter they will be forfeited. Any leave days exceeding 10 will only be carried forward to next calendar year after authorization by HOD in consultation with Head of HR and Administration.

Compassionate Leave

An employee shall be entitled to five (5) working days for compassionate leave per year to spend time with the immediate family who is injured and hospitalized. Compassionate leave may also be taken after the death of a member of Employee's immediate family that shall be limited to Parents, Spouses or Children as per company records. Compassionate leave of up to 3 days will be allowed in case of loss of immediate siblings i.e. brother, sister or parent in-law.

A female employee may be granted compassionate leave after her maternity leave if the circumstances deem it necessary that be granted the same.

Compassionate leave days shall not be deducted from an employee's annual leave days.

Sick Leave

All Employees who absent themselves from duty because of sickness must present a Medical Certificate covering the period of absence from duty. The employee should notify their supervisor of the intended absence by 12:00 noon. A medical certificate must be from an approved medical practitioner and must be presented to the Company, in hard or in soft copy within 24 hours.

Where an employee fails to submit such a certificate, he shall be deemed to have absented themselves from duty without authority and be liable to disciplinary action.

When an employee is absent from duty due to illness, he/she will be eligible for sick leave of first ninety (90) consecutive days on full pay and the following 90 consecutive days on half pay and thereafter no pay in a leave year.

An employee is therefore entitled to a maximum of one hundred and eighty (180) sick off days in any leave year.

Sick leave is not cumulative and will not be carried over to the next year. When an Employee has been on sick leave for a continuous period of 180 consecutive days, the Head of Human Capital and Administration shall refer such an employee to a doctor, and request a certificate stating whether the employee stands a chance of recovering and being able to follow their occupation.

If the medical practitioner states that there is no reasonable prospect of the employee resuming duty, the matter shall be referred to the GMD. The GMD shall direct that the employee be retired on medical grounds, or order that a further opinion be sought. Where an employee exhausts their sick leave entitlement for the year, a careful review of their case for sick leave shall be made and the GMD shall exercise their discretion in the matter. (So that he makes what decision?)

Any absence of an employee from work as a result of visit to the hospital for one full day or more, where no sick-offs are granted shall be treated as unauthorized leave. Such days taken shall be deducted from the annual leave entitlement of the employee.

In the event of illness occurring while an employee is on annual leave or any other form of leave, the period of absence will continue to be regarded as the original leave for the full period of the illness, but if the illness extends beyond the expiry of leave being taken, sick leave will be granted if necessary from the end of the leave period.

Terminal Leave

An employee serving on permanent and pensionable or contract terms of service who has served the company for a minimum of ten years consecutively and is proceeding on retirement shall be granted terminal leave of 30 calendar days.

Terminal leave will be separate from annual leave, which shall be calculated separately.

Maternity Leave

A female employee shall be entitled to three months (i.e. 90 calendar days) maternity leave with full pay without forfeiting her annual leave. Maternity leave commences on the day of the birth. Any absence before commencement of maternity leave shall be deducted from their annual leave entitlement.

Application for maternity leave shall be made at least one month before the day the baby is due. A certificate from the employee's obstetrician stating the expected date of delivery shall be presented to Head of HR and Administration at the time of application of maternity leave. The application shall be made in writing.

A female employee will be entitled to all her other employment benefits during maternity leave. A female employee who proceeds on maternity leave shall return to the job she held prior to her maternity leave or a reasonably suitable job on terms and conditions that are favourable to those which they had applied for had it not been for the maternity leave.

Where a Registered Medical Practitioner or State Registered Nurse certifies that, because of complications accompanying the birth of your child, you need to convalesce for a specified period in excess of the leave entitlement days after such birth, the period of 3 months shall be extended with pay to include the whole of such specified period.

Paternity Leave

Male employees will be eligible to 14 consecutive calendar leave days. A male employee shall be expected to notify the Company in writing one month before the due date of the commencement of paternity leave. Paternity leave shall be granted on presentation of a birth notification containing the employee's name or the employee's declared spouse.

A male employee will be entitled to all their other employment benefits during the paternity leave.

Paternity leave cannot be carried forward and is meant to be taken as soon as the child is born within the first month.

Civic Duty

Paid leave shall be granted to an employee who, under the laws of the country of service is required to be a witness in a court of law. The employee shall notify their supervisor immediately after receipt of court summons. A copy of the court summons shall be presented.

If the matter before the court relates to a personal matter, and not a civic duty, then the days taken to attend court will be recoverable from the earned annual leave.

Members of staff who hold positions on Boards of Public Institutions shall be granted time off under this clause to attend meetings upon presentation of letters inviting them to attend Board Meetings.

Gazetted Public Holidays & Religious Holidays

Employees will observe the declared public holidays in accordance to local legislation.

Leave Without Pay (UNPAID LEAVE)

Leave without pay may be granted to an Employee to attend to personal matters in very special circumstances. Permission to grant such leave is solely at the discretion of the GMD for a continuous period not exceeding thirty (30) days. When granted such leave will be entirely without pay or allowances of any kind and will not count as active service for the accrual of future leave and where such unpaid leave is in excess of 30 days, the period will also not count for the accrual of service for pension plan purposes.

Any unpaid leave will result in deductions being made on calendar day's basis.

When unnatural calamity does arise and business is not operating as usual, employees may take leave without pay until the business operations normalize.

Study Leave

Employees will be eligible for Study Leave of up to 10 days per year to cover the exam dates only on pre-approved courses that are pertinent to the staff member duties and responsibilities as well as the company objectives. (This includes courses not paid for by the company).

SECTION C

TALENT AND REWARD MANAGEMENT

C1. TALENT MANAGEMENT

Introduction

Promotion and advancement of staff is an aspect of staff development. It arises from proper and objective assessment of performance. The Company shall encourage and provide opportunities for staff development through promoting or upgrading qualified and competent employees to senior positions, or a higher grade whenever a vacancy occurs. The criteria for selecting candidates for promotion are academic and professional qualifications, work performance, ability, experience and seniority. An employee on probation is not eligible for promotion.

Career Advancement Procedure

Promotion involves the advancement of an employee from one job category (rank) to another with more responsibilities and authority. Promotion occurs when vacancies exist and the appointing authority fills the vacant position by appointing an employee already serving in the organization in a lower grade. Promotion is based on evaluation of current performance and of the staff member has demonstrated potential for further responsibility.

Promotion will occur when a person is elevated to a more senior level post, which has fallen vacant or is newly created with the approval of the Board of Directors. Such an elevation or appointment will be based on the recognition of the employee's good and exemplary performance in their current post and their ability to perform higher duties and responsibilities. This will be determined through assessment and appraisal reports.

The following procedures will be followed when promoting staff:

- The decision to fill a vacant post by promotion or by direct recruitment from the open labour market vests in the GMD.
- In the event of a post falling vacant and management holding a view that such a vacancy should be filled internally, all eligible employees will be notified through an internal advertisement for which they should respond to.
- The recommendations should include a write up on the employees' performance over a period. (What period? 6 months, 1 year, etc.?) This should be supported by performance appraisal reports.
- The reports on all employees will be discussed using an agreed criteria. Each employee will be considered in order to arrive at the preferred candidate.

Promotions will be made to vacant positions with the approved establishment and in keeping with the Human Resources Management objectives. In special circumstances, promotions may be made where no existing vacancy is established and such position will be personal to the officer.

In selecting candidates for promotion, regard will be given to the efficacy of service of the company and in considering the claim of officers for promotion, merit (performance) and ability will be taken into account as well as seniority, experience and official performance appraisal.

As between officers, qualifications, proved merit and suitability for the vacancy in question shall be given greater weight than seniority. The assessment shall be in accordance with the performance appraisal.

Recommendations made to the Board for promotion should state whether the Officer recommended is the senior most employee in the department or grade eligible for promotion and where this is not the case, detailed reasons should be given in respect of each person in that same department or grade over why it is proposed that the person recommended should be promoted.

An employee's promotion will take effect on the date of the Company's letter authorizing the promotion is given or the date of the occurrence of the vacancy. This regulation will apply whether the employee is on official course of instruction or annual vacation leave.

If an employee has been appointed by the Board to act in a post and is subsequently without any interval between the appointment in acting capacity and the date of their substantive promotion, the effective date of appointment shall be in the 1st day of the month following the appointment date.

If an employee has been appointed to act in a post, and subsequently ceases to act in it solely as a result of their going on leave or an official course of instruction (whether in Kenya or elsewhere) and is subsequently promoted to it whilst still on leave or on a course, the effective date of promotion will be the 1st of the month following the appointment date.

Upgrading of employees to higher grades without them relinquishing their usual responsibilities shall be treated in the same way as promotions.

The principles set out will apply to positions that are outside the preview of the Board which the Board has delegated its powers to the GMD.

C2. STRETCH ASSIGNMENT

Stretch Appointments

Employees may be appointed to carry out duties of a higher grade than theirs. Where such an assignment is made, it must be communicated in writing and if the employee acts in that position for a period exceeding 30 calendar days, a stretch assignment allowance (will be determined on a case to case basis by the GMD or to a delegated authority). The stretch assignment does not necessary need to be compensated as this is a growth opportunity for the staff given the position.

Conditions governing Stretch Assignments

The Head of Department shall recommend the most suitable candidate in writing basing their recommendation on experience, skills, qualifications, past record of performance, previous exemplary achievements etc.

Stretch Assignments shall be made in writing and shall specify the reasons for the assignment, the duration of the assignment and in case of a vacant position, the steps that will be taken to fill the vacancy on a long-term basis.

Stretch Assignments shall not be backdated i.e. the individual shall not be appointed in that capacity in a date that has passed.

Appointment of Employees to act in the positions of a HOD will be made by the Board on recommendations by the GMD.

An Employee required to act as the GMD will only be appointed by the Board.

No stretch assignment shall be for less than thirty (30) days and shall not exceed six (6) consecutive months except with the approval of the GMD or the Board. The extension will not exceed a further three (3) months. The GMD may approve such extension subject to such terms and conditions as he may deem necessary, bearing in mind reasons and circumstances for the extension.

An employee who acts in a higher position for more than six (six) months the Board or GMD can either confirm the employee or get a replacement. This shall be communicated to the person in writing if they are successful or not.

If the employee is acting in an equivalent or more junior position, there shall be no change in pay and/or allowances.

Stretch Assignments shall cease on the resumption of duty by the substantive holder of the higher office or on substantive appointment of an employee to the higher post.

C3. REWARD MANAGEMENT

Policy Statement

This policy aims at attracting and retaining the right talent into the right roles to meet business needs, ensure that good performance is rewarded and ensure the organization provides equal pay for equal work done.

Job Evaluation and Grading

The Company will evaluate all jobs and place them in appropriate job categories. Job evaluation activities shall be undertaken whenever the scope and responsibilities of a job substantially change or when a new job is created. The Head of HR and Administration shall be responsible for initiating, managing and coordinating all job evaluation exercises.

Job evaluation and grading exercise shall have at least one representative of each department appointed by GMD or a HOD.

In all instances, job evaluation exercises shall be conducted in a professional manner using suitable tools that either are designed in-house or provided by external parties.

Salary

Salaries will be paid at the end of every month worked less any statutory deductions e.g., PAYE, NSSF, NHIF. Salaries will be reviewed annually based on individual performance, company performance and at the discretion of the Board. However, this is not guaranteed.

Pension benefit contributions for the Kenyan employees will be 7.5% from employee and 7.5% from the employer. Uganda and Tanzania the NSSF deductions act as their pension. Such pension deductions will be applicable based on the specific country statutes and will be subject to review, where such a review is necessitated by change of country bi-laws or company policies.

Any amendments made to an employees pay package shall be communicated in writing.

Payroll Changes

The Head of HR and Administration shall advise on all payroll changes. Except for statutory deductions, no changes to the payroll shall be made in respect to increments, deductions, surcharges and review without formal advice from the Head of HR and Administration with authority of GMD.

Salary Review

The company will endeavour to make annual salary reviews that will be determined by company performance and individual performance. The award of such reviews will be made at the discretion of the Board and according to the company's reward cycle.

The Board will determine the effective date of salary increments and a decision will be made between the months of September and January.

New employees who have served for a period not less than 6 months prior to the end of the financial year under review are eligible for that year's salary review date. The amount of salary awarded will be prorated.

C4. BONUS POLICY

Variable Pay and Bonus Policy Statement

Employee Bonus plan is designed to provide an effective means to motivate and

Compensate eligible employees, on an annual basis, through cash award bonuses based on the achievement of business and individual performance objectives during each financial year. It is intended to be the Company's primary vehicle for granting of bonuses.

Purpose

The compensation contemplated under this plan is considered as "payment for performance." Any bonus pay out is subject to the achievement of specific performance goals by the Company and by each individual during the financial year. The Company believes that such compensation can be a highly effective form of compensation that can enhance the employer-employee "stakeholder" relationship. In addition, the Company hopes that by providing short-term incentive compensation, employees will be motivated and will be a retention strategy, which, in turn, will enhance the Company's long-term value.

Eligibility

All permanent full-time employees will be eligible to receive a bonus under this policy unless the employee:

- Has not attained 90% collection of sales of the financial year whose performance is under review (this applies to the commercial department).
- Joined the company less than 6 months prior to the end of the financial year (that is after 1 January).
- Dismissed from the company for a Gross Misconduct or terminated for any kind of misconduct.
- Exited from the company before the approval by the Board of a bonus pay out (Quarter 1 of the new financial year).
- Received an individual performance appraisal rating of "2" and below.
- Is on disciplinary action or an active warning.
- Is on probation.
- Is on a separate performance based commission.

The Nomination & Governance Board Committee may grant exceptions to the above eligibility criteria on its sole discretion. Employees on contract do not qualify to receive a bonus.

Criteria

The bonus will be determined by the Company performance of that financial year and the Boards approval. The pay out if any will be determined by the performance of the particular financial year.

The assessment of individual performance goals will be accomplished through the employee's annual performance rating. The impact of actual business or individual performance during the year on the bonus paid varies between positions, with the bonus for the Heads of Departments being more dependent upon overall Company performance, while the bonuses for other employees being more dependent upon individual performance.

Timelines

Bonus pay-outs for the previous Financial Year will be done in the 6th month (December) of the new Financial Year. Therefore, the amount to be paid to each individual employee will be determined by:

The total bonus amount to be shared. Individual performance.

Position. Retention of employees who are critical to the continuity of the business such as HODs, and staff with unique skills critical to the success of the company by considering the impact on the business in the absence of a substantive position holder and the impact of their decisions on the business.

Recognition of exemplary performing employees or those who go beyond their call of duty.

Rewarding employees who may otherwise be excluded by the eligibility criteria such as staff on contract or staff under probation, but they make notable contributions to the business.

C5. MEMBERSHIP

Club Membership

The Company shall pay for Chairman of the Board, GMD, HODs entrance and membership fees only for one social club of the eligible member's choice.

Chairman and GMD

Eligible to join a club at the same level as Muthaiga Golf Club and Karen Golf and Country Club.

HOD's

Eligible to join a club at the same level as Royal Golf Club and Nairobi Club.

Entertainment

The Chairman, GMD and HOD's are entitled to entertainment expenses administered through a credit card, which shall be paid for by the Company.

Reimbursement will be made against receipts for business expenses not incurred through the credit card. Bills incurred for personal use will not be reimbursed. All credit cards shall be expensed at the end of every month upon receipt of statements.

Telephone/Mobile Airtime Allowance

This will be determined by a person's role and also by levels of official communication. The Approval will be from the supervisor or relevant HOD.

SECTION D

HEALTH AND STAFF WELFARE

D1. HEALTH AND EMPLOYEE BENEFITS:

MEDICAL BENEFITS

Policy

Apart from NHIF, Employees on permanent terms and those on fixed term contracts greater than one (1) year, on joining the company employment, will be entitled to join the company medical scheme. This will cover the employee, the spouse and up to four dependent children subject to the scheme limits set by the Company.

Abuse of Medical Scheme Rules

Disciplinary action shall be taken as per the relevant rules and regulations of the medical scheme and could lead to termination.

D2. PENSION AND GROUP LIFE INSURANCE SCHEMES

Group Life Assurance Scheme

All permanent employees and those on fixed term contracts greater than one year are eligible to be covered on confirmation under the Company's Group Life Assurance Scheme. In the event of death while still in service, their beneficiaries as defined under the Law of Succession Act shall be paid the equivalent of four years' salary subject to the underwriter's medical requirements.

Group Personal Accident Insurance (GPA/WIBA)

All employees including part time and temporary employees and those on probation are eligible to be covered under the Company's Group Life Assurance Scheme will also be covered under the Company's Group Personal Accident Policy. In case of an injury or fatal accident arising from, or in the course and scope of their work. The insurance will compensate the injured employee or beneficiaries based on the degree of injury.

In the event of death, the insured employee's beneficiaries will receive an amount equal to the employee's annual consolidated salary subject to the underwriting requirements.

Pension

An Employee shall be eligible to join the company's retirement benefit scheme upon confirmation into permanent employment. For employees in Kenya, they will be required to contribute 7.5% of their consolidated salary towards the Scheme. The Company shall also contribute 7.5% of the Employee's consolidated salary. This is governed by the local laws and practices. Member contributions shall be deducted directly from salary. Deductions stop when one ceases to be an employee of Longhorn Publishers plc.

Joining and leaving the Staff Retirement Benefit Scheme shall be governed by the Trust Deed and Rules of the Scheme. Where an Employee resigns from the Company before attaining retirement age, their benefits shall be paid up in accordance with the Retirement Benefits Act, the Regulations enacted there under, and the Staff Retirement Benefits Scheme Trust Deed and Rules of the Company.

Where an employee is not eligible to join the pension scheme, NSSF contributions shall be made in accordance with the NSSF regulations. This applies to the subsidiaries.

Co-operative Society

The Company encourages all Employees to join Longhorn Savings and Credit Co-operative Society ("Longhorn Publishers Limited SACCO"), to assist them save for their future benefit and provide easily accessible credit for personal needs.

The Company commits itself to continue its sponsorship and support of Longhorn SACCO.

Death

In the event that an employee dies while in employment, the company shall support the bereaved family with up to Kshs: 180,000 or an equivalent amount in the country where the employee is based to go towards the following:

- Buying of a casket (where applicable).
- Transport.
- An advert where applicable.

In the event an employee is bereaved, (through death of a parent, spouse or a child), the company will send 5 members of staff to attend the funeral. The company will provide for and accommodate transport for the members of staff to represent the company.

Hospitalization

In the event that an employee, their spouse or children are hospitalized, the Company shall facilitate a visit to the hospital and spend no more than Kenya Shillings Five thousands (Kshs. 5,000), or an equivalent based on the country where the employee is based per visit.

Wedding Token

The company will purchase a gift worth Kshs 50,000 (on an equivalent amount for a different country) for the employee getting married to only one spouse. This spouse will be the one to appear in the marriage certificate and other official documentation. This does not apply to the traditional weddings.

D3. COMPANY TRANSPORT AND TRAVEL

The following are rules and guidelines governing the use of all company motor vehicles.

Company Vehicle files

The HR and Administration Department will maintain a file for all Company vehicles and motor cycles. The file will include the following documents:

- An original and a copy of the log book

- Purchase agreements and/ or signed purchase contracts.
- Service record
- Licenses
- Duplicate insurance certificates
- Allocation of the motor vehicle details
- An inventory of tools and equipment issued to the vehicle, and
- Details of the service records will be kept in the user department and remitted to the Finance Department on quarterly basis.

Drivers

All personnel required to drive Company vehicles must have valid driving licenses. A driver should not drive a type of vehicle which he is not licensed to drive. An employee authorizing the use of a vehicle by another employee who does not possess a valid driving license will be held responsible for any pecuniary loss to the Company that may result.

The following regulations shall apply:

Only Company authorized employees shall be allowed to drive Company vehicles. In the event of an unauthorized person is found driving a Company vehicle, the Employee in charge of the vehicle at the time shall be held responsible.

Under no circumstances shall the Employee make an unauthorized trip using a Company vehicle. In the event such an Employee is found using a Company vehicle without authorization, an appropriate disciplinary action will be taken against them.

Except for vehicles assigned to the Commercial team, no Company vehicle shall be allowed to leave the premises without authorization.

All Company vehicles shall be kept in good state; free from any dents and mechanical defects. Vehicles should be clean at all times. Thus, Company drivers are required to take good care and maintenance of the vehicles under their responsibility.

The driver will pay the repair cost of damage to Company vehicle or Third Party vehicle arising from careless driving. This may be the full cost or part of it. This payment will be determined by the Head of Human and Capital Administration.

Personal use of company vehicles on personal matters must be approved by the GMD or a delegated representatives.

Service: Company motor vehicles are to be serviced when they are due. Delays cause serious damage to vehicles. Service shall be done in an approved garage and recommended by the company. Service dates and data will be maintained in the HR and Admin Department and the driver responsible.

Fuel: Each Company vehicle shall be provided with a fuel card. It is a serious offence to cheat or use the card for other uses other fuelling the company car. Fuelling of cars shall be done only in the recommended fuelling stations or fuel companies to avoid damage of vehicles through use of adulterated fuels. Equally, there should be no siphoning of fuel from the company vehicles

after they have been fuelled. This shall constitute gross misconduct. Loss of fuel card should be reported to HR and Admin Department as soon as possible.

Ignition keys: All spare keys of all Company vehicles must be handed over to the HR and Administration Department or any other authorized employee as the Company might determine. All other keys, except those of the GMD and Commercial team should be handed over to the HOD of the user department or authorized employee at the end of the authorized trip.

D4. SECURITY OF THE OFFICE

Locking of offices and switching off lights

All Employees should ensure that office doors are locked, lights switched off, gas and water taps turned off when leaving the office at the end of the day. Any loss of keys must be reported immediately to the Head of HR and Administration.

Identification and Access Control

All members of staff will be registered into the biometric access system; they also will be issued with an employee card. The cost of replacement of such card after loss and/or damage will be borne by the employee. The card shall be valid as long as one remains in the company's employment. Such employee cards must be surrendered to the company upon exit.

Parking on company premises

The company recognizes the need to provide employees with proper parking spaces for their personal and official cars. Employees will only park in the designated areas provided that they will take total responsibility for damage or theft of vehicles or of articles from vehicles while on the premises. However, the company will ensure that there is adequate security within its compound.

All vehicles parked in company premises will be subject to physical search by the security personnel.

Interpretation and Enforcement

Any doubt in the interpretation of these rules should be addressed to the Head of Department or the Head of Human Capital and Administration. Infringement of this code of conduct will constitute a serious breach of the contract of employment and will therefore result in termination of employment. It is the duty of every employee to uphold and enhance its standing business with a High standard of corporate conduct.

Breaches of the code of conduct/ethics/conflict of interest

Employees have a duty to observe the code of conduct and ensure that no breaches occur.

Breaches require immediate attention and employees have a duty to report known or suspected breaches of the code of conduct.

Any employee, who in good faith, makes a complaint or disclosure about an alleged breach of the code of conduct, and follows the reporting procedure outlined below, will not be disadvantaged or prejudiced in the making of such a complaint or disclosure. All reports will be treated as

confidential. A complaint or disclosure about an alleged breach of the code of conduct should be in writing and contain details about the date, time and nature of the alleged breach and include any available supporting material.

Employees to sign code of conduct/ethics/conflict of interest

On taking up office, all employees are required to sign the Employees' Code of Conduct and will be given a copy for their personal reference.

The signing of the conflict of interest declaration form shall be an annual event.

All existing employees who have not signed this code of conduct shall be required to do so within one (1) month from the date of approval by the Board.

Intellectual property

Longhorn Publishers Plc should monitor its property term and its lease. The trademark should be renewed every ten years. The Company should also register its literary works and create a database of its authors and their works to facilitate the enforcement of copyright.

D5. HIV/AIDS POLICY

Longhorn Publishers recognizes that HIV infection and AIDS, the most serious stage of the disease progression resulting from HIV infection, pose significant and delicate issues for the workplace. Accordingly, the following guidelines and principles have been established to serve as the basis for handling employee situations and concerns related to HIV infection and AIDS.

The Company recognizes the threat posed to both the health of employees and the interests of the Company by the Acquired Immune Deficiency Syndrome (AIDS). In so doing, the Company is committed to the promotion of awareness of the condition amongst all employees, and the provision, where reasonably possible, of support and assistance to those who have been infected with the Human Immune-deficiency Virus (HIV).

The Company has therefore identified the following areas where adverse effects may be experienced:

- (i) Recruitment and Training
- (ii) Employee Benefits
- (iii) Absenteeism, attendance and productivity
- (iv) Promotions and Affirmative Action
- (v) Health and Safety

Policy Objectives

Through increasing the awareness of the condition and by promoting a culture, which is empathetic to those living with HIV from the effects of the condition, the Company seeks to achieve the following:

- To protect the rights of all employees living with HIV condition.
- To protect the rights of employees who do not suffer from either AIDS or are living with HIV.

- To limit the effect of the spread of the virus by educating employees to engage in safe sex practices.
- To eliminate unrealistic fears and prejudices relating to the condition and the spread thereof.
- To protect the interests of the Company in limiting the impact of the condition by using ethical and legally defensible means.
- To provide guidelines for staff on the management of the effects of the condition in the workplace.
- To effectively monitor and evaluate the effectiveness of the measures taken to manage the condition and its effects at the workplace.
- To provide guidelines for HIV testing.
- To provide guidelines relating to caring for staff who may be HIV positive.

HIV/AIDS Education and Awareness

The Company endeavours to educate all employees about HIV/ AIDS on a variety of topics and will provide information and educational materials through training, staff meetings and other forms of information dissemination. Managers are encouraged to contact the Head of Human Capital and Administration for assistance in providing employees with information and assistance.

The Company endeavours to inform employees that there is virtually no risk of contracting the Virus through casual contact in the work environment. Notwithstanding this the Company and all employees will take all reasonable precautions to prevent the spread of the disease to others.

Should an employee refuse to work with a colleague who is HIV-positive, the employee will be warned that such conduct is unreasonable and that their conduct may place their own job in jeopardy counselling will be offered to the employee and if the conduct continues then action may be taken in accordance with the Company's Disciplinary Code

The Company also recognizes the need to take appropriate action against an employee who harasses or discriminates against an employee with the HIV/AIDS virus whilst taking action against the employee who is guilty of harassment or discrimination in terms of the Company's Disciplinary Code.

Confidentiality

The Company recognizes the sensitive issues that surround HIV/ AIDS stigma and therefore undertakes to handle matters in a discreet and private manner. Where an employee has revealed their status to management, the Company will keep the status of the person confidential.

D6. DRUGS, ALCOHOL ABUSE

Policy Statement

The organization is an alcohol and drug free zone.

The Company considers alcoholism and drug abuse as health problems. Where possible, the

Company will give any affected employee due assistance to abandon and/or recover from such an addiction.

COVID 19

Longhorn Publishers Plc is committed to formulating and implementing the plans for the Covid-19 preparedness and the Safety, Health and Wellbeing of its employees, stakeholders, contractors and visitors in its premises and business operations.

COVID – 19 is a respiratory illness that can spread from person to person.

Transmission

Human droplets from sneezing and coughing.

Human to surface contact. There is evidence that the virus on surfaces can survive for some time, around 9 days.

Touching an object or surface with the virus on it then touching your mouth, nose or eyes before washing your hands.

Signs and symptoms include coughing, sneezing, running nose, headache, fever, difficulties in breathing.

What is required of employees?

- Wash hands as many times as possible.
- Disinfect your hands where washing is not feasible.
- Avoid touching your face, eyes and mouth.
- While coughing and sneezing, cover nose and mouth e.g. with handkerchiefs or flexed elbow.
- Calm down, don't panic.
- You need to wear a face mask all the time especially if you are around someone exhibiting sign.
- If you display the above symptoms, stay at home and notify your immediate supervisor, self-isolate from family members and seek medical assistance.
- Employees at work displaying symptoms to immediately notify immediate Supervisor and go see a doctor. This also applies to visitors, contractors, suppliers, and customers.
- Employees are subject to National or International travel restrictions, guidelines and advice issued from time to time.
- Employees who have travelled, upon returning from high risk countries / regions MUST quarantine themselves for 14 days.

D7. HARASSMENT IN THE WORKPLACE

Policy Statement

The Company expressly prohibits and will not tolerate any form of discrimination or any form of harassment including sexual harassment based upon race, sex, ethnicity, tribe, clan, political persuasion/ affiliation, marital status, position/rank, economic or financial disparity or class, age, physique or body size, religion, nationality, or disability.

Definitions:

Note: These definitions are only in reference to this policy statement.

Discrimination: Means treating an individual or a group of people worse or better than others based on race, sex, sexual orientation, ethnicity, clan, political persuasion/affiliation, marital status, age, religion, social status, nationality, disability or hierarchical position in the Company. Discrimination includes harassment as defined below.

Harassment: Means any unwelcome comment or behaviour that is offensive, demeaning, humiliating, derogatory, or any other behaviour that fails to respect the dignity of an individual or a group of people. Harassment occurs when an employee or a group of employees must endure a work environment that is hostile, offensive or intimidating to them.

Examples of harassment include:

Verbal harassment

- Derogatory and/or offensive remarks and jokes
- Name-calling and degrading words used to describe an individual or a group of individuals,
- Demeaning and inappropriate comments
- Threats or insinuations that could affect an employee's terms and conditions of employment.

Visual harassment

- Leering and gesturing
- Displaying or distributing offensive objects or pictures, cartoons, posters or magazines,
- Displaying offensive/discriminatory computer screen savers.

Written

- Offensive or threatening remarks in writing (letters, memos, emails, social media etc.)
- Cyber trolling and cyber bullying

Physical

- Actual or threatened physical abuse or conduct.

Sexual Harassment

Sexual Harassment is any unwelcome sexual advances, comments and expressed or implied sexual demands, unwelcome touching, jokes, gesture, or any other communications of sexual nature that causes personal offense.

According to the Sexual Offences Act of 2006, any person, *who is in a position of authority, who persistently makes any sexual advances or requests which he or she knows, or has reasonable grounds to know, are unwelcome, is guilty of the offence of sexual harassment and is liable to imprisonment for at least three years or to a fine of at least 100,000 shillings or both.*

Examples of sexual harassment include, but are not limited to:

- Offering employment or benefits in exchange for expressed or implied sexual favours.
- Threats or implications that an employee's refusal or willingness to submit to sexual advances will affect their terms of employment or growth.
- Initiating or participating in rumour mongering/gossiping of a particular employee or a group of employees that results in sexually oriented character assassination that could lead to tarnishing of an employee's morale, self-esteem and reputation.
- Sexually derogatory remarks and/or graphic verbal commentaries about an individual's body or dress.
- Sexually suggestive or obscene letters, notes, emails or invitations.
- Demeaning or inappropriate comments, name-calling, slurs or jokes.
- Unwelcome sexual advances or propositions.
- Leering, sexual gestures, displaying or distributing sexually suggestive objects or pictures, cartoons, graffiti posters or magazines and displaying offensive or discriminatory screen savers.
- Actual or threatened physical contact or conduct.
- Constant sexual or gender-based activity/comments, which can create a hostile work environment.

Consensual, social relationships in the workplace are not considered sexual harassment. However, this excludes cases where an employee turns down a request for a social relationship and is consistently pressured to positively respond to such social relationship requests. For example, when a fellow Employee says "No" to a social invitation, it should be clearly understood that No means No. The Company discourages supervisors from directly or indirectly supervising an employee with whom they have a romantic relationship.

Reporting Procedure

Any employee who feels that they are being subjected to harassment should take action immediately. This begins with making their disapproval or unease known to the offender immediately.

Every employee has a right and an obligation to report discrimination, sexual harassment or any other form of harassment if they believe that that discrimination or harassment has occurred. The Company encourages reporting of all incidents of harassment, regardless of who the offender may be. The discrimination or harassment may be against the individual or against another employee. Discrimination or harassment should be reported to any one of the following:

1. GMD.
2. Head of HR and Administration.
3. The Employee's immediate supervisor.
4. The whistle blowing hotline.

The report may be verbal or in writing, and should provide details of what happened including dates, location and names of any witnesses. This report will be held in the strictest confidence and will be disclosed on a need-to-know basis. Employees, who believe that they have been or

are currently being harassed, should maintain a record in order to substantiate their allegations. While the Company encourages written notes, please note that in case a lawsuit develops from the reported incident, the notes will not be considered privileged or confidential information during the legal proceedings.

To protect the rights of the employee, in all harassment incidences, the Head of Human Capital and Administration must be informed of any reported harassment incidences even when the employee initially files their complaint with employees outside the HR and Admin Department.

In the case where the Head of HR and Administration may have a conflict of interest, the complaint should be forwarded to the GMD.

Any employee who files a claim of harassment should do so under no duress or pressure from colleagues and should not do so to settle scores or advance their veneered interests. Doing so will be an offense that may attract a disciplinary action.

Reporting Hotline

Toll Free Number: 0800 720 521

Email: longhornpublishers@whistleblowing.co.za International

Fax: +27 31 312 8825

Postal: PO BOX 51006, MUSGRAVE, 4062

WhatsApp Live: +27 71 868 4792

Online: www.whistleblowing.co.za

Whistle Blowers App available in the Google Play Store and Apple iOS Store

Investigation

A confidential, thorough and prompt investigation of every allegation of discrimination or any form of harassment, will be conducted. The investigation may consist of interviews with witnesses and other employees as appropriate, collection of information about the alleged conduct, gathering of documentation, or other procedures as appropriate.

The individual alleged to have violated this policy will have the opportunity to present their views of the events in question. The Company will withhold its determination until the investigation is completed. Within a reasonable period after the investigation is completed, both the complainant and the aggrieved employee will be informed as to the results of the investigation. All records of the investigation will remain confidential.

Investigation Process

The following investigation process will be followed:-

- First, the confirmation of the name and position of the complainant/the aggrieved.
- Second, identify the name and position of the alleged harasser.
- Thoroughly ascertain all facts that explain what happened. Questions should be asked in a non-judgmental manner and the interviewer should keep an open mind.
- Determine frequency and the type of alleged harassment and if possible the dates and locations where the alleged harassment occurred.

- Find out if there were witnesses who observed the alleged harassment.
- Ask the individual how they responded to the alleged harassment.
- Check whether the complainant knows or suspects other people who may have been harassed.

Appeal Process

If any party directly involved in harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit written comments within seven days to the Group Managing Director. The Group Managing Director should communicate the decision reached within the next seven days after receipt of the comments from the dissatisfied party. If the party is still dissatisfied with the decision reached by the GMD, then they can make a written appeal to the Chair of the Nominations and Governance Board Committee (the email can be obtained from the executive secretary Longhorn) within five days of receiving the GMD's decision. The Board shall make the final decision within seven days on receipt of the appeal which shall be communicated to the employee in writing.

Penalties for discrimination

The Company will not tolerate any form of coercion, intimidation, reprisal or retaliation against any employee who reports discrimination, harassment or sexual harassment, provides any information or other assistance in an investigation.

Any employee found to have discriminated, harassed, coerced, intimidated or retaliated against another in violation of this policy will be subject to prompt and appropriate disciplinary action, up to and including termination of employment.

Application

This policy applies to all employees of the Company in all countries of operation, locally recruited staff and expatriates. It also applies to those who are working with the company as consultants, contract workers and casual workers of both long and limited duration as well as customers.

Organizational Disclaimer: The Company accepts no liability for harassment of an employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. The Company will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

D8. MENTAL WELLNESS POLICY

Purpose

Longhorn Publishers Plc recognizes that workplace stress is a health and safety issue and acknowledges the importance of identifying and reducing workplace stressors. This policy will apply to everyone in the company.

Risk Assessment

HODs will consider stress when assessing possible health hazards in the workplace. Where stress is identified as a problem, it will be taken seriously as an organizational issue, and not seen as a personal problem. Individuals will not be made to feel guilty about their stress problems, and will be encouraged to seek support and advice. When assessing risk, HODs will consider all aspects of the job that have the potential to cause stress, including:

- Job content.
- Work organization.
- Management style.
- Training and development.
- Social, environmental, physical and organizational conditions.

The company will identify all workplace stressors and conduct risk assessments to eliminate stress or control the risks from stress. These risk assessments will be regularly reviewed. The company will endeavour to create an environment that promotes mental wellness and reduces stress.

The company will provide confidential counselling for staff affected by stress caused by either work or external factors as a benefit within the medical cover.

SECTION E

TRAINING AND DEVELOPMENT

E1. STAFF TRAINING

Policy Statement

Longhorn Publishers plc regards its employees as its most important asset and is committed to ensuring that all employees are trained to carry out their current jobs and are equipped, in good time, to perform future roles.

The Company shall establish a framework within which staff training and development will be planned and operated to ensure that serving employees have relevant and adequate knowledge, skills and qualifications to undertake and perform their responsibilities efficiently and effectively so as to realize the objectives of the Company.

The responsibility for ensuring that Company Training Policy is followed and is successful lies with HODs and Section Heads whilst the responsibility for providing advice on the most suitable and appropriate forms of training and for the administration of training activities lies with the HR and Administration Department.

Types of Training Programmes

Induction: This is the training offered to a new employees so as to familiarize them with the Company objectives, policies, standards, the job and general terms and conditions of employment.

Self-Development Activities: These include self-directed learning such as online courses, work planning and research.

On the Job Training: These include coaching, mentoring, shadowing, etc.

Online Courses: These will be made available by the organization and accessed through a Learning Management System.

External Training Programmes: These are training programmes offered by external trainers on different subject areas to enhance technical capability or earn Continuous Development Points.

In House Training: These are training programs that shall be conducted by subject matter experts within the organization, for example; Publishing team training the rest of staff on new products.

Training Evaluation

Once an employee is nominated to attend a training program, they will be provided with a Pre Training Form in which they will state their learning objectives and training gaps.

After the training, an employee will be required to fill out a Training Evaluation Form signed by the employee and their supervisor that assesses the effectiveness of the training and whether the learning objectives were met. These forms will be lodged with HR Department one week after the training program ends.

After a period of Three 3 months, the employee's performance will be evaluated to check on the effectiveness of the training.

Academic and Career Development.

An employee will be permitted to join an academic institution of their choice and self-sponsor. The course applied for should be related to their work function.

Professional Membership Fees

The Company shall, on behalf of a staff member, pay membership and subscription fees to two approved Professional Bodies for the current year subscription. If in the opinion of the Company, such membership enhances the professional competence of the staff member and is in the Company's interests. However, the payment of membership fees shall be subject to:

The employee being a member by examination;

- (i) The Professional Associations' Activities being relevant and pertinent to the staff member's duties and responsibilities as well as the Company's objectives.
- (ii) The Association being non anti-government and/or political.

SECTION F

MANAGING PERFORMANCE

F1. PERFORMANCE MANAGEMENT

Performance management statement

Performance Management is the process by which the Company identifies measures, manages and develops the performance of its Human Resources. The purpose is to ensure organizations objectives are aligned to employees' agreed measures, skills, competency requirements and development plans to deliver results for the business.

Performance Management Cycle

Longhorn Publishers plc shall have a performance management cycle that runs throughout the year. The key activities will be:

Performance Contracting (July to August): This will entail coming up with departmental and individual objectives that will guide performance in that financial year. Performance objectives will be cascaded down from the organizational strategy down to HOD's, the Managers and rest of staff. The employee and their supervisor shall sign off the objectives. New employees will be required to contract for performance within the first month of joining the company and will form their basis of probation to be confirmed or not.

Quarterly Performance Appraisals (July to September, October to December, January to March, April to June).

Half Year Performance Appraisal (December to January): This will be an evaluation of performance for the first half of the financial year. This will be used to determine the progress made on the set objectives and major performance gaps that may have arisen. This is a formal performance appraisal and must be documented and signed off on the relevant form.

End Year Performance Appraisal (June): This is an evaluation of performance for the entire financial year. An employee will be graded on their actual performance against the set objectives this will also be used as an opportunity to determine future training needs of the employee. The appraisal will be signed off on the relevant form.

Performance Review

Performance will be reviewed during half and end year appraisals. During the end year appraisal actual performance, will be scored against objectives using a rating scale.

Acceptable performance occurs when an employee fully meets all performance requirements as set out during performance contracting. Any performance deemed to be above acceptable performance would be recognized and duly rewarded.

When an employee does not fully meet all performance requirements as set out during performance contracting, their rating will be below performance acceptable levels and they will be subjected to the process of Managing Poor Performance.

F2. MANAGING POOR PERFORMANCE

This procedure is aimed at improving the standard of performance throughout the organization. It is designed to be a constructive and positive activity whilst setting out a formal framework allowing the line manager to take formal steps where informal action to improve performance has not been successful.

The procedure is used where concerns are raised about an employee in one or both of the following areas:

- The standard of the employee's performance is below the requirements of their job.
- The employee behaviour is inconsistent with the Company values.

Before commencing formal action under this policy, the Line Manager should always consider what informal action might be appropriate immediately the poor performance or non-performance is detected. Informal discussions and counselling, including any structured action planning can often resolve problems at an early stage and prevent the need for formal action.

Records from discussions about performance standards, including timelines and objectives should be made and a copy provided to the employee.

Poor Performance Management Process Arising from Performance Appraisal

Once an employee's performance rating is below acceptable performance levels, the Formal Poor Performance Management process will be implemented. The employee will be provided with a Performance Improvement Plan (PIP) for three 3 months. If the performance does not improve to meet performance acceptable levels then the PIP can be extended for a further three 3 months. The PIP will contain:-

- Performance gaps identified during the performance period.
- Specific actions to address the identified gaps.
- How the actions will be measured.
- Exact timelines when the specific deliverables should be achieved. The PIP will be handed in with the End of Year Performance Appraisal.

Poor Performance Management Process Arising from Non-Performance

During the Performance Cycle an employee may demonstrate poor performance outside the stipulated performance evaluation events. Instances may include but are not limited to marked decline in employee's performance, non-adherence to the company values, increase customer complaints about an employee, insubordination, sabotage, loss occasioned by employee negligence. If this continues then disciplinary action will be taken against the employee.

Reporting Underperformance or Non-Performance

Under performance is where an individual meets a low proportion of the performance criteria for the role. This is considered a performance risk and must be immediately addressed as part of ongoing Performance Development Process.

The employee will be informed by their supervisor of their under-performance and non-performance and the potential consequences of not improving. The employee will then be allowed a period of one 1 month to correct the performance/behaviour.

If an employee's performance, despite support offered, still does not reach the required minimum standard, the manager will invoke the Formal Poor Performance Management Process. The manager will report the incident to HR in writing and provide evidence that prior notification had been made to the employee and the actions the manager took to support the employee in improving.

Notification of the employee.

Once the manager reports the under-performance and non-performance and provides evidence of notification and support to the employee the HR department will determine whether to institute the Poor Performance Management Process or not.

Where it is deemed that the employee is not meeting required performance standards and the Poor Performance Management Process will be instituted, the employee will be informed in writing of such decision. The employee will be issued with a letter indicating the performance gaps and the intention to institute the Formal Poor Performance Management Process.

The letter will also call for a discussion on performance improvement by the employee, their supervisor and a HR representative.

Performance Hearing

During this meeting, the employee performance gaps and the manager's interventions will be reviewed. The intention of this meeting is to ensure that the employee is aware of their performance requirements and where they fell short meeting the requirements. The HR representative will ensure that a record of the meeting is captured and all members sign off on it.

- After the meeting the employee and the supervisor will come up with a PIP that will contain
- Performance gaps identified during the performance period.
- Specific actions to address the identified gaps.
- How the actions will be measured.
- Exact timelines when the specific deliverables should be achieved.

The period of the PIP is three 3 months. Both the employee and the supervisor will sign off on the PIP and a copy will be lodged with the HR department. Monthly meetings will be held to review the employee's progress and must be documented and signed off on.

In an event the employee does not sign off the PIP documents, the employee and supervisor can escalate to the next level for an agreement to be reached.

Review and Closure

After the lapse of the PIP period the employee, supervisor and a HR representative will meet to review the employee's progress. If the employee has fully met all the requirements as stated in the PIP, they will be informed of its lapse in writing. If the employee has not fully met all

the performance requirements then the PIP can be extended by a further three 3 months or even exited if there is no attempted improvement. If performance does not improve after the extension the employee will be terminated on grounds of non- performance.

Appeals

If at any point of the Poor Performance Management Process, any party feels aggrieved, they may express their grievance in writing to a HR representative. An employee may also appeal the result of their PIP review.

Performance Management Committee

Performance Management Moderation Process reviews the spread of performance ratings on individuals and departments and looks for apparent abnormalities or inconsistencies in ratings in comparison to company performance. When abnormalities are identified, a justification for such ratings should be provided or an adjustment will be made. This process is carried out by the Performance Management Committee, which is constituted of HOD's and representatives from all departments.

SECTION G

EMPLOYEE DISCIPLINE, GRIEVANCES AND CESSATION OF EMPLOYMENT

G1. DISCIPLINARY PROCEDURES

Introduction

Every employee shall abide by the set rules and regulations of the company. Any employee who fails to do so willingly, either by neglect or by acts of omission shall be guilty of misconduct and subject to disciplinary action. The human resource department shall have overall responsibility for staff discipline by ensuring that relevant codes of conduct are formulated, disseminated and applied fairly and consistently throughout the organization. Furthermore, all employees shall, at all times, conduct themselves in a manner befitting the company's image. Individual behaviour must be designed to benefit the interests, well-being and positive image of the company. To ensure fair treatment of Employees who become liable to disciplinary action, and to institute discipline in the workplace and to correct unacceptable behaviour, the following rules and procedures shall apply:-

Policy Objective

Fairness

Any procedure involved in terminating an individual's employment must be observed to ensure fairness. In this regard therefore:

No Employee will be dismissed for a minor misconduct or for a first breach of discipline other than for those classified as gross misconduct.

No Employee shall be dismissed unless all circumstances to the case in question have been carefully considered and discussed by Management and the Disciplinary Committee hereinafter defined.

Constitution of the Disciplinary Committee

The Disciplinary Committee comprising the following will handle all disciplinary matters that cannot be handled by the HOD:

- Chairman/ Directors – GMD or appointed representative, and
- Head of HR & Admin – Convener/Secretary, and
- The affected departmental HOD,
- Employee Relations Officer.

The affected HOD, however, will not be part of decision-making. Cases involving the HOD or GMD will be referred to the Board.

Principles governing disciplinary cases

The Company believes that the following principles should govern the manner in which disciplinary cases are handled:

- The Employee must know the exact nature of the accusation against them.
- The Employee must be given an opportunity to state their case.
- The disciplinary authority must act in good faith.
- There should be a right of appeal to higher authority open to Employees.
- Disciplinary action will be dealt with expeditiously.
- If the GMD and HOD's cannot handle this especially if it is a sensitive matter this will be escalated to the Board of Directors.

Categories of Disciplinary Matters Misconduct

An employee who commits an offence whose seriousness does not warrant dismissal

or termination of services shall be served with a warning. The departmental manager shall report the offence to the human resource department who will issue an appropriate written warning after a critical examination of the employee's disciplinary record. The warning will serve as a cautionary letter and will point out the employee's weakness and advice on possible future action for continued offences. An employee will be served with a first warning and a final one after which if another offence is committed termination or dismissal proceedings shall be instituted. These will be offences committed within a period of 12 consecutive months.

The following shall be considered as misconduct:-

- Smoking within company precincts.
- Holding non-company related meetings within the office premises.
- Absenteeism.
- Truancy.
- Failure to clock in and out.

- Failure to submit sick-off certificate within twenty four (24) hours.
- Abuse of office and misuse of company assets and resources.
- Failure to account for imprest or travel advance within seventy two (72) hours.

Any other offences that the company may stipulate and communicate to employees through staff circulars or any other circulars that may be issued by the government from time to time.

Gross Misconduct

Gross misconduct constitutes any serious breach of the Company rules, regulations, and expected behaviour both inside and outside of the Company premises. This may include, but is not exclusive to the list below:-

- Persistent unexplained absenteeism from the place of work
- Theft, fraud and any form of dishonesty in relation to Company property
- Insubordination or failure to obey any lawful order of which was their duty to obey
- Neglects to perform any work, which is their duty to perform. Careless or improper work performance
- Behaviour likely to offend other employees, customers, or the general public
- Coming to work under the influence of any intoxicating drugs or alcohol.

G2. EMPLOYEE GRIEVANCES PROCEDURES

It is of primary concern to Longhorn Publishers Plc that employees feel that they have been treated fairly and equitably. All employees will be given a fair hearing by the immediate supervisor or manager concerning any grievance that they may wish to raise. In the interest of maintaining an agreeable, harmonious working environment for all, it is advisable that matters giving rise to grievances be addressed informally as far as possible. If the initial informal approach to discuss the matter by an employee with their immediate manager fails to produce a satisfactory solution, then a formal procedure may be followed to attempt to resolve the grievance.

This would include the following steps:-

- Should a matter of significance to the employee be incapable of resolution through the informal approach, and then the grievance should be brought to the attention of the immediate Supervisor in the form of a written note of grievance.
- The Supervisor, on receipt of the notification of grievance from an employee, will make efforts to identify the exact nature and cause of the grievance, and take appropriate action to remedy the matter if it is within their ability to do so.
- The Supervisor may arrange a meeting with the employee for discussion and further information on the circumstances giving rise to the grievance. A written reply to a note of grievance should be given to the employee within five (5) working days of receipt of such a note, outlining the Supervisor's findings and any action taken, with a copy to the respective Head of Human Capital.
- If a satisfactory resolution cannot be achieved with the immediate supervisor, the staff member should discuss the matter with the head of department, or Head of Human Capital and Administration.

Outcomes of a Disciplinary Process

The conclusion of a disciplinary process could result in any of the following actions:-

- Warning.
- Suspension.
- Surcharge.
- Termination.
- Summary dismissal.

Misconduct Likely To Involve Criminal Proceedings

Where an Employee is suspected to have committed misconduct that may also involve criminal proceedings, the Company shall carry out an independent investigation into the circumstances of the misconduct, obtain written statement from the employee, and having regard to all the reports, and the employee's record of service shall take appropriate disciplinary action. Where the investigations reveal sufficient grounds to warrant dismissal, action will be taken to dismiss the employee summarily.

Thereafter, the Company may report the matter to the police for criminal investigations. In stating the misconduct for which disciplinary action is taken, the Company shall not use incriminating terminology.

Appeal Procedure

An employee against whom disciplinary action has been taken shall have the right to appeal against such action to the Supervisor or Head of Human Capital & Administration. The employee must be advised of this right at the time when the disciplinary action is communicated to him.

General conditions

An employee who wishes to appeal against disciplinary action shall be required to do so within 48 hours of receiving the disciplinary action;

All appeals shall be made in writing, shall specify the grounds for such appeal and be accompanied by a copy of the disciplinary letter, for instance, the warning letter of termination.

The Employee receiving the appeal shall acknowledge receipt of appeal in writing within 48 hours.

Only one appeal will be allowed in respect of one disciplinary action.

The decision on the appeal shall be communicated to the Employee in writing within 14 working days of receipt of the written appeal. If the matter is not concluded within 14 days the Employee shall be given notification of the delay for a further 30 days within which the matter shall have been concluded.

The aggrieved employee is entitled to be accompanied by a colleague or any other witness of choice.

G3. CESSATION OF EMPLOYMENT

Cessation of employment shall include employees leaving the company through either resignation, retirement, redundancy or dismissal. This will also include any other form of termination. In all cases, the company shall ensure equity.

Termination

An employee who commits an offence may have their services terminated. If the offence committed warrants an investigation, the head of department shall formally report the matter to the human resource department. After approval, the employee may be suspended to allow unhindered investigations to be carried out. During this period, the HR department, the Audit department and/or the Police shall undertake full investigations into the offence.

An employee who shall absent themselves from duty for seven (7) consecutive working days without permission will be deemed to have left employment and will not be allowed to return to their work place except where he produces acceptable explanation in writing from a recognized authority that such absence was warranted.

Offences will be investigated before the level of seriousness is determined. Employees guilty of offences not serious enough to attract a summary dismissal yet too serious for a mere warning, shall be subject to termination of employment.

An employee whose services are terminated shall be eligible for payment of all terminal benefits as follows: -

- Any outstanding leave days.
- Days worked up to date of termination.
- Own and Company contribution (where applicable) to the pension scheme.
- Notice or payment in lieu of termination.

Any act of misconduct as to be tantamount to gross misconduct on the part of the employee will lead to a summary dismissal. An employee who is summarily dismissed shall lose terminal benefits, but shall be paid the following:-

- Days worked up to the date of cessation of employment
- Any leave due up to date of cessation of employment
- Own contribution to Staff Pension Fund.

If an employee is summarily dismissed after completing less than 3 years in pensionable services he shall not be entitled to a refund of employer contributions. However, if the exit of the member is because of redundancy then he is entitled to both own and employer contributions.

Resignation

An employee wishing to resign from the service of the company shall serve the company with appropriate notice of the intention to do so or pay appropriate money in lieu. Notice of resignation should be addressed to the head of human resources department, through the employee's head of department who will forward it with their comments. On accepting the notice, the head of human resources department shall inform the employee of their dues in writing and request the Finance department to make such payments.

Retirement

An employee may retire from the service of the company when:-

- They attain the mandatory retirement age, which is 60 years.
- Their health renders them incapable of continued employment.
- Their job becomes redundant / superfluous.

Retirement on age grounds

An employee who attains the age of 60 years shall be retired by the Company. In all cases, the age acceptable for retirement purposes shall be that reflected in the employee's file on first appointment, their national identity card or NSSF records. In this case, the employee will only be entitled to the following:-

- Any outstanding leave days.
- Days worked up to date of retirement.
- Own and Company contribution to the Pension Fund.

Retirement on medical grounds

An employee shall be retired on medical grounds when their health has constantly deteriorated as to render him incapable of proper performance of their duties as certified by a company recognized medical officer. In this case, the employee will only be entitled to the following:-

- Any outstanding leave days.
- Days worked up to date of retirement.
- Own and Company contribution to the Pension Fund.

Retirement when a job becomes redundant / superfluous.

An employee whose job is declared superfluous by abolition of office or responsibility shall be declared redundant and shall be served with appropriate notice to cease employment. All terminal benefits shall be paid to redundant employees together with a severance pay. The employee will only be entitled to the following:-

- Severance pay at a rate subject to the law and in accordance with the existing redundancy rules as approved by the Nomination, Governance and HR committee.
- Notice or payment in lieu of redundancy.
- Any outstanding leave days.
- Days worked up to date of redundancy.
- Own and Company contribution to the Pension Fund.

Voluntary Retirement

The obligatory retirement age is 60 Years; however, a member of staff may opt to retire voluntarily at the age of 55 years. In this case the employee will be entitled to the following:

- Any outstanding leave days.
- Days worked up to date of retirement.
- Own and Company contribution to the provident fund

Termination by Death

Where an employee's service is terminated by death, appropriate terminal benefits shall be paid to their estate. Such payment shall be subject to all statutory and other necessary deductions. The company shall provide the death benefits as stated. Additionally, the employee's next of kin will be entitled to the following:-

- Death benefits under the Group Life Cover.
- Death benefits under Group Personal Accident cover (Depending on mode of death).
- Days worked up to date of death.
- Refund of Own and Company contribution to the Pension Fund.

Exit Interviews

All employees will be expected to attend exit interviews prior to leaving the company. The interview will be used primarily as a problem-solving tool to reveal what steps the company can take to prevent further loss of employees. It will seek to provide information on how to correct causes of discontentment and reduce the employee turnover. The exit interview for a person leaving involuntarily will seek to determine what went wrong in the course of an employee's employment. This interview will in all cases seek to provide a sense of closure for the person leaving and help with the transition to what comes next.

Certification of Service

When an employee leaves the Company, a certificate of service will be issued as required by law. A testimonial or confidential reference may be issued at the request of an Employee or a prospective employer, but will be issued at the discretion of the Company.

The handing over requirements

A staff member who is leaving their office on account of a transfer, promotion or retirement shall be required to hand-over, in a proper manner. The staff member shall be expected to hand over to the individual who is to take over from him or to their Head of Department/ Immediate manager as appropriate.

The handing over process shall be authenticated by a comprehensive hand-over report, which shall be signed by both the officer handing over and the one taking over. A copy of such report shall be submitted to the Head of Department or the Group Managing Director as the case may be.

Surrender of Company Property

An Employee leaving the Company will be required to return all the property of the Company that may be in their custody.

If any article is missing or has been damaged by improper use, the Company shall recover the value of such article or the cost of the repair of such damage from the Employee by deduction from their terminal dues or otherwise.

EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge that I have received and read and understood the Longhorn Policy Manual, March 2021 edition, and I will act in accordance with the policies and procedures therein as a condition of my employment with Longhorn Publishers PLC.

Employee Name:.....

Employee Signature:.....

Date:.....

Witness Name:.....

Witness Signature:.....

Date:.....

