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# The Fortune Getters Investors (TFGI) Club

## CODE OF CONDUCT CHARTER

### Preamble

We, the members of **The Fortune Getters Investors (TFGI) Club**, in recognition of our historical foundation and in alignment with the strategic vision of **The FGI Ventures Ltd.**, our parent and official sponsor, do hereby adopt and enact this **Code of Conduct Charter** as the binding framework for governance, conduct, and discipline within the Club.

This Charter is established to:

1. Affirm the interdependent relationship between The Fortune Getters Investors (TFGI) Club and The FGI Ventures Ltd., wherein the Club serves as the cultural and membership body, and the Company serves as the parent, execution arm, and sponsor of its vision.
2. Ensure that the standards, principles, and practices of the Club are consistent with, and complementary to, the values, policies, and reputation of The FGI Ventures Ltd.
3. Provide a legal and moral framework under which all members of the Club shall operate, binding them to the principles of integrity, discipline, accountability, loyalty, and service.
4. Safeguard the collective identity and objectives of the Club, ensuring that all activities, engagements, and member conduct remain aligned with the overarching vision of building sustainable, youth-driven transformation as advanced by The FGI Ventures Ltd.

By subscribing to this Charter, every member acknowledges and accepts that:

- ❖ Their conduct within and outside the Club constitutes representation of both TFGI and The FGI Ventures Ltd.
- ❖ Breaches of this Charter shall be subject to disciplinary measures as prescribed by the governing structures of the Club and, where necessary, in consultation with The FGI Ventures Ltd.
- ❖ Membership is a privilege contingent upon adherence to this Code, and continued alignment with the shared mission, vision, and values of the parent Company.

This Preamble shall form an integral part of the Code of Conduct and shall serve as the interpretive foundation for all subsequent Articles herein.



## Section I: Definitions

For the purposes of this Code of Conduct Charter, the following terms shall have the meanings assigned to them hereunder, unless the context otherwise requires:

1. **“Club”** refers to The Fortune Getters Investors (TFGI) Club, a private, members-only organization established for the purpose of fostering unity, discipline, leadership, growth, and impact among its members.
2. **“Company”** refers to The FGI Ventures Ltd., a registered youth-led enterprise and the official parent and sponsor of the TFGI Club, providing structural, financial, and strategic support for the fulfillment of the Club’s vision.
3. **“Sponsor”** means the official sponsor of the Club, recognized as The FGI Ventures Ltd., which serves as both the parent institution and strategic partner of the Club.
4. **“Member”** refers to any individual who has been formally admitted into the TFGI Club in accordance with its membership policies, and who remains in good standing by virtue of fulfilling all obligations under this Charter.
5. **“Executive Committee” or “Executives”** refers to the duly elected or appointed leadership of the TFGI Club, entrusted with governance, decision-making, enforcement of this Charter, and liaison with The FGI Ventures Ltd.
6. **“General Assembly”** refers to the collective body of all registered members of the TFGI Club, vested with ultimate authority in matters of policy, elections, and approval of major decisions, subject to the provisions of this Charter.
7. **“Constitution”** refers to the formal governing document of the TFGI Club, outlining its structure, objectives, leadership, and procedures, as may be amended from time to time.
8. **“Charter”** refers to this Code of Conduct Charter, as adopted and ratified by the TFGI Club, binding upon all members and enforceable by the Executive Committee.
9. **“Disciplinary Measures”** refer to corrective actions, penalties, or sanctions imposed upon members found in breach of this Charter, as prescribed by the disciplinary structures of the Club.
10. **“Welfare”** refers to the system of mutual support and assistance extended by the Club to its members in times of need, in accordance with the Club’s values of unity and shared growth.
11. **“Official Communications”** means all correspondence, notices, directives, or announcements issued under the authority of the Executive Committee or The FGI Ventures Ltd.
12. **“Misconduct”** refers to any act or omission by a member that contravenes the provisions of this Charter, the Constitution, or the values of the TFGI Club and The FGI Ventures Ltd.
13. **“Alignment”** refers to the state of consistency between the actions, values, and conduct of members and the overarching mission, vision, and standards of both the TFGI Club and The FGI Ventures Ltd.



# Article I – The Commitment Standard: “Time, Energy and Effort”

## 1.1 Declaration of Principle

Whereas the Founders of The Fortune Getters Investors Club (hereinafter “the Club”) did establish the same through sustained sacrifice of time, energy and effort, and whereas membership is a privilege reserved to a limited and exclusive class of individuals, it is hereby enacted and declared that the active devotion of time, energy and effort shall constitute a mandatory condition of membership and a continuing duty of all Members.

## 1.2 Scope of Obligation

1.2.1 Each Member shall, by reason of admission, be bound to render consistent participation in the activities, programs, and deliberations of the Club, whether in person, virtually, or by verifiable contribution.

1.2.2 The obligation of commitment shall extend, without limitation, to:

- a. Regular attendance at meetings of the General Assembly, Executive Council, or Sub-Entities where such Member is required or summoned;
- b. Active service in at least one Sub-Entity, Regional Department, or Committee, through demonstrable acts of work, leadership, or support;
- c. Timely and constructive response to official communications or calls to action issued under authority of the Executive Council;
- d. Reasonable contribution of time and skill toward Club projects, initiatives, or events as determined by competent authority.

## 1.3 Standard of Conduct

1.3.1 Passive association shall not suffice to constitute membership. For the avoidance of doubt, absence from meaningful participation, neglect of assigned duties, or habitual non-responsiveness shall be deemed inconsistent with this Article.

1.3.2 Commitment shall be measured not merely by attendance but by visible and verifiable contribution to the advancement of the Club’s Vision.

## 1.4 Monitoring and Records

1.4.1 The Executive Council shall cause to be maintained registers of attendance, logs of service, and reports of contribution, whether by manual or electronic means, for purposes of accountability.

1.4.2 Sub-Entity Chairs and Committee Heads shall furnish quarterly returns to the Executive Council summarising the extent of member participation within their charge.

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## 1.5 Accountability and Remedial Measures

1.5.1 In recognition of the Club's exclusive character, accountability under this Article shall be exercised in a manner that preserves dignity and culture, and shall not be punitive save where necessary to protect the Vision.

1.5.2 Where a Member is found persistently inactive or neglectful of duties, the Executive Council may, in order of escalation:

- a. Initiate informal counsel and mentorship;
- b. Require the Member to enter into a remedial plan with defined duties and timelines;
- c. Conduct a formal review of the Member's standing;
- d. Recommend suspension of certain privileges or functions, subject to ratification by the Supreme Council;
- e. In cases of persistent and irremediable neglect, recommend termination of membership, which shall not take effect without final resolution of the Supreme Council.

## 1.6 Leave of Absence

1.6.1 A Member unable to fulfil obligations under this Article owing to health, education, employment, or other substantial cause may petition the Secretary General for a leave of absence.

1.6.2 Any leave so granted shall be recorded, limited in duration, and may carry conditions for re-engagement upon return.

## 1.7 Recognition and Advancement

1.7.1 Sustained adherence to this Standard shall qualify a Member for recognition, commendation, and preferential consideration in leadership succession, appointment to offices, or nomination to opportunities arising from partnership with **The FGI Ventures Ltd.**

1.7.2 Commitment, as herein defined, shall constitute the principal currency for leadership selection and succession within the Club.

## 1.8 Alignment with FGI Ventures Ltd.

1.8.1 The obligations of commitment under this Article shall be construed in alignment with the strategic priorities and standards of **The FGI Ventures Ltd.**, the Parent and Sponsor of the Club.

1.8.2 For avoidance of doubt, any Member's contributions to Company-related initiatives shall be recognised as compliance with this Standard.



## 1.9 Transitional Provision

1.9.1 Members enrolled prior to the adoption of this Charter shall, within six (6) months of its coming into force, regularise their obligations under this Article.

1.9.2 The Executive Council shall provide such transitional mentorship or accommodation as may be necessary to ensure fair compliance.

## 1.10 Binding Effect

By reason of their continued membership, all Members hereby acknowledge and accept the Commitment Standard as set forth herein, and agree to be bound thereby as a central covenant of belonging to the Club.

# Article II – The Sacrifice & Financial Contribution Standard

## 2.1 Declaration of Principle

Whereas the Founders of the Club did bear the initial financial burdens of registration, mobilisation, and establishment without guarantee of return, it is hereby enacted that sacrificial contribution, both financial and non-financial, shall constitute a perpetual duty of membership.

## 2.2 Scope of Obligation

2.2.1 Every Member shall contribute financially to the Club through:

- Membership dues as prescribed by the Executive Council and ratified by the Supreme Council;
- Proportional contributions toward specific projects, events, or initiatives of the Club as directed;
- Special levies where approved under the governance framework.

2.2.2 In addition to funds, Members shall contribute belief, loyalty, and labour, recognising that the Club is sustained by collective sacrifice, not passive expectation.

## 2.3 Financial Governance

2.3.1 All monies received under this Standard shall be accounted for with strict transparency and subject to independent audit or review as prescribed by the Executive Council.

2.3.2 The Treasurer, under oversight of the Executive Council, shall maintain accurate books of accounts and render quarterly financial reports to the Supreme council.

2.3.3 Mismanagement, misappropriation, or failure of accountability in respect of Club funds shall constitute gross misconduct and be referred to the Supreme Council for determination.

## 2.4 Principles of Contribution

2.4.1 No Member shall receive the benefit of a program, initiative, or opportunity without having contributed proportionately toward the same, save where expressly exempted on grounds of welfare or incapacity by resolution of the Executive Council.

2.4.2 Contribution is not optional; it is the foundational exchange by which Members demonstrate both belief in the vision and equity in its benefits.

## 2.5 Enforcement and Sanctions

2.5.1 Failure by any Member to discharge financial obligations without lawful cause or granted exemption shall result in:

- a. Immediate suspension of eligibility to vote in General Assembly meetings or to hold elective/appointive office;
- b. Temporary withdrawal of access to Club benefits, opportunities, or sponsored programs;
- c. Continued default for a period exceeding three (3) months shall warrant formal review of membership status by the Executive Council, with possible referral to the Supreme Council for disciplinary action, including termination of membership.

2.5.2 Any Member reinstated after default shall be required to clear outstanding obligations in full before restoration of privileges.

## 2.6 Alignment with FGI Ventures Ltd.

2.6.1 Contributions under this Article may, subject to approval, be utilised to seed or support initiatives of **The FGI Ventures Ltd.**, as the Parent and Sponsor, provided that such application shall always adhere to transparency and accountability principles.

2.6.2 Members' contributions thereby serve both the Club and its corporate parent, affirming their mutual destiny and shared ecosystem of growth.

## 2.7 Recognition and Advancement

2.7.1 Members who demonstrate exceptional sacrifice in financial contribution or resource mobilisation shall be duly recognised through commendations, leadership consideration, or preferential nomination to opportunities within the Club–Company framework.

2.7.2 Contribution shall form part of the eligibility criteria for elective and appointive positions.



## 2.8 Binding Effect

By reason of continued membership, every Member affirms the principle that sacrifice precedes benefit, and hereby accepts the duty to contribute faithfully and transparently toward the collective work of the Club.



# Article III – The Vision Alignment Standard: “Think Like Founders”

## 3.1 Declaration of Principle

Whereas the Founders did not conceive the Club as a casual fellowship but as a structured vehicle for long-term impact, including but not limited to initiatives such as Legacy Funds, SACCOs, MedCare, and Edu Funds; and whereas the Club exists as the generative arm of **FGI Ventures Ltd.**, it is hereby declared that every Member shall align his or her personal growth, conduct, and ambition with the enduring Vision of the Club and its Parent Company.

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### 3.2 Scope of Obligation

3.2.1 Each Member shall:

- a. Internalise and actively promote the Vision and Mission of the Club as articulated in its Charter and strategic frameworks;
- b. Adopt a mindset of innovation, growth, and scale consistent with the Founders' intent to build lasting legacy structures;
- c. Demonstrate alignment between personal pursuits and the collective vision, ensuring that individual advancement contributes to the larger purpose;
- d. Participate in strategic sessions, forums, or reflections convened by the Executive Council to renew, refine, or reinterpret the Vision in changing contexts.

### 3.3 Prohibited Conduct

3.3.1 It shall be deemed inconsistent with this Article for any Member to:

- a. Pursue interests, enterprises, or initiatives in contradiction to the declared vision of the Club and its Parent Company;
- b. Denigrate, undermine, or disregard the Vision in speech, conduct, or behaviour;
- c. Reduce membership to mere social association devoid of contribution to legacy-building.

### 3.4 Enforcement and Accountability

3.4.1 The Executive Council shall monitor adherence to this Standard through observation of conduct, contribution to projects, and participation in Vision-related programs.

3.4.2 Where a Member is deemed misaligned or persistently indifferent to the Vision, the Executive Council may require such Member to:

- a. Undergo structured mentorship or orientation on the Vision;
- b. Submit a personal re-alignment plan linking their growth path with the Vision;
- c. Be subject to suspension of leadership eligibility until alignment is restored.

3.4.3 In cases of deliberate opposition to or sabotage of the Vision, the matter shall be escalated to the Supreme Council, whose resolution may include termination of membership.

### 3.5 Alignment with FGI Ventures Ltd.

3.5.1 Vision alignment shall be measured not only by loyalty to the Club but also by loyalty to **FGI Ventures Ltd.**, as the Parent and Sponsor.

3.5.2 No Member shall pursue ventures or projects under the Club's name which compete with, dilute, or bring into disrepute the operations of the Parent Company.

3.5.3 Members are encouraged to channel innovative ideas through the Club–Company framework so that alignment produces opportunity rather than rivalry.



### 3.6 Recognition and Advancement

3.6.1 Members who consistently demonstrate strong alignment with the Vision — through ideas, innovation, and commitment — shall be recognised and prioritised for leadership, mentorship, and representation roles.

3.6.2 Vision Alignment shall constitute a principal criterion for appointment to the Supreme Council or nomination to represent the Club in external partnerships.

### 3.7 Binding Effect

By acceptance of membership, each Member affirms the duty to “think like Founders” and pledges that their presence in the Club shall be an engine for legacy-building, not a distraction from it.

## Article IV – The Initiative Standard: “If No One Answers, You Still Act”

### 4.1 Declaration of Principle

Whereas the Founders established this Club upon the ethic of self-initiative and the refusal to wait for external prompting, it is hereby enacted that initiative, understood as self-motivated action in furtherance of the Vision, shall be a binding duty of every Member.

### 4.2 Scope of Obligation

4.2.1 Each Member shall:

- Take proactive steps to advance the programs, activities, and reputation of the Club, without awaiting constant instruction or supervision;
- Treat every assigned role, office, or task not as ceremonial but as a locus of action and measurable output;
- Step into leadership or supportive functions when gaps, delays, or silence threaten the progress of the Club;
- Document initiatives undertaken and report them to the relevant Sub-Entity or Council for accountability.



### 4.3 Prohibited Conduct

4.3.1 It shall be inconsistent with this Article for a Member to:

- a. Habitually wait for reminders or defer necessary action to others where the means and opportunity to act are within their capacity;
- b. Abandon duties assigned or fail to complete tasks essential to the Club's progress;
- c. Hinder or discourage other Members from exercising initiative in good faith.

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### 4.4 Enforcement and Accountability

4.4.1 The Executive Council shall evaluate initiative through performance reviews, committee reports, and observation of conduct.

4.4.2 Where a Member is found negligent in initiative, the Executive Council may:

- a. Issue a formal caution with guidance for corrective action;
- b. Re-assign the Member to tasks of demonstrable accountability;
- c. Suspend the Member's eligibility for leadership positions until a consistent record of initiative is established.

4.4.3 Persistent negligence or wilful refusal to act where necessary shall constitute dereliction of duty and may be referred to the Supreme Council for disciplinary measures, including termination of membership.

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### 4.5 Relationship with Other Standards

4.5.1 This Standard shall be read in harmony with Article I (Commitment), such that initiative is the natural expression of committed presence.

4.5.2 It shall further support Article III (Vision Alignment), by ensuring that the Vision is translated into action without delay or hesitation.

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### 4.6 Alignment with FGI Ventures Ltd.

4.6.1 Initiative undertaken by Members shall, where it touches upon projects or programs of **FGI Ventures Ltd.**, be coordinated with and subject to the policies of the Parent Company.

4.6.2 Members are encouraged to generate ideas, solutions, or innovations that may be adopted or incubated by the Parent Company through its platforms, provided such ideas are submitted through the proper Club–Company channels.

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### 4.7 Recognition and Advancement

4.7.1 Members who consistently demonstrate initiative, particularly in moments of challenge or uncertainty, shall be recognised with commendations, awards, and leadership consideration.



4.7.2 Initiative shall be treated as a criterion of merit in succession planning and in the nomination of Members to represent the Club in external forums.

#### 4.8 Binding Effect

By their continued membership, all Members acknowledge that the progress of the Club cannot be stalled by silence or hesitation, and hereby bind themselves to the ethic of initiative: *when no one answers, they shall act.*

## Article V – The Integrity & Loyalty Standard: “Dual Interest Dilemma”

#### 5.1 Declaration of Principle

Whereas the Founders, at the inception of the Club, did uphold integrity and loyalty even in circumstances of competing interest, it is hereby declared that integrity, honesty, and loyalty to the Vision shall constitute immutable duties of all Members.

#### 5.2 Scope of Obligation

5.2.1 Each Member shall:

- a. Act with honesty and fairness in all dealings relating to the Club and **FGI Ventures Ltd.**, its Parent and Sponsor;
- b. Place the interests of the Club above personal, familial, or external interests in matters where conflicts arise;
- c. Declare promptly any actual, potential, or perceived conflict of interest in writing to the Executive Council;
- d. Abstain from participation in decision-making where a declared conflict exists, save where expressly authorised under governance rules;
- e. Uphold confidentiality and safeguard sensitive information acquired by virtue of membership.

#### 5.3 Prohibited Conduct

5.3.1 It shall constitute a breach of this Standard for a Member to:

- a. Use the Club’s name, influence, or resources for personal or private gain without prior authorisation;



- b. Withhold disclosure of conflicts of interest in projects, contracts, partnerships, or opportunities pursued by the Club or **FGI Ventures Ltd.**;
- c. Engage in corruption, misrepresentation, or dishonest practices within or outside the Club in a manner that brings disrepute to the Club or its Parent Company;
- d. Betray the trust of fellow Members through disloyal acts, including but not limited to misinformation, defection of ideas, or sabotage.

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#### **5.4 Enforcement and Accountability**

5.4.1 The Executive Council shall investigate allegations of conflict of interest, dishonesty, or disloyalty, and shall prepare findings for the Supreme Council.

5.4.2 Sanctions for breach may include:

- Formal censure and record in the Member's file;
- Suspension of privileges or leadership eligibility;
- Restitution of any unjust enrichment obtained from the breach;
- Termination of membership upon resolution of the Supreme Council.

5.4.3 In cases where the breach involves financial impropriety, the matter shall further be referred to competent legal authorities for redress.

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#### **5.5 Alignment with FGI Ventures Ltd.**

5.5.1 Loyalty under this Standard extends to **FGI Ventures Ltd.**, such that no Member shall engage in ventures or contracts that compete unfairly with or undermine the Company's strategic objectives.

5.5.2 Members shall conduct themselves as custodians of both the Club's Vision and the Company's reputation, recognising the inseparability of their identities.

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#### **5.6 Recognition and Advancement**

5.6.1 Members who consistently demonstrate integrity and loyalty shall be considered for positions of higher trust, including appointment to the Supreme Council or sensitive financial and strategic roles.

5.6.2 Acts of transparency, fairness, and loyalty shall be acknowledged as markers of leadership suitability.

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#### **5.7 Binding Effect**

By their continued membership, all Members bind themselves to the principle that integrity is indivisible, and loyalty to the Club and its Parent Company shall prevail over personal interest.

# Article VI – The Foundational Contribution Standard: “You Build Before You Belong”

## 6.1 Declaration of Principle

Whereas the Founders of the Club did establish its foundations through labour, service, and sacrifice before any benefits were secured, it is hereby declared that contribution to the building and strengthening of the Club shall precede the enjoyment of its privileges.

## 6.2 Scope of Obligation

6.2.1 Each prospective Member shall, as a condition of admission, demonstrate tangible contribution to the Club’s work prior to full integration.

6.2.2 Such contribution may include, but is not limited to:

- a. Participation in logistics and organisation of events, programs, or meetings;
- b. Service in mentorship, training, or knowledge-sharing activities;
- c. Volunteer work in administrative or field assignments as directed by competent authority;
- d. Provision of resources, expertise, or networks that advance the Club’s objectives.

6.2.3 Existing Members shall, as a continuing obligation, maintain an ethic of service, ensuring that their presence in the Club is always contributory and not merely consumptive.

## 6.3 Admission and Orientation

6.3.1 Admission to the Club shall not be based solely on application, but on demonstrated readiness to serve.

6.3.2 Orientation of new Members shall be practical and immersive, requiring hands-on service and participation in foundational duties of the Club, as opposed to passive introduction.

6.3.3 No individual shall be accorded the status of full Member until the Executive Council certifies their foundational contribution.

## 6.4 Prohibited Conduct

6.4.1 It shall be inconsistent with this Standard for any person to:

- a. Seek membership for access to benefits without a willingness to contribute to the collective foundation;

- b. Refrain from service while demanding privileges or recognition;
  - c. Delegate foundational obligations to others while evading participation.
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## 6.5 Enforcement and Accountability

6.5.1 The Executive Council shall maintain records of contributions by prospective and existing Members.

6.5.2 Any Member failing to uphold ongoing contribution obligations may:

- a. Be suspended from certain benefits until remedial service is rendered;
  - b. Be denied eligibility for leadership positions or strategic opportunities;
  - c. In cases of persistent non-contribution, be referred to the Supreme Council for consideration of membership termination.
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## 6.6 Alignment with FGI Ventures Ltd.

6.6.1 Foundational contribution shall extend to initiatives of **FGI Ventures Ltd.**, where Members may be required to volunteer service, expertise, or networks that support the Parent Company's strategic programs.

6.6.2 Contributions of this nature shall be formally recognised by both the Club and the Company as fulfilling the obligations of this Standard.

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## 6.7 Recognition and Advancement

6.7.1 Members who excel in foundational contribution shall be duly recognised as exemplars of the Club's ethos, and may be accorded priority in leadership succession, project leadership, and representation roles.

6.7.2 Such Members may also be nominated by the Executive Council for opportunities or fellowships extended through the Parent Company.

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## 6.8 Binding Effect

By acceptance of membership, all Members affirm the principle that to belong is first to build, and that contribution shall always precede entitlement.

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# Article VII – The Legacy Standard: “Think Beyond Now”

## 7.1 Declaration of Principle

Whereas the Founders of the Club conceived and built not for their immediate gratification but for the enduring benefit of future generations, it is hereby declared that legacy-building shall constitute a binding duty of all Members. The Club exists not as a fleeting association, but as a multi-generational institution whose leadership, vision, and impact must transcend individual presence.

## 7.2 Scope of Obligation

7.2.1 Each Member shall:

- Conduct themselves with foresight, ensuring that decisions, actions, and contributions serve both present and future beneficiaries;
- Prioritise initiatives that create sustainable systems, structures, and funds capable of outliving their tenure;
- Support intergenerational mentorship, ensuring the transmission of knowledge, values, and opportunities from one cohort of Members to another;
- Preserve the records, traditions, and ethos of the Club for continuity and institutional memory.

## 7.3 Prohibited Conduct

7.3.1 It shall be deemed inconsistent with this Standard for a Member to:

- Engage in short-termism, prioritising immediate benefit or recognition over long-term impact;
- Undermine or neglect legacy projects such as the Legacy Fund, Edu Fund, MedCare, or SACCO structures;
- Treat the Club as a social circle or vanity platform rather than a vehicle of enduring influence.

## 7.4 Enforcement and Accountability

7.4.1 The Executive Council shall ensure that all programs and projects are assessed for legacy value before adoption.

7.4.2 Any Member found guilty of obstructing or sabotaging legacy-oriented initiatives may:

- Be formally censured and recorded as non-compliant;
- Be denied eligibility for leadership or representation roles;
- In cases of grave disregard, be referred to the Supreme Council for disciplinary action, including suspension or termination of membership.



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## **7.5 Alignment with FGI Ventures Ltd.**

7.5.1 Legacy obligations shall extend to the ecosystem of **FGI Ventures Ltd.**, whereby Members must support Company-led programs designed for sustainable growth and generational continuity.

7.5.2 No Member shall undermine or exploit legacy-related initiatives of the Parent Company for private benefit.

7.5.3 Members are encouraged to conceive and propose legacy-driven projects that may be incubated by either the Club or the Parent Company, thereby ensuring shared continuity.

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## **7.6 Recognition and Advancement**

7.6.1 Members who demonstrate a legacy mindset through vision, mentorship, or long-term project contributions shall be accorded recognition as custodians of heritage.

7.6.2 Such Members may be elevated to elder or advisory roles within the Supreme Council, symbolising their role as guardians of continuity.

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## **7.7 Binding Effect**

By reason of membership, all Members bind themselves to the principle that the Club exists beyond any individual, and pledge to think and act in a manner that ensures their leadership, service, and influence outlive their presence.

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# **Article VIII – The Excellence & Learning Standard: “You Challenge and Educate”**

## **8.1 Declaration of Principle**

Whereas the Founders established the Club on a foundation of growth, intellectual rigor, and a refusal to accommodate mediocrity, it is hereby declared that the pursuit of excellence and a culture of continuous learning shall be mandatory duties of all Members.

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## 8.2 Scope of Obligation

8.2.1 Each Member shall:

- a. Pursue personal and professional development in alignment with the Club's Vision and Mission;
- b. Actively participate in forums, workshops, trainings, and reflection sessions convened by the Club or its Parent Company, **FGI Ventures Ltd.**;
- c. Share knowledge, insights, and skills with fellow Members, thereby contributing to collective intellectual capital;
- d. Strive for excellence in all undertakings associated with the Club, whether internal operations, external representation, or collaborative initiatives.

## 8.3 Prohibited Conduct

8.3.1 It shall constitute a breach of this Standard for a Member to:

- a. Demonstrate persistent neglect of self-improvement or failure to engage in capacity-building activities;
- b. Propagate mediocrity by discouraging learning, resisting constructive feedback, or trivialising growth forums;
- c. Withhold knowledge or expertise that could reasonably benefit the Club and its Members.

## 8.4 Enforcement and Accountability

8.4.1 The Executive Council shall establish a framework for evaluating Members' participation in learning and excellence initiatives.

8.4.2 Where a Member is found persistently inactive or negligent in pursuit of excellence, the Executive Council may:

- a. Issue a formal caution and prescribe corrective programs of participation;
- b. Suspend eligibility for leadership or representation until compliance is demonstrated;
- c. In cases of continued neglect, refer the matter to the Supreme Council for disciplinary consideration.

## 8.5 Alignment with FGI Ventures Ltd.

8.5.1 Learning and excellence obligations extend to the platforms and initiatives of **FGI Ventures Ltd.**, which shall serve as a key partner in training, mentorship, and leadership development.

8.5.2 Members are required to respect and utilise the opportunities for education and skill advancement facilitated by the Parent Company, thereby strengthening the shared ecosystem.

## 8.6 Recognition and Advancement

8.6.1 Members who consistently embody the culture of excellence and contribute to the intellectual



growth of the Club shall be recognised and prioritised for leadership positions, mentorship roles, and external representation.

8.6.2 Special honours, certificates, or awards of merit may be conferred upon such Members as determined by the Executive Council.

### **8.7 Binding Effect**

By reason of membership, every Member affirms their duty to pursue excellence, to challenge and educate, and to reject all forms of mediocrity, thereby sustaining the Club as a launchpad for builders and leaders.

## **Article IX – The Respect & Discretion Standard: “Exclusive Doesn’t Mean Arrogant”**

### **9.1 Declaration of Principle**

Whereas the Founders, notwithstanding their achievements, maintained humility, respect, and discretion in all dealings, it is hereby declared that the exclusivity of the Club shall never be interpreted as license for arrogance, elitism, or disrespect. Respect and discretion shall stand as essential hallmarks of membership.

### **9.2 Scope of Obligation**

9.2.1 Each Member shall:

- a. Extend respect to all Members, regardless of seniority, background, or belief, upholding dignity in all interactions;
- b. Conduct discussions and deliberations with civility, honour, and openness to diverse perspectives;
- c. Preserve confidentiality concerning internal matters, records, or discussions of the Club, save where disclosure is expressly authorised;
- d. Represent the Club in external engagements with humility, grace, and discretion;
- e. Refrain from gossip, defamation, or careless speech that undermines trust or cohesion.



### 9.3 Prohibited Conduct

9.3.1 It shall constitute a breach of this Standard for a Member to:

- a. Engage in arrogance, condescension, or disrespectful conduct toward fellow Members, partners, or stakeholders;
- b. Disclose confidential information without proper authorisation;
- c. Spread gossip, rumours, or unverified information that may harm the reputation or cohesion of the Club;
- d. Exploit the exclusivity of membership as a tool of intimidation, manipulation, or self-promotion.

### 9.4 Enforcement and Accountability

9.4.1 The Executive Council shall monitor Member conduct in respect of civility, discretion, and confidentiality.

9.4.2 Where breaches occur, the Executive Council may:

- a. Issue a written reprimand and require a formal apology;
- b. Suspend the Member's privileges in sensitive discussions or forums;
- c. In cases of grave breach (e.g., betrayal of confidential information), refer the matter to the Supreme Council for disciplinary measures, including suspension or termination of membership.

### 9.5 Alignment with FGI Ventures Ltd.

9.5.1 Respect and discretion shall extend to dealings with **FGI Ventures Ltd.**, its partners, and affiliates, ensuring that no Member conducts themselves in a manner that compromises the Company's trust or reputation.

9.5.2 Confidential information obtained through association with the Parent Company shall be subject to the same standard of protection and discretion.

### 9.6 Recognition and Advancement

9.6.1 Members who embody humility, discretion, and respect in their service shall be recognised as models of Club culture.

9.6.2 Such Members shall be considered for sensitive advisory roles, ambassadorial representation, or positions of trust within the Supreme Council.

### 9.7 Binding Effect

By acceptance of membership, every Member binds themselves to the ethic that exclusivity shall never be arrogance, and that respect, humility, and discretion shall govern all their interactions within and without the Club.

Here is the **Charter-ready legal draft for Article X (Brand & Image Standard)**:

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## Article X – The Brand & Image Standard: “This Club is a Brand”

### 10.1 Declaration of Principle

Whereas the Club, through its Members and through **FGI Ventures Ltd.**, has established itself as a symbol of youth, innovation, and impact;  
And Whereas the reputation of the Club constitutes one of its most valuable assets;  
It is hereby declared that every Member shall be a custodian of the Club’s brand and image, ensuring that their conduct, appearance, and representation uphold the dignity of the institution at all times.

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### 10.2 Scope of Obligation

10.2.1 Each Member shall:

- a. Conduct themselves, whether in public or private settings, in a manner consistent with the dignity, ethos, and reputation of the Club;
- b. Dress appropriately and in accordance with the official dress codes prescribed for Club events, functions, and public representations;
- c. Uphold standards of etiquette, speech, and behaviour that reflect maturity, professionalism, and humility;
- d. Ensure that their online presence, including use of social media platforms, aligns with the values and reputation of the Club;
- e. Represent the Club in external engagements with decorum, discretion, and respect for the offices they carry.

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### 10.3 Prohibited Conduct

10.3.1 It shall constitute a breach of this Standard for a Member to:

- a. Appear at official Club events or functions in attire inconsistent with prescribed dress codes or in a manner that brings disrepute to the Club;
- b. Engage in behaviour, speech, or displays (whether physical or online) that are offensive,



- disorderly, or inconsistent with the image of the Club;
- c. Use the Club's name, insignia, or association for personal branding, political gain, or ventures without express authorisation of the Executive Council;
- d. Engage in misconduct outside the Club that reasonably undermines its reputation or that of **FGI Ventures Ltd.**

#### **10.4 Enforcement and Accountability**

10.4.1 The Executive Council shall regulate and enforce standards of brand and image, including issuance of official dress codes and event protocols.

10.4.2 Breaches of this Standard may attract the following measures:

- a. Verbal or written reprimand;
- b. Temporary exclusion from official functions;
- c. Public censure within the Club where reputational harm has occurred;
- d. Referral to the Supreme Council for disciplinary action, including suspension or termination of membership, in cases of grave misconduct.

#### **10.5 Alignment with FGI Ventures Ltd.**

10.5.1 Members shall recognise that the brand of the Club is inseparable from the reputation of **FGI Ventures Ltd.**, and that conduct harmful to one injures the other.

10.5.2 Members representing the Parent Company through Club initiatives shall uphold the same standard of professionalism, dignity, and discretion expected within the Club.

#### **10.6 Recognition and Advancement**

10.6.1 Members who exemplify excellence in representation, image, and public conduct shall be designated as Ambassadors of the Club and considered for external representation, honorary recognition, and leadership advancement.

10.6.2 The Club may from time to time confer distinctions or awards for Members who carry its image with distinction in public domains.

#### **10.7 Binding Effect**

By virtue of their membership, all Members bind themselves to the principle that they are living embodiments of the Club's brand, and that their conduct, attire, speech, and



representation must consistently honour the name and legacy of the Club and its Parent Company.

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TFGI



Code of conduct

Growth In Unity

**FGI** ALL CONNECT  
ALL IN ONE