



# **GWANI SOFTWARE**

## **COMPANY RESOLUTIONS**

Company's  
Uniform

1. Any staff of Gwani Software Nigeria Limited (henceforth be referred to as 'the company') shall wear a white lab coat and fix the company's ID Card on the left hand pocket throughout the activities of the company.

1<sup>st</sup> Muharram, 1426.

Company's  
Cashier

2. There shall be a cashier of the company who may be nominated by the management of the company and shall:
  - (a) receive payment for any service or goods made to the company
  - (b) operate account of the company as he may directed by the president
  - (c) pay staff remuneration
  - (d) pay department budgetary allocation as may be directed by the president.

13<sup>th</sup> Muharram 1426.

Commission

3. (1) A commission of  $\frac{1}{5}$  of cost of customer project executed in sale department shall be given to the staff who executed such project.  
(2) A Commission of  $\frac{1}{5}$  of cost hardware repair in engineering department shall be given to the staff who repaired such hardware.  
(3) A commission of  $\frac{1}{5}$  of net profit from sale of done computer system from engineering department shall be given to staff of the department collectively.  
(4) A commission of  $\frac{1}{5}$  of cost of special software design and installation by research department shall be given to the team that developed such software.  
(5) A commission  $\frac{1}{5}$  of net profit from sale of non-special software design by research department shall be given to staff of the department collectively.  
(6) A commission of  $\frac{1}{5}$  of registration fee in training department shall be given to the staff who instruct the course registered and marked its examination.

Bonuses

4. (1) Whenever the annual return from the company investment is greater than Thirty-Nine Thousand Naira (N39, 000)  $\frac{1}{4}$  of it shall be given to the president, head of department and cashier collectively and such amount shall thereafter be shared between them equally.
- (2) notwithstanding any provision of this section whenever the annual return from the company investment is greater than Seventy-Nine Thousand Naira (N79, 000),  $\frac{1}{4}$  of it shall be deducted and disburse as follows:
- a.  $\frac{1}{2}$  of such deducted amount shall be given to the president, heads of departments and cashier collectively, and such amount shall thereafter be shared between them equally.
  - b.  $\frac{1}{2}$  of such deducted amount shall be given to any staff of the company, excluding those listed in a. collectively; an such amount shall thereafter be shared between them equally.

Donations

5. Whenever the annual net profit of the company is greater than One Hundred and Ninety-Nine Thousand Naira (N199, 000),  $\frac{1}{10}$  of it shall be given as a charitable donation to any orphanage the management of the company may so specify.

Loan Transaction

6. (1) No any service shall commence until the customer has deposited a least of 75% of the cost of such service with the cashier.
- (2) Any product or service to be done or given as loan by the company to any of its customer, such customer shall have purchase debtors & creditors card and shall have a referee from staff of the company.
- (3) Any loan given to customer shall be refunded in a most of three months from the day of giving the such loan and if this period expires and the loan is not paid, then in seven days thereafter the referee shall pay such loan.

Trademarks & Badge

7. (1) The badge of training department shall be a shield with a computer inserted in the centre, and 'Gwani Software' written on top and 'training department'

written on the bottom, a ribbon with inscription 'Knowledge & Expertise' under it.

(2) The trademark of cloned systems by Engineering department shall be an ellipse and inside it the company's logo, two lines and 'cloned system' be inscribed.

(3) The following trademarks shall be used by Research department as indicated below:

(a) Crescent and five pointed star for Islamic software,

(b) Company's logo for expert system,

(c) 'Demo' for demo software,

(d) 'Kurwa' for general software,

(e) Customer's logo for customer's special software.

9<sup>th</sup> Jimad Ula, 1426.

Goals

8. (1) The goal of Research department shall be to dominate the expert system software market at the global level.

(2) The goal of Engineering department shall be to develop microprocessor (chip).

(3) The goal of training department shall be to give its trainees computer literacy training that will be useful in the discipline of the trainees.

(4) The goal of sales department shall be to ensure that products and services of the company are the best in

(a) Bauchi local government in phase I,

(b) Bauchi State, in phase II,

(c) Nigeria, in phase III, and

(d) The globe in phase IV.

9<sup>th</sup> Jimad Ula, 1426.

Bad debts

9. Any customer that fails to refund what he is owing the company on a date he is supposed to have refunded it, shall be proscribed from any loan transaction with the company.

18<sup>th</sup> Jimada Ula, 1426.

10. A roster of staff shall be prepared by the president, on which there shall be a staff to open the company's premises from 8:00 am to 4:00 pm and attend to affairs of that day on behalf of the management.

12<sup>th</sup> Rajab, 1426.

Banker

11. The banker of the company may be United Bank for Africa Nigeria plc.

6<sup>th</sup> Jimada Akhir, 1426.

Contingency  
Fund

12. Five percent (5%) of annual income of the company shall be deposited in a contingency account annually.

6<sup>th</sup> Jimada Akhir, 1426.

Investment

13. Twenty percent (20%) of annual income of the company shall be collected and used in buying shares for the company as a means of investment.

6<sup>th</sup> Jimada Akhir, 1426.

Allowances

14. The following allowances shall be in use anywhere in the company, as the amount may be fixed by the management:

- a. Ramadan Allowance,
- b. Leave grant
- c. Christmas Allowance,
- d. Communication Allowance,
- e. Research Allowance

26<sup>th</sup> Ramadan, 1428.

Mil & Meg

15. The unit Mil meaning Million of Bytes and Meg meaning Mega Bytes and stands at 1, 048, 576 Bytes shall be adopted as units of measurement for hard disk drives.

26<sup>th</sup> Ramadan, 1428.

Allowances II

16. The following allowances shall be in use in any of the company's project involving the listed personnels:

- a. Third Party 24% of net profit,
- b. Consultant 36% of Net profit, and
- c. Ad-Hoc Staff 16% of Net Profit.

Anywhere in this section, ‘**Third party**’ may be any person or group of persons or corporate body that have assisted in one way or the other toward a project to be given to the company.

‘**Consultant**’ may be any person, group of persons or corporate body that specialised in a job and such job is needed by the company and therefore the company engage his service in its project after appointing him as a consultant regarding such job.

‘**ad-hoc staff**’ is any person who is semi-skilled in a job and the company appointed him as ad-hoc staff, train him and engage his service in any of its project that required such job.

30<sup>th</sup> Shawwal, 1428.

Mission

17.The Mission of the company shall be “To nurture IT professionalism, expertise and achievements in our respective trainees, customers and clients anywhere in the globe”.

25<sup>th</sup> Rabi’ul Thani, 1429.

Vision

18.The vision of Gwani Software shall be, “Creating wealth through IT engagements which will bring about economic development and stability to the respective members of the company, employees and the nation at large”.

Goals

19.The goals of Gwani Software shall be:

- a. To become one of the global software giants, developing sophisticated expert systems.
- b. To become one of the manufacturers of microprocessor and other hardware in Nigeria.
- c. To be one of the leading computer schools in Bauchi, the nation and the globe.
- d. To give our esteem customers satisfaction in our products and services.

25<sup>th</sup> Rabi’ul Thani, 1429.

Special  
training  
discount

20.Each staff of the company is entitled to bring three people for training free annually to training department and there shall not be a class of free trainees only in the company.

28<sup>th</sup> Jimada Ula, 1429.

Travelling allowance

21. There shall be travelling allowance per day and travelling allowance per night to be given to any staff on official duty outside his home town.

28<sup>th</sup> Jimada Ula, 1429.

Abolishment of communication allowance

22. Resolution 14 is hereby amended as follows; “communication allowance is hereby abolished and strikes out”.

21<sup>st</sup> Muharram, 1430.

Abolishment of resolution 13

23. Resolution 13 is hereby abolished.

21<sup>st</sup> Muharram, 1430.

Amendment of Resolution 14

24. Resolution 14 is hereby supplemented to include the followings:

- e. Hardship Allowance:- which shall be given on quarterly basis to any staff who
  - i. Has been found not to absent himself for more than 60 days in the previous year from the company’s duties.
  - ii. Has been found to have totally committed himself to the progress of the company.
  - iii. Has been found to have scored the majority’s of the votes of his department in any staff of the year questionnaire casted in any year other than the current year in question.
- f. Welfare allowance which shall be given to any staff to assist in the following areas:

21<sup>st</sup> Muharram, 1430.

Memorandum & article of association

25. The memorandum and article of association of the company as attached in appendix A shall come into operation.

21<sup>st</sup> Muharram, 1430.

Refund of staff exam voucher

26. The company shall pay back registration fee of any of its permanent staff who has sat and passed any professional international certification relevant to any service of the company.

8<sup>th</sup> Shawwal, 1430.

Health welfare  
scheme

27.(1) The company shall financially sponsor the medical bill for treatment of of any of its staff that sustains injury during field work, project or assignment of the company, until he recovers or is certified to be healthy.

(2) There shall be a health welfare scheme under the director finance, where any staff that is interested may have a refund of 25% of his medical bill and a most of one member of his family, for any sickness ha may fall into; however and ad-hoc staff will not be paid his medical allowances while permanent staff shall pay five hundred Naira monthly.

8<sup>th</sup> Shawwal, 1430.

Operational  
Hour

28.The operational hour of the company shall be from 8 am to 10 pm daily.

12<sup>th</sup> Dhul Qa'adah, 1430.

Amendment  
of resolution  
14

29.Resolution 14 (a), (b) and (c) shall be amended to only be applicable to permanent staff that has at least 60% attendance in the activities of the company at the time of giving the allowance.

14<sup>th</sup> Muharram, 1432.

Amendment  
of resolution  
11

30.Resolution 11 shall be amended to include the following phrase, "*And any other bank as may be decided by the management*".

14<sup>th</sup> Muharram, 1432.

Disbursement  
of  
contingency  
account

31.Resolution 12 shall be amended to include the following phrase, "*Money may only be withdrawn from the account as a loan base on the consent of members of the company and whenever such amount is refunded members of the company shall be informed*".

14<sup>th</sup> Muharram, 1432.

Amendment  
of resolution  
16

32.Resolution 16 shall be amended to include the phrase, "*Third party fee shall be applicable on the net profit of any service or product having such profit greater than nineteen thousand nine hundred and ninety-nine Naira (N19, 999)*". And "*labour charge shall be replaced with "net profit"*".

14<sup>th</sup> Muharram, 1432.

Sms terms &  
conditions

33.The company's sms service terms and conditions is hereby enforced as stated in appendix B.

18<sup>th</sup> Muharram, 1432

Permanent site	34. The Plan as shown in appendix C shall be the proposed permanent structure of Gwani Software building. <span style="float: right; color: red;">18<sup>th</sup> Muharram, 1432.</span>
Investment Account	35. There shall be an account to be managed by sales department which shall be funded by levy of 5% on annual income of the company and shall be invested in non ICT business with “ <b>minimum risk</b> ”. <span style="float: right; color: red;">11<sup>th</sup> Shawwal, 1432.</span>
Relief Allowance	36. There shall be relief allowance in the company which may be given to any staff who was afflicted with any disaster in a year; permanent staff may be given ne thousand Naira and Ad-hoc staff may be given Five hundred Naira. <span style="float: right; color: red;">11<sup>th</sup> Shawwal, 1432.</span>
Payment Method	37. The acceptable means of payment for any good or service of the company shall be any of: <ul style="list-style-type: none"> <li>a. Wired Transfer,</li> <li>b. Post-Dated Cheque issued in the name of the company,</li> <li>c. Cash On Delivery (COD),</li> <li>d. Cash payment to the director finance.</li> <li>e. Bank draft issued in honour of “Gwani Software”.</li> <li>f. Postal/Money order issued in honour of “Gwani Software”</li> </ul> <span style="float: right; color: red;">11<sup>th</sup> Shawwal, 1432.</span>
Delivery through marketer	38. Goods of the company may be delivered to customers through the company’s marketer after the marketer has deposited an amount equal to the worth of the good with the company; the amount shall be forfeited when the good is lost or damage before delivery and the amount shall be refunded back to the marketer if the good is safely delivered to the customer. <span style="float: right; color: red;">11<sup>th</sup> Shawwal, 1432.</span>
Demurrage Levy	39. Any system that is kept with the company for repair and maintenance, for any additional day it stayed with the company after it has been repaired shall be levied demurrage charge of twenty Naira per day for laptop and handheld devices and ten Naira per day for desktop; with effect after 9 <sup>th</sup> September, 2011. <span style="float: right; color: red;">11<sup>th</sup> Shawwal, 1432.</span>



- Supervisors article 40. The provision of supervisors of sales and engineering department article as shown in appendix D shall come into operation after 9<sup>th</sup> September 2011. 11<sup>th</sup> Shawwal, 1432.
- Education Ethics Article 41. The provision of Education Ethics Article as shown in appendix E shall come into operation after 9<sup>th</sup> September, 2011. 11<sup>th</sup> Shawwal, 1432.
- Director liability to risk 42. Any director of the company that fails to perform his jobs as director and resulting from this another paid staff was recruited to do the job of the former, then any payment made to such staff shall be deducted from the director's dividend or bonus shares as the case may be, forecasted that year. 3<sup>rd</sup> Jimada Akhir, 1434.
- Operational staff liability to risk 43. Any paid staff of the company that absent himself from any of his official assignment for a complete day without a genuine reason approved by a least of two Administrative officers, shall have an amount of money equivalent to the day of absence deducted from his remuneration. 3<sup>rd</sup> Jimada Akhir, 1434.
- Voluntary termination of appointment 44. Absence from duty by an operational staff for a least of fifteen days without genuine excuses accepted by least of two administrative officers, shall cause dismissal of such staff or termination of his appointment. 3<sup>rd</sup> Jimada Akhir, 1434.
- Leaking trade secret 45. Any staff of the company that leaks trade secret of the company to another competitor shall be suspended from work for a least of two month or expelled from the company or both. 3<sup>rd</sup> Jimada Akhir, 1434.
- Theft of company's belonging 46. Any staff of the company who steals, aided stealing or conspired to steal any belonging of the company shall have his appointment with the company terminated and rusticated for being a staff of the company for a least period of six months. 3<sup>rd</sup> Jimada Akhir, 1434.
- Insurance cover 47. Any operation, transaction or service of the company where risk is clearly foreseen shall not be executed until:
  - a. an insurance cover is provided or
  - b. the officer in charge signed an indemnity agreement with the company.
3<sup>rd</sup> Jimada Akhir, 1434.

- Shortage of money 48. Any shortage of money discovered in any transaction, the shortage amount shall be deducted from the wage or allowance of the staff assigned to ensure no shortage of the money occur, in a most of six consecutive months.  
**3<sup>rd</sup> Jimada Akhir, 1434.**
- Inevitable loss 49. The management shall regularly sit and enforce security policies over the company and whenever an unavoidable loss occurs then the amount loss shall be deducted from the dividend or bonus shares to be forecasted that year.  
**3<sup>rd</sup> Jimada Akhir, 1434.**
- Payment to supplier 50. Any payment to be done by the company to any supplier or vendor shall be by cheque issue in the name of the supplier or vendor and where such provision cannot be implemented, least of two administrative officers shall approve the alternative payment method first before an alternative method of payment may be use.  
**3<sup>rd</sup> Jimada Akhir, 1434.**
- Marketing Joint 51. Any director of the company shall annually deliver a least of two lectures on any good or service of the company to marketers of the company in an event to be known as **marketing joint**; and shall pay a fine not less than one thousand Naira for failure to deliver one of such lectures.  
**3<sup>rd</sup> Jimada Akhir, 1434.**
- Leave grant and seasonal Allowances 52. Resolution 29 is hereby abolished and resolution 14 (a), (b) and (c) is supplemented to have *“These allowances shall be given to administrative and operational staff that are active in the activities of the company, in a day to be fixed by the Director Finance.”*  
**7<sup>th</sup> Muharram, 1435**
- Abolishment of resolution 16.(a) and 32 53. Resolution 16.(a) and 32 shall be abolished.  
**7<sup>th</sup> Muharram, 1435**
- Third Party Fee 54. There shall be an allowance to be referred to as Third Party Fee (TPF) which shall be 20% of Net Profit realised from the sale of any good or services of the company, in which the Net Profit is above Nineteen Thousand Nine Hundred and Ninety-Nine Naira (₦19,999), and 15% of it shall be given to the marketer responsible for sale of such good or service; while 5% of it shall be used in providing foods or drinks to attendees in any Marketing Joint.  
**7<sup>th</sup> Muharram, 1435**
- Stakeholders meeting 55. There shall be a technical meeting in the company which shall be addressed as “Stakeholders Meeting” and shall try to addressed issue of  
a. Loss or Profit of the company,

- b. Bringing out a new product or service of the company,
- c. Dilapidation of product or service of the company,
- d. Litigation for or against the company,
- e. Potential risk to the company, or
- f. Resolving crisis between staff and customers of the company.

8<sup>th</sup> Muharram 1436.

Absent from  
stakeholders  
meeting

56. Any invitee to stakeholders meeting that absent himself from the meeting without a genuine reason approved by  $\frac{2}{3}$  in written by other invitees; shall

- a. Pay a fine of Two Thousand Naira if he is a shareholder of the company,
- b. Pay a fine of One Thousand Naira, if he is not a shareholder of the company.

8<sup>th</sup> Muharram 1436.

Convening  
Stakeholders  
meeting

57. Stakeholders Meeting may be convened by any director by sending sms to invitees not less than 48 hours to the meeting commencement.

8<sup>th</sup> Muharram 1436.

**Appendix A**  
**Memorandum & Article of Association**

**CERTIFICATE NO 023797**

**THE FEDERAL REPUBLIC OF NIGERIA**  
**COMPANIES AND ALLIED MATTERS DECREE, 1990**  
**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**  
**AND**  
**ARTICLE OF ASSOCIATION**  
**OF**  
**GWANI SOFTWARE LIMITED**





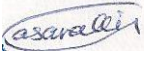

Incorporated this Twenty-Sixth day of November 2010

THE FEDERAL REPUBLIC OF NIGERIA  
*COMPANIES AND ALLIED MATTERS ACT, 1990*  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
OF  
GWANI SOFTWARE LIMITED

1. The name of the Company is **GWANI SOFTWARE LIMITED**
2. The registered office of the Company will be situated at No.2 behind Non Academic Staff Union Office, Railway Road, Bauchi, Bauchi State of Nigeria or as the members of the company may so specify in Nigeria.
3. The objects for which the Company is established are:
  - (a) Manufacturing and marketing of computer hardware and mobile phones,
  - (b) Design and marketing of software,
  - (c) Running of computer training classes,
  - (d) Rendering of computer related services and
  - (e) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.
4. The Company is a Private Company.
5. The liability of the members is limited by shares.
6. The share capital of the Company is ~~N~~999, 000.00 divided into 333,000 ordinary share of ~~N~~3.00 each.

**We**, the several persons whose names and addresses are subscribed are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names:

NO.	NAME	ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NO OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE
1.	ABUBAKAR MUHAMMAD	NO. 2, BEHIND NASU OFFICE, RAILWAY ROAD, BAUCHI, BAUCHI STATE.	46, 406	
2.	MUSA SAFIYANU ADAM	NO 45, ABDU ZANGA WAY, KEFFI, NASARAWA STATE	11, 694	
3.	AUWAL DAUDA KURAWA	NO.10 JAHUN, BAUCHI, BAUCHI STATE.	5, 390	
4.	MUHAMMAD ALHAJI IDRIS DANBABA	NO. 15, BESIDE AMINCHI RESTAURANT, RAILWAY ROAD, BAUCHI, BAUCHI STATE.	19, 490	
5.	AL-AMEEN ABUBAKAR SARAHI	NO.120, UNGUWAR HARDO, BAUCHI, BAUCHI STATE.	6, 432	
6.	RALIYA UMAR ALKALERI	NO. 62, BAKARO STREET, BAUCHI, BAUCHI STATE.	11, 694	

DATED THIS 23<sup>RD</sup> DAY OF OCTOBER 2010

WITNESS TO THE ABOVE SIGNATURE:

NAME: NUHU IBRAHIM NUHU

ADDRESS: NO. 4, TUDUN SALMANU, BAUCHI, BAUCHI STATE.

OCCUPATION: CIVIL SERVANT

THE FEDERAL REPUBLIC OF NIGERIA  
THE COMPANIES AND ALLIED MATTERS ACT 1990  
COMPANY LIMITED BY SHARE

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ARTICLE OF ASSOCIATION  
OF  
GWANI SOFTWARE LIMITED

(PURSUANT TO SECTIONS 33 AND 34 OF THE COMPANIES AND  
ALLIED MATTERS ACT NO. 1, 1990)

*The form and content of the Articles of Association of this company is in accordance with Part II (Private Company Limited by Shares) respectively of Table "A" in schedule 1 of this Act, with additions, omissions or alterations as may be required in the circumstances.*

**Establishment**

1. There shall be a company with common seal and perpetual sign to be known as Gwani Software Limited (Hereinafter to be referred to as "The Company").

**Seal and logo**

2. The seal and logo of Gwani Software shall be  .

**Departments**

3. There shall be the following departments in the Company:
  - (a) Software Department,
  - (b) Engineering Department,
  - (c) Sales Department, and
  - (d) Training Department.

**Principal Officers**

4. The Principal officers of The Company shall be:
  - (a) The Managing Director who shall be the chief executive of the Company,
  - (b) The Executive Director who shall be responsible for administrative and secretarial duties of the company,
  - (c) The Finance Director who shall be responsible for keeping the books of accounts of the company, enforcing budget and maintaining the financial accounts of the company,
  - (d) The Director of Engineering who shall oversee the activities of Engineering Department,
  - (e) The Director of Software who shall oversee the activities of Software Department,
  - (f) The Director of Sales who shall oversee the activities of Sales Department, and
  - (g) The Director of Training who shall oversee the activities of Training Department.

- (h) The Director Public Relations who shall relate the company with the general public and create a very good image of the company in the minds of the public.

#### **Working hours**

5. The official working hours of The Company shall be 24 hours round the clock with three shifting, namely morning, afternoon and night shift.

#### **Working Days**

6. The official working days shall be seven days a week with Friday work-free day for Muslim employee and Sunday for Christian employee.

#### **Commission Scale**

7. Permanent staff of the company shall be put on commission scale as may be determined by the management.

#### **Salary Scale**

8. Temporary staff of the company shall be put on a salary scale as may be determined by the management.

#### **Termination of Appointment**

9. A permanent staff of the company may have his appointment terminated by:
- (a) The written resignation letter by the staff,
  - (b) Death of the staff, or
  - (c) Votes of all the directors of the company.

#### **Promotion and Demotion**

10. Promotion or demotion of any permanent staff may be suggested by any director and base on educational or experience attainment and this suggestion may be put into action by the majority votes of the directors of the company.

#### **Supreme Authority**

11. The highest decision-making of the company shall be the management which shall have the followings as members:
- (a) Any director of the company,
  - (b) Managers of the company, or
  - (c) Any staff invited to be a member by the majority votes of the directors of the company.

#### **Enforcing Budget**

12. Any spending of the company shall comply with the provision of the annual budget of the company which is drafted as resolution by the management; except when the budget for the year has not been passed into resolution then base on the majority of the votes of the directors of the company.

#### **Private Company**

13. The company is a private company and accordingly :-
- (a) The right of transfer of shares is restricted in the manner hereinafter prescribed.
  - (b) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.



- (c) The number of the members of the company shall be limited to six.

### **Share issue**

14. Subject to any resolution to the contrary that may be given by the meeting sanctioning the increase in capital, all new shares of whatever kind shall be offered to the members in proportion to the nominal value of the existing shares held by them, and such offer shall be made by them, and such offer shall be made by notice specifying the number of share to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined to accept the member to whom such notice is given that he declined not to accept the share so offered, the directors may dispose off the same in such manner as they may think most beneficial to the Company.

### **Lien**

15. The Company shall have a first and paramount lien on every share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the company. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

### **Transfer of shares**

16. Subject to the provision herein specified, transfer of shares of the company shall be by written request signed by the transferor and the transferee and the transferor shall continue to be the holder of such shares until the day the transferee is duly written as a member of the company in respect thereof.

The directors may in their discretion and without assigning any reason decline to accept any transfer of shares if :

- (a) There is a lien on the shares requesting to be transferred,
- (b) The Transferee is found to be a person that does not exhibit integrity passion and commitment to the company's values, goals and mission.
- (c) The transfer will lead the number of members to exceed six,
- (d) The directors found the transferee unsuitable to be a director of the company.

The directors shall automatically transfer shares from a deceased director to his next of kin as specified by the former before his death, in the event of the death of any director and the transferee in this case shall be entitled to any benefits accorded the deceased in the company.

### **Alteration of Capital**

17. The management of the company may from time to time by a resolution increase the share capital of the company by such sum to be divided into shares of such amount the resolution may specified.

### **Votes of Directors**

18. The votes of Directors shall be counted base on the number of shares each held in the company.

#### **Winding Up**

19. In the event of winding up, the funds, assets and other belongings of the company shall after payment of any outstanding loan, remuneration and taxes; be sold and given to the members of the company in ration equal to their shares held in the company.

#### **Use of Seal**

20. The seal of the company shall only be affixed to such documents specified by a resolution and in the presence of the Executive Director who shall sign such document.

#### **Managers**

21. The company shall have the following ad-hoc administrative staff:
- (a) General Secretary who shall assist the Managing Director, and in his absence shall be the General Manager of the company;
  - (b) Executive Secretary who shall assist the Executive Secretary, and in his absence shall be the Executive Manager;
  - (c) Financial Secretary who shall assist the Finance Director, and in his absence shall be the Finance Manager of the Company;
  - (d) Software Secretary who shall assist the Director Software, and in his absence shall be the Software Manager of the Company;
  - (e) Engineering Secretary who shall assist the Director Engineering, and in his absence shall be the Engineering Manager of the Company;
  - (f) Training Secretary who shall assist the Director Training, and in his absence shall be the Training Manager of the Company;
  - (g) Sales Secretary who shall assist the Director Sales, and in his absence shall be the Sales Manager of the Company;
  - (h) Secretary Public Relations who shall assist the Director Public Relations.

#### **Appointment of Directors**

22. The subscribers to this memorandum shall sit and appoint themselves as the directors and principal officers of the company.
23. Whenever member of the company is replaced as established in article 16, the new member shall occupy the office of the director of this company of the former member he is replacing.

#### **Disqualification of Directors**

24. The office of a director shall be vacated:-
- (1) If by notice in writing to the Company, he resigns the office of director.
  - (2) If he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally.
  - (3) If he is prohibited from being a director by an order made under section 254 of the Decree.
  - (4) If he is found lunatic or becomes of unsound mind.

- (5) If he is requested in writing by all the other directors to resign his office

### Operational Standing Orders



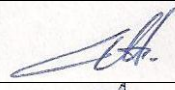

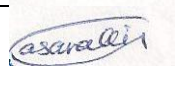

25. Any department may draft and enforce its operational standing orders where:

- (1) The safety of the employee shall be guaranteed,
- (2) The cost effectiveness of the project shall be assured,
- (3) The Efficiency and quality of the products shall be ensured,
- (4) The timeliness and quality of the service shall be established,
- (5) The customer's satisfaction shall be sought,
- (6) The goals and values of the company shall be portrayed.

### Notice of Management Meeting

26. An ordinary management meeting or any meeting for passing of resolution shall be called by twenty-one day's notice at least, duly sent to the phones of the directors and placed on the company's notice board, from the day the notice was sent and fixed on the company's notice board.

27. An extraordinary management meeting or any meeting where resolution is not going to be passed shall be called by a 48 hours notice at least, duly sent to the phones of the directors and placed on the company's notice board, from the day the notice was sent and fixed on the company's notice board.

NO.	NAME	ADDRESS AND DESCRIPTION OF SUBSCRIBERS	SIGNATURE
1.	ABUBAKAR MUHAMMAD	NO. 2, BEHIND NASU OFFICE, RAILWAY ROAD, BAUCHI, BAUCHI STATE.	
2.	MUSA SAFIYANU ADAM	NO 45, ABDU ZANGA WAY, KEFFI, NASARAWA STATE	
3.	AUWAL DAUDA KURAWA	NO.10 JAHUN, BAUCHI, BAUCHI STATE.	
4.	MUHAMMAD ALHAJI DANBABA IDRIS	NO. 15, BESIDE AMINCHI RESTAURANT, RAILWAY ROAD, BAUCHI, BAUCHI STATE.	
5.	AL-AMEEN ABUBAKAR SARAHI	NO.120, UNGUWAR HARDO, BAUCHI, BAUCHI STATE.	
6.	RALIYA UMAR ALKALERI	NO. 62, BAKARO STREET, BAUCHI, BAUCHI STATE.	

DATED THIS 23<sup>RD</sup> DAY OF OCTOBER 2010

WITNESS TO THE ABOVE SIGNATURE:  
NAME: NUHU IBRAHIM NUHU

ADDRESS: NO. 4, TUDUN SALMANU, BAUCHI, BAUCHI STATE.  
OCCUPATION: CIVIL SERVANT

## **Appendix B**

### **Gwani SMS terms and conditions**

- 1. Gwani Software (hereinafter to be referred to as the company ‘) bestow the right to use Gwani SMS accounts on you (hereinafter to be referred to as ‘user’) for sending and receiving SMS for personal and commercial purposes base on the terms and conditions stated herein.**
- 2. The company reserve the right to reject user’ request to open SMS account or send SMS message on the ground of**
  - a. The application data is found to be incorrect, mischievous or dubious,**
  - b. The application data exist in the record of users,**
  - c. The SMS contain vulgar or offensives language,**
  - d. A complain is filed against the user on charge of criminal use of sms account and such complain is confirmed to be true,**
  - e. Usage of the SMS account breaches the privacy of any person or group of persons,**
  - f. Usage of the SMS account is complained by relevant government agency to be the detrimental to the security of the state,**
  - g. A court order from a court of competent jurisdiction directed that the SMS account should be blocked,**
  - h. The account has been dormant for sixty consecutive days.**
- 3. The company is not liable to any content of sms sent, or whatsoever may arise from an sms message sent or drafted.**
- 4. The intellectual content, images, sound and design of the sms account remain properties of the company and the technology used in such accounts are trade secret of the company.**
- 5. The user data and SMS messages are not read by the company or any of its staff and are stored for official used only without infringing the right to privacy of the user.**
- 6. The company may from time to time give free credit to selected users without disclosing the criteria used for the selection.**
- 7. The company may change cost of credits at any time with or without prior notice.**
- 8. Using Gwani SMS account automatically indicates your acceptances of all the terms and conditions stated here, if you otherwise do not agree to any of terms and conditions then you should immediately stop using it and close the account.**
- 9. The third parties terms and conditions are equally binding on users as long as they are using Gwani SMS account.**



**Appendix C**  
**Permanent Site**

Appendix D

Supervisors of Sales and Engineering Department Article



**Gwani Software**

*Supervisors Rights and Responsibilities Article*

**11<sup>TH</sup> SHAWWAL, 1432**

**10<sup>TH</sup> SEPTEMBER, 2011**





## **Gwani Software**

### *Supervisors' Rights & Responsibilities Article*

1. This article as may whenever circumstances warrant be amended, may be cited as supervisors' rights and responsibilities (Hereinafter to be referred to as 'article').
2. There shall be a rank in sales and engineering department to be referred to as supervisor which may be conferred in written on any staff of Gwani Software by the director of sales or director of engineering respectively for least of thirty days.
3. Supervisor of sales department shall:
  - a. Oversee any technical job executed by the department,
  - b. Provide logistic on how best any job may be executed in the department,
  - c. Proof-read any data processing job executed in the department,
  - d. Maintain data security and integrity on the server farms of the department;
  - e. Ensure smooth operation of all machineries in the department,
  - f. Manage Forex trading platforms of the department,
  - g. Attend to facility renters' demands,
  - h. Technically assist any operational staff of the department on how best to conduct his job,
  - i. Ensure quality of goods and services of the department.
4. Supervisor of engineering department shall:
  - a. Oversee any technical job executed by the department,
  - b. Provide logistic on how best any job may be executed in the department,

- c. Test-Check any computer repaired by the department and ensure it is fully repaired,
  - d. Test-Check any network designed by the department to ensure it is operationally fit,
  - e. Test-Check any internet access installed by the department to ensure it is operationally fit,
  - f. Test-Check any fairly used device that will be sold by the department,
  - g. Test-Check any device bought by the department;
  - h. Technically assist any operational staff of the department on how best to conduct his job,
  - i. Ensure quality of products and services of the department.
5. Supervisor of sales and engineering department may be paid 3.125% of the monthly net profit generated by the department in question.
6. Supervisor of sales or engineering department shall:
- a. Possessed least of first degree in computer science, computer engineering, information technology or computer related discipline with least of three years working experience in Information & communication Technology, or
  - b. Possessed least of Masters Degree in computer science, computer engineering, information technology or computer related discipline with least of one year working experience in Information & Communication Technology, or
  - c. Possessed a Doctorate Degree in computer science, computer engineering, information technology or computer related discipline.
7. Director sales or engineering as the case may be may terminate the offer of supervisor from any staff on the ground of:
- a. The staff not satisfying the minimum requirement as stated in 6 above,
  - b. The staff failed to do his responsibilities appropriately,

- c. The staff is found with dubious characters unworthy of him,
  - d. The staff revealed the trade secret of the company not as expected of him.
8. Notwithstanding any provision of this article any supervisor suspended or terminated may not be paid any amount for the work he rendered before and during the period of the suspension or termination.
  9. Supervisor of sales and engineering department shall be available in the department for complete working hours of the department.
  10. Supervisor of sales or engineering department may query the unworthy activities of any operational staff of his department and shall copy such query to the director of the department.
  11. A supervisor may terminate his offer as supervisor in written giving one month notice or forfeiting his payment for a month in lieu of notice.
  12. Supervisor of sales or engineering as the case may be, may attend management meeting after director of his department has applied for this matter to the managing director and the latter has given his consent on that application.
  13. This article shall come into operation after 10<sup>th</sup> day of September 2011 (11<sup>th</sup> day of Shawwal, 1432).

**Appendix E**  
**Education Ethics**



**Gwani Software**

*Education Ethics & Regulations of Training  
Department Article*

**11<sup>TH</sup> SHAWWAL, 1432**

**10<sup>TH</sup> SEPTEMBER, 2011**



## **Gwani Software**

### *Education Ethics & Regulations of Training Departments Article*

1. This article which may whenever circumstances warrant be amended by the Management, may be cited Education Ethics & Regulations of Training Department (Hereinafter to be referred to as 'article').
2. This article shall come into operation after 10<sup>th</sup> day of September 2011(11<sup>th</sup> day of Shawwal, 1432).
3. This article shall have a binding force over all subsidiaries, Agencies, Affiliations, Committees, Offices, Instructors and Trainees of Training Department of Gwani Software (Hereinafter to be addressed as "the Department").
4. Breach of any of the provisions of this article shall be an offence punishable by an act specified in this article.
5. The below listed acts constitutes Education ethics and shall be promoted anywhere in the Department:
  - a. No any course, modules of a course, unit of a module or topic may be contrary to:
    - i. The Teaching of Islam,
    - ii. The Laws of the Federal Republic of Nigeria.
  - b. Any course, modules of a course and unit of a module shall expose the trainee to sufficient theoretical and practical experiences in Information & Communication Technology.
  - c. Any new course may be introduced by an Instructor of the department after:
    - i. He has presented a least of an Internal seminar on the course content and its importance;
    - ii. He has presented a least of a public seminar on the course content and its importance;

- iii. He has submitted to the department a comprehensive course breakdown which among other things shall contain:
    1. Course title,
    2. General description of course,
    3. Aims of the course,
    4. Objectives of the course,
    5. Target Audiences,
    6. Pre-requisite of the course,
    7. Approximate duration of Instructing the course,
    8. Method of assessment,
    9. Methodology of Instructing the course,
    10. Recommended Resource materials, and
    11. Course break down;
  - iv. The Management approved such matter.
- d. Modification of a course may be proposed by any Instructor after:
- i. Presenting a least of a seminar on the need of the modification;
  - ii. Submitting to the department the written proposed amendment;
  - iii. The management approved this matter.
- e. The course break down shall be the Intellectual belonging of Gwani Software and may be used to its benefits.
- f. Any course, Instructed or assessed in the department shall be issued Certificate of Gwani Software, except as specified in affiliation's regulations.
- g. Any course may be instructed in any language accepted by the department.
- h. Any course may be Instructed in manner and place approved by the department.

- i. Any course that is not printed in Course Guide, may be Instructed after the Director of the department has conveyed his written approval.
- j. The department may regularly modify pre-requisite of courses.
- k. The department may modify course'
  - i. content,
  - ii. fees,
  - iii. section,Anytime it wishes to do so.
- l. Any course to be instructed in the department shall be related to information & Communication Technology.
- m. No any two courses shall have 75% of their course contents the same, and where any of these two courses are found they shall be merged into one course.
- n. List of courses offers in the departments shall annually be published in a publication to be named 'Course Guide'.
- o. The Secretary of the Department may settle minor disputes regarding trainees or Instructors and major disputes shall be referred to the Director.
- p. The Secretary shall assign Supervisor of any class before the class shall commence.
- q. Any Supervisor shall appoint Instructors of his classes within 48 hours of his assigning as a Supervisor.
- r. Whenever an Instructor is absent, not appointed, withdrew from Instructing a class, the Supervisor of that class shall continue to instruct such class until a day another Instructor is appointed.
- s. Any Supervisor shall ensure classes under him finish normally.
- t. Any Supervisor may
  - i. Review and moderate any exams, assessment, or project questions of his classes,
  - ii. Review and Compile trainee's result of his class,

- iii. Compute Certificate's grade of trainees in his class.
- u. An Instructor taking any class in the department shall
  - i. Wear good and modest dressing;
  - ii. Speak in a good language;
  - iii. Respect the opinions, feelings, privacy, personality and ideology of any of his trainee;
  - iv. Interact with trainee in a modest and acceptable manner;
  - v. Uphold the trust given to him by the department to Instruct his class;
  - vi. Put his responsibilities as an Instructor first and above anything;
  - vii. Not sexually abuse his opposite sex trainees in word and in action;
  - viii. Be fair and transparent in his dealings with his trainees;
  - ix. Develop the knowledge and expertise of his trainees on information & communication Technology;
  - x. Not harm or cause to harm his trainee unjustly;
  - xi. Be honest in discharging his duty as an Instructor;
  - xii. Cover the modules of a course assigned to him diligently;
  - xiii. Regularly engage himself into information and Communication Technology's research;
  - xiv. Come to class promptly and leave the class after the class hours have been exhausted;
  - xv. Not absent himself from his class except on a vital reason;
  - xvi. Profess and exhibits the core values of Gwani Software;
  - xvii. Be Loyal to any constituted Authority in the Department;
  - xviii. Work hard toward achieving the mission and vision of Gwani Software;
- v. Instructors may be appointed on contract not exceeding three consecutive years with unlimited renewals.



- w. Instructor whose payment is commission, piece rate or time rate, may be paid his wage after completing Instructing of class.
- x. Instructor may be given assistance by the Department to encourage research and further Education in information & Communication Technology.
- y. A Trainee shall complete the prescribed registration process set by the Department before he starts attending his class.
- z. No trainee shall
  - i. Come to class late;
  - ii. Conduct or participate in any form of examination malpractice;
  - iii. Conduct or participate in cultism, secret society or related groups;
  - iv. Seek for, or cause to be sought for scores, certificates or result that is not due of him;
  - v. Do anything that is contrary to the laws of the Federal Republic of Nigeria;
  - vi. Wear or cause to wear obscene dressing or dressing that exposes nudity during class session;
  - vii. Say or write words that are calculated to be abusive to a fellow trainee, Instructor or Staff of the department;
  - viii. Fight or quarrel any Staff of the department, Instructor or a fellow trainee;
  - ix. Take alcohol or any intoxicants during class session;
  - x. Take any property belonging to the department or a fellow trainee without first obtaining permission from the owner;
  - xi. Conduct himself in a manner that will prevent effective learning during class session;
  - xii. Come to class session with any weapon or object that is calculated to be capable of causing injury to other trainees;

- xiii. Come to class session with food or any form of drinks excepts for any reason known by the department;
  - xiv. Use the knowledge he is acquiring or he has acquired from the department to do any immoral or illegal activity anywhere;
  - xv. Abscond himself from class session exception is absconding base on vital reason known by the department;
  - xvi. Show undue reluctance to learning and research;
  - xvii. Rebel or cause to rebel against any constituted Authority in Gwani Software;
  - xviii. Bring anything that is capable of distracting fellow trainees from learning, into the class session.
- aa. Any trainee shall
- i. Be honest in all his dealings;
  - ii. Exhibits passion for research and learning;
  - iii. Profess and exhibits the core values of Gwani Software;
  - iv. Be loyal to any constituted Authority in the department;
  - v. Bear the banner of Gwani Software and protect its Image and Integrity anywhere;
  - vi. Put humanity first in practicing his discipline;
  - vii. Promote Information & Communication Technology learning and research;
  - viii. Be Punctual in his study;
  - ix. Be willing to develop his knowledge and expertise in Information & Communication Technology.
- bb. Any class session may be interrupted and suspended when
- i. There is a breach to security;
  - ii. The life of trainees is put at danger;

- iii. There is gross irregularities on the way the class is managed;
  - iv. The class session fails to continue.
- cc. Any class that fails to continue for a period fixed by the department may be considered to be spilled over.
- dd. Whenever a class is spilled over
- i. The class may only resume after the affected trainee pay a spill over charge fixed by the Department;
  - ii. And the affected Instructor is found not to have discharge his duty appropriately in Instructing the affected class, the Instructor shall be fine an amount not less than five Hundred Naira before he is appointed any class.
- ee. Whenever an Instructor fails to complete a class session and another Instructor is appointed to complete the class session, then the former shall not be paid any payment for such class and all payment for such class shall go to the latter.
- ff. No any class may be deferred beyond three Hundred and sixty five days.
- gg. Before any class may be deferred, the affected trainee shall pay one hundred Naira per each thirty days as deferring charge.
- hh. Certificate may only be issued once and no replacement whatsoever.
- ii. Trainee may apply for remarking of his examination, assessment or project:
- i. When he is not satisfied with the result given to him;
  - ii. The trainee shall pay remarking fee as may be fixed by the department;
  - iii. The department may solicited the service of an external resource person who shall not be an Instructor in the

department, to remark the examination assessment or project as the case may be;

- iv. After remarking, if the result is having  $\pm 10\%$  from the former result, then the second result shall prevail and the Instructor shall pay a fine not less than five thousand Naira or be expelled and proscribed from being an Instructor for life, or both.
- v. After remarking, if the result is less than  $\pm 10\%$  from the former result, then the former result shall prevail and the trainee shall pay a fine not less than three thousand Naira or be proscribed from being a trainee for a period not less than ten years, or both.
- jj. Whenever a trainee is going to be absent from class session for not less than two class session, the trainee shall assign his marital partner, brother, sister, son, daughter, or friend to attend the class session on his behalf during the period he will be absent, so as to have somebody who will teach him what is being thought in his absence, however.
  - i. This provision does not involve class sessions on examination, assessment or project work;
  - ii. The trainee shall inform the department about this;
  - iii. The one sent shall be at a normal age not less than eighteen and be free from any mental disability.
- kk. Trainees of advanced Certificate, Diploma & Higher Professional Diploma may form an alumni of the department and the department shall
  - i. Assist them to get jobs;
  - ii. Involve them into projects of Information and Communication Technology of Gwani Software;
  - iii. Guide them on how best to improve their knowledge and expertise;

- iv. Do any other thing that will improve their knowledge and expertise.
- 6. Unless the context expressly provided, any term and phrase stated in this article may be interpreted by the department.
- 7. The department may sit and assign a punitive measure for breach of the provisions of this article where such measure is not clearly stated in any provision of this article.
- 8. The Department may from time to time amend any provision of this article.