



MEMORANDUM OF UNDERSTANDING AND ACCEPTANCE TO SIGN THE FRANCHISE AGREEMENT

This Memorandum of Understanding (“**MoU**”) is made and entered into on 06 day of October, 2025, by and between:

Unsung Heroes Foundation (KRS 0001020541), a non-profit organization, with its registered office at 18 Twarda Street, 00-105 Warsaw, Poland, represented by the President of the Board, **Radosław Wierzbicki** (hereinafter “**Foundation**”),

and

Mr. Jibile Silvestre, acting on behalf of a social organization to be registered under Kenyan law, to be named **Unsung Heroes Kakuma** (hereinafter “**Franchisee**”).

Collectively referred to as the “**Parties.**”

1. PURPOSE

This Memorandum of Understanding (“**MoU**”) sets out the understanding between the Parties regarding the establishment of **Unsung Heroes Kakuma**, operating under the **Unsung Heroes** brand, and confirms the Franchisee’s **acceptance to enter into a formal Franchise Agreement** in the future. The **MoU** also establishes practical guidelines for cooperation, operational responsibilities, and reporting prior to the formal agreement.

2. INTENDED COLLABORATION

1. **Unsung Heroes Kakuma** will operate under a license to use the name **Unsung Heroes, UH, Unsung Heroes Kakuma**, and related branding elements.
2. The Franchisee will collaborate with the Foundation on projects implemented in Kenya and participate in grant applications prepared by the Foundation.
3. The Foundation will provide guidance, training, templates, branding materials, and access to digital communication tools.
4. Both Parties agree to maintain regular communication for project coordination, reporting, and promotion.
5. Local project proposals by the Franchisee must be reviewed and approved by the Foundation prior to implementation.

3. FINANCIAL UNDERSTANDING

1. The Franchisee agrees to transfer **5% of all funds raised** in Kenya to the Foundation as a franchise fee under the forthcoming formal agreement.
2. Accurate financial records of all funds raised, including donations, grants, and sponsorships, will be maintained by the Franchisee.
3. **Quarterly reports** will be submitted to the Foundation and include:
 - Detailed financial statements
 - Project implementation summaries
 - Beneficiary and impact metrics
4. The Foundation may request additional documentation or audits to ensure compliance.

4. TERM OF UNDERSTANDING

1. This MoU remains in effect until a formal Franchise Agreement is signed.
2. The formal Franchise Agreement is intended for an initial period of **three (3) years**, extendable to **fifty (50) years** upon mutual agreement.

5. INTELLECTUAL PROPERTY AND BRAND USAGE

1. All branding, logos, and materials remain the property of the Foundation.
2. The Franchisee may use the Brand solely for **Unsung Heroes Kenya** activities, following the Foundation's guidelines.
3. Public communications, marketing, and promotional activities require prior approval from the Foundation.
4. Modification, sub-licensing, or third-party use of the Brand is prohibited without written consent.

6. ACCESS TO COMMUNICATION AND TOOLS

1. The Franchisee will receive access to official email accounts, shared document platforms, and other digital tools necessary for operations.
2. Tools must be used solely for operational purposes and in compliance with the Foundation's policies.
3. The Franchisee is responsible for secure management of accounts and correspondence.

7. OPERATIONAL RESPONSIBILITIES

The Franchisee shall:

1. Register **Unsung Heroes Kakuma** under Kenyan law and comply with all local regulations.
2. Implement projects ethically and according to the Foundation's standards.
3. Provide quarterly updates on activities, challenges, and successes, including supporting documentation.
4. Collaborate with the Foundation to enhance local project strategies, fundraising, and community engagement.

8. ACCEPTANCE TO SIGN FORMAL FRANCHISE AGREEMENT

1. By signing this MoU, the Franchisee confirms its **intention and willingness** to enter into a formal Franchise Agreement with the Foundation.
2. The formal Franchise Agreement will define all operational, financial, reporting, and legal obligations.

9. CONFIDENTIALITY

The Franchisee agrees to maintain confidentiality regarding all internal information, donor data, project plans, and financial data shared by the Foundation during the MoU period.

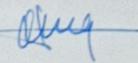
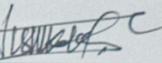
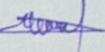
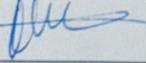
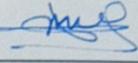
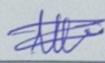
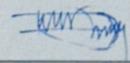
10. ATTACHMENTS

1. Scan of the valid ID card.
2. Branding guidelines and logo files
3. Templates for quarterly reports

<p>For Unsung Heroes Foundation</p> <p>Name: Radosław Wierzbicki Title: President of the Board Date: 06 / Oct / 2025</p>	<p>For Unsung Heroes Kenya</p> <p>Name: Jibile Silvetre Title: President of the Board Date: 06 / Oct / 2025</p>
<p><i>Radosław Wierzbicki</i></p>	

UNsung HEROES KENYA MEMBERS LIST

1. This constitution was adopted by the founding members of Unsung Heroes Kenya on 10th/October/2025. Names and signatures of founding members shall be recorded as follows:
2. Members List A register shall be maintained listing each member's name, identification, date of joining, and signature.

S/n	Names	Gender	I'd/serial No	Nationality	Joining date	Signature
01	Jubile Silvestre	Male	845-00229162	Congolese	2 nd -may-2025	
02	Lebon Baraka	Male	845-00363819	Congolese	8 th . May-2025	
03	Zezo Lemba Riphine	Female	845-00179740	Congolese	-Aug-2025	
04	Lukogo Melanie	Female	845-00385417	Congolese	-Aug-2025	
05	Christine Fazili	Female	845-00363820	Congolese	-Aug-2025	
06	Espoir Uwineza	Female	10279375	Congolese	18 - sept-2025	
07	Deng Nyang	Male		S.Sudanese	07 - 09 - 2025	
08	Ahmed Zahrah	Female	539262	Somali	Octo-2025	
10	Deka Hussein	Female		Somali	Octo-2025	

Unsung Heroes Kenya – Quarterly report

Reporting Period: ___ / ___ / 20__ to ___ / ___ / 20__

Submitted by: Jubile silvestre

Position/Title: Country lead

1. Executive summary

Provide a brief overview of activities and achievements during the reporting period (max 200 words).

2. Project updates

Project Name	Description	Start Date	End Date	Status	Key Achievements	Challenges / Issues
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3. Beneficiary data

Project Name	Target Beneficiaries	Actual Beneficiaries	Demographics (age/gender/etc.)
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4. Financial report

Category	Budgeted Amount (USD)	Actual Amount (USD)	Notes
Income / Donations			
Grants			
Sponsorships			
Expenses			
Project Materials			
Salaries / Stipends			
Administration			

Miscellaneous

Total

Franchise Fee to Foundation (5% of funds raised): \$ _____

5. Marketing & outreach

- Activities conducted:

- _____
- _____

- Media coverage / Social media engagement:

- _____
- _____

6. Challenges & lessons learned

Describe challenges faced during the quarter and lessons learned for future planning:

- _____
- _____

7. Plans for next quarter

Outline key activities, targets, and objectives for the next quarter:

- _____
- _____

Submitted by: _____

Date: ___ / ___ / 20__

Approved by Unsung Heroes Foundation
