UBUNTU IMPACT LABS LIMITED

Company No. PVT-OWYFAZ2Z

THE CLUB500 PROJECT

COMMUNITY CLUB GOVERNANCE & ENGAGEMENT BY-LAWS

A framework for Clubs participating in the Club500 Project under Ubuntu Impact Labs Limited

Version 1.0

Governed by the Laws of the Republic of Kenya

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Programme Operator: Ubuntu Impact Labs Limited (Company No. PVT-OWYFAZ2Z), a private limited company incorporated in Kenya on 3 September 2026, with its registered office at Palm Court, Ngong Road, Dagoretti, Nairobi, and postal address P.O. Box 37552-00100 G.P.O. Nairobi, acting for itself and for its Club500 programme.

PREAMBLE

These By-Laws establish the governance, ownership, operational, financial, technological, commercial and stakeholder framework governing football clubs participating in the Club500 Project under Ubuntu Impact Labs Limited.

Club500 is designed to transform community football clubs into sustainable community-owned commercial entities capable of generating revenue, creating employment, developing football talent and delivering economic and social value within their communities.

Every participating Club shall remain a community football institution whose identity, history, supporters and community interests shall be protected.

The relationship between the Club and Ubuntu Impact Labs Limited shall be governed by these By-Laws, any signed Club500 participation agreement, applicable Kenyan law, and any other approved policies adopted by the Club500 Project.

ARTICLE 1
DEFINITIONS

For purposes of these By-Laws:

1.1 **"Club"** means a community football club participating in the Club500 Project.

1.2 **"Club500"** means the football club management, commercialisation, technology and financial inclusion initiative operated under Ubuntu Impact Labs Limited.

1.3 **"Ubuntu"** or **"Ubuntu Impact Labs Limited"** means Ubuntu Impact Labs Limited, a private limited company incorporated in Kenya under the Companies Act, 2015, Company Number **PVT-OWYFAZ2Z**, registered on **3 September 2026**, whose registered office is at **Palm Court, Ngong Road, Dagoretti, Nairobi**, and whose postal address is **P.O. Box 37552-00100 G.P.O. Nairobi**. Ubuntu acts for itself and for its **Club500 programme** and is responsible for providing and/or coordinating Club500 technology, systems, commercialisation, partnerships, technical support and other agreed services.

1.4 **"Community"** means the supporters, fans, members, residents, stakeholders and other persons who collectively constitute the social and economic community of the Club.

1.5 **"Community Ownership"** means the principle that the Club exists for the benefit of its community and that its identity, history, assets and economic opportunities shall be managed in accordance with these By-Laws and applicable law.

1.6 **"Club Representatives"** means the authorised representatives of the Club.

1.7 **"Club Admin"** means the person responsible for administration and coordination of Club500 activities at Club level.

1.8 **"Club Wallet/Account"** means the approved financial account, wallet, SACCO account, bank account or other financial facility designated for the Club.

1.9 **"Club500 Platform"** means technology systems, websites, applications, dashboards, payment systems, databases and other digital infrastructure provided or managed for the Club.

1.10 **"Revenue"** means all income generated through Club500-enabled activities or other approved Club activities.

1.11 **"Pillars"** means the eight strategic areas through which Club500 supports participating Clubs.

ARTICLE 2
PURPOSE AND OBJECTIVES

The objectives of the Club500 framework are to:

(a) Transform community football clubs into sustainable economic institutions;

(b) Increase club revenues through multiple commercial activities;

(c) Create employment opportunities within and around football clubs;

(d) Improve governance, accountability and legal compliance;

(e) Enable clubs to access technology and digital services;

(f) Build stronger relationships between clubs and their fans;

(g) Develop commercial partnerships and sponsorship opportunities;

(h) Improve football infrastructure and club facilities;

(i) Support player welfare, health, nutrition and medical services;

(j) Develop media, branding and broadcasting opportunities;

(k) Create opportunities for community wealth creation; and

(l) Establish transparent systems for management of Club finances and assets.

ARTICLE 3
THE EIGHT CLUB500 PILLARS

3.1 Every participating Club shall progressively be developed through the following eight strategic pillars:

3.2 Pillar 1 — Legal, Governance & Compliance

Governance structures, registration, documentation, policies, leadership, accountability, dispute resolution and compliance.

3.3 Pillar 2 — Community Ownership & Stakeholders

Fans, members, supporters, community participation, membership, ownership structures and stakeholder engagement.

3.4 Pillar 3 — Technology & Data

Club500 technology, digital identity, databases, financial systems, club management systems, e-commerce and data management.

3.5 Pillar 4 — Finance & Financial Inclusion

Club accounts, financial controls, revenue collection, budgeting, payments, savings, credit, SACCO relationships and financial reporting.

3.6 Pillar 5 — Media, Branding & Broadcasting

Club identity, content, social media, photography, broadcasting, podcasts, events, public relations and commercial media.

3.7 Pillar 6 — Health, Medicine & Nutrition

Player medical support, health programmes, nutrition, wellness and access to appropriate healthcare partnerships.

3.8 Pillar 7 — Infrastructure, Construction & Equipment

Playing grounds, training facilities, club offices, changing rooms, equipment, Club-Kitchens and other infrastructure.

3.9 Pillar 8 — Commercialisation, Brands & Enterprise

Sponsorships, e-commerce, merchandising, advertising, events, food businesses, partnerships, fan subscriptions and other revenue-generating enterprises.

ARTICLE 4
CLUB ELIGIBILITY AND PARTICIPATION

4.1 A Club participating in Club500 shall provide truthful and accurate information concerning its identity, leadership, history, location and operations.

4.2 Each Club shall have a recognised leadership structure.

4.3 At minimum, each participating Club shall have four (4) authorised representatives, namely:

(a) the **Chairperson**;

(b) the **Club Administrator**;

(c) the **Secretary**; and

(d) the **Treasurer**.

4.4 The Club may establish additional positions including:

(a) Vice Chairperson;

(b) Organising Secretary;

(c) Technical Director;

(d) Youth Coordinator;

(e) Women's Football Coordinator;

(f) Media/Communications Officer;

(g) Community Engagement Officer;

(h) Commercial Manager;

(i) Welfare Officer; and

(j) Safeguarding Officer.

4.5 Club500 may require additional representatives where necessary for operational, financial, legal or safeguarding purposes.

ARTICLE 5
CLUB LEADERSHIP

5.1 Chairperson

The Chairperson shall:

(a) provide overall leadership to the Club;

(b) represent the Club in official engagements;

(c) chair Club meetings;

(d) ensure compliance with these By-Laws;

(e) ensure that Club assets and interests are protected; and

(f) work with Club500 representatives on strategic matters.

5.2 Club Administrator

The Club Administrator shall:

(a) coordinate day-to-day Club500 activities;

(b) maintain Club records;

(c) coordinate communication between Club500 and the Club;

(d) support onboarding of players, fans and stakeholders;

(e) maintain operational information on the Club500 Platform; and

(f) coordinate meetings and activities.

5.3 Secretary

The Secretary shall:

(a) maintain minutes and official records;

(b) issue meeting notices;

(c) maintain resolutions and correspondence;

(d) maintain the Club's governance documentation; and

(e) support legal and compliance processes.

5.4 Treasurer

The Treasurer shall:

(a) maintain financial records;

(b) monitor Club income and expenditure;

(c) participate in financial approvals;

(d) prepare financial reports;

(e) work with Club500 and approved financial partners; and

(f) ensure Club funds are used only for authorised purposes.

ARTICLE 6
COMMUNITY OWNERSHIP

6.1 All participating Clubs shall be recognised as **Community Clubs** for purposes of the Club500 framework.

6.2 The Community shall be understood to include the Club's fans, supporters, members and other legitimate stakeholders.

6.3 No individual leader shall claim personal ownership of the Club merely because they hold an office.

6.4 Club leadership shall be regarded as stewardship on behalf of the Community.

6.5 Club identity, history, name, colours, symbols, supporter relationships and community reputation shall be protected.

6.6 Any formal ownership structure, shares, membership interests or commercial entity created by a Club shall comply with applicable Kenyan law and shall be documented separately.

6.7 The Club shall not transfer, sell, pledge or permanently dispose of significant Club assets without proper authorisation under its governing documents and applicable law.

ARTICLE 7
COMMUNITY PARTICIPATION

7.1 The Club shall encourage participation of its supporters and the Community in the development of the Club.

7.2 The Club shall establish appropriate mechanisms for:

(a) membership registration;

(b) fan engagement;

(c) community meetings;

(d) feedback;

(e) volunteer participation;

(f) sponsorship;

(g) fan subscriptions; and

(h) community investment where legally permitted.

7.3 Major decisions affecting the long-term identity or ownership structure of the Club should be communicated to the Community through appropriate channels.

7.4 The Club shall maintain a register of recognised members/supporters where legally appropriate.

ARTICLE 8
TECHNOLOGY AND DATA

8.1 Ubuntu Impact Labs Limited/Club500 shall provide or coordinate the technology infrastructure required for the Club500 programme.

8.2 Such infrastructure may include:

(a) club management systems;

(b) club websites;

(c) mobile applications;

(d) digital profiles;

(e) e-commerce systems;

(f) payment systems;

(g) club wallets;

(h) fan databases;

(i) revenue dashboards;

(j) point-of-sale (POS) systems;

(k) reporting systems; and

(l) digital communication tools.

8.3 The Club shall use approved Club500 systems for activities designated by Club500.

8.4 Club leadership shall not deliberately bypass, manipulate or interfere with Club500 technology systems.

8.5 Data shall be collected, stored, processed and shared in accordance with applicable Kenyan data protection laws and relevant agreements.

8.6 Access to Club data shall be controlled according to the responsibilities of each user.

8.7 No Club representative shall sell, transfer or misuse Club or fan data without lawful authority.

8.8 Ubuntu Impact Labs Limited shall implement reasonable security measures for systems under its control.

8.9 Where ownership or control of specific datasets requires clarification, this shall be addressed in the relevant data-processing, participation or technology agreement.

ARTICLE 9
FINANCE AND FINANCIAL MANAGEMENT

9.1 Club Financial Account

Every Club shall establish an approved financial account or wallet through a regulated financial institution or approved financial partner.

9.2 Separation of Funds

Club funds shall not be mixed with personal funds belonging to the Chairperson, Treasurer, Administrator, Secretary, players or other individuals.

9.3 Authorised Signatories

The Club shall maintain approved signatories. As a minimum, the Club shall have multiple authorised representatives participating in financial controls. No single individual should have unrestricted control over Club funds.

9.4 Withdrawals

Withdrawals or transfers from Club accounts shall:

(a) be for an approved Club purpose;

(b) be supported by appropriate documentation;

(c) follow the approved signing mandate; and

(d) be recorded in the Club's financial records.

9.5 Prohibited Withdrawals

Club funds shall not be withdrawn for:

(a) personal expenditure;

(b) unauthorised loans;

(c) personal investments;

(d) political activities without lawful authorisation;

(e) unapproved gifts;

(f) personal debts;

(g) fraudulent transactions; or

(h) any purpose contrary to Club policy or applicable law.

9.6 Revenue Collection

Where Club500 provides payment infrastructure, revenue should be collected through approved digital or financial channels wherever practical.

9.7 Revenue Sharing

Where a Club500 commercial activity has an agreed revenue-sharing arrangement, the applicable percentage shall be documented in the relevant agreement before implementation.

9.8 Financial Records

The Treasurer shall maintain:

(a) income records;

(b) expense records;

(c) bank/SACCO statements;

(d) receipts;

(e) invoices;

(f) payment records;

(g) contracts;

(h) asset records; and

(i) revenue-sharing statements.

9.9 Budget

The Club should prepare an annual or periodic operating budget covering:

(a) football operations;

(b) player welfare;

(c) administration;

(d) infrastructure;

(e) marketing;

(f) technology;

(g) community activities; and

(h) other approved expenses.

9.10 Financial Reporting

The Treasurer shall provide periodic financial reports to Club leadership and, where required, to the Community and Club500.

ARTICLE 10
COMMERCIAL ACTIVITIES

10.1 Clubs may generate income through multiple revenue streams, including:

(a) fan subscriptions;

(b) e-commerce;

(c) merchandise;

(d) sponsorship;

(e) advertising;

(f) events;

(g) food and Club-Kitchen operations;

(h) media;

(i) broadcasting;

(j) partnerships;

(k) tickets;

(l) membership;

(m) player development; and

(n) other approved enterprises.

10.2 All commercial agreements entered into in the name of the Club must be authorised by the Club's leadership and comply with applicable law.

10.3 No individual may represent that they have authority to enter a commercial agreement on behalf of the Club when they do not.

10.4 All material commercial partnerships should be documented in writing.

10.5 Club500 may facilitate commercial opportunities for Clubs and may establish standard commercial terms for particular programmes.

ARTICLE 11
MEDIA, BRANDING AND COMMUNICATION

11.1 The Club shall protect its official name, colours, logo, history and brand identity.

11.2 Official Club communication shall be managed by authorised persons.

11.3 The Club shall not publish false, defamatory, discriminatory or deliberately misleading information.

11.4 Club500 may support:

(a) social media;

(b) photography;

(c) video;

(d) podcasts;

(e) livestreaming;

(f) broadcasting;

(g) press relations;

(h) brand development; and

(i) content creation.

11.5 Commercial use of Club intellectual property shall be governed by appropriate agreements.

ARTICLE 12
HEALTH, MEDICINE AND NUTRITION

12.1 Clubs shall promote player welfare and safe participation in football.

12.2 Where available, Club500 may facilitate access to:

(a) medical partners;

(b) health professionals;

(c) nutrition programmes;

(d) fitness programmes;

(e) insurance;

(f) first aid; and

(g) player welfare services.

12.3 Medical information shall be treated confidentially and handled according to applicable law.

12.4 No Club representative shall provide medical treatment beyond their qualifications.

ARTICLE 13
INFRASTRUCTURE AND EQUIPMENT

13.1 Clubs shall maintain reasonable standards for playing and training facilities.

13.2 Club500 may facilitate infrastructure and equipment partnerships.

13.3 Any asset provided to a Club shall be accompanied by documentation specifying:

(a) ownership;

(b) custody;

(c) use;

(d) maintenance;

(e) insurance where applicable;

(f) transfer conditions; and

(g) replacement responsibilities.

13.4 Club equipment shall not be sold, transferred or personally appropriated without proper authority.

ARTICLE 14
LEGAL AND REGULATORY COMPLIANCE

14.1 Every Club shall work toward obtaining and maintaining appropriate registration and documentation.

14.2 Depending on its structure, this may include:

(a) Club registration;

(b) constitution;

(c) minutes;

(d) membership records;

(e) tax documentation;

(f) bank/SACCO documentation;

(g) county permits;

(h) employment documentation;

(i) contracts; and

(j) regulatory approvals.

14.3 Club500 may provide or facilitate legal support, templates and compliance assistance.

14.4 Each Club remains responsible for ensuring that its activities comply with applicable law.

14.5 Where a Club operates a commercial enterprise, the appropriate legal and tax structure shall be established.

ARTICLE 15
EMPLOYMENT AND HUMAN CAPITAL

15.1 Club500 shall encourage Clubs to become employment-generating institutions.

15.2 Potential Club positions may include:

(a) Club Administrator;

(b) Finance Officer;

(c) Media Officer;

(d) Commercial Officer;

(e) coaches;

(f) scouts;

(g) groundskeepers;

(h) security personnel;

(i) kitchen staff;

(j) sales personnel;

(k) digital officers; and

(l) community officers.

15.3 Employees shall receive appropriate appointment letters or contracts.

15.4 Employment shall comply with applicable Kenyan labour laws.

15.5 Volunteers shall not automatically be considered employees unless the relevant legal relationship exists.

ARTICLE 16
CONFLICT OF INTEREST

16.1 Club leaders shall disclose material conflicts of interest.

16.2 A Club representative shall not use their position to obtain an undisclosed personal benefit from Club resources.

16.3 A representative with a material conflict should disclose the conflict and, where appropriate, abstain from the relevant decision.

16.4 Related-party transactions should be documented and approved through an appropriate process.

ARTICLE 17
ANTI-FRAUD AND FINANCIAL INTEGRITY

17.1 Fraud, theft, misappropriation, falsification of records and unauthorised use of Club assets are prohibited.

17.2 Allegations of misconduct shall be handled through a fair process.

17.3 No individual shall be publicly declared guilty of misconduct before an appropriate investigation or process.

17.4 Where credible concerns arise, the Club may temporarily restrict access to financial systems while an investigation is conducted.

17.5 Serious suspected criminal conduct may be referred to the appropriate authorities.

ARTICLE 18
MEETINGS AND DECISION-MAKING

18.1 The Club leadership shall meet regularly.

18.2 Meetings shall have an agenda and minutes.

18.3 Material financial, ownership and commercial decisions shall be documented.

18.4 Decisions should, where practical, be made collectively rather than by one individual.

18.5 The Club shall maintain a register of resolutions.

ARTICLE 19
AUTHORITY TO REPRESENT THE CLUB

19.1 Only authorised representatives may represent the Club in official dealings.

19.2 No person shall:

(a) sign contracts without authority;

(b) borrow money in the Club's name without approval;

(c) promise Club assets;

(d) commit the Club to financial obligations;

(e) appoint agents; or

(f) enter sponsorship agreements;

without appropriate authority.

19.3 Club500 may require written confirmation of authorised representatives before onboarding certain services.

ARTICLE 20
RELATIONSHIP WITH UBUNTU IMPACT LABS

20.1 Ubuntu Impact Labs Limited shall serve as the implementing and coordinating organisation for the Club500 programme.

20.2 Ubuntu Impact Labs Limited may provide or facilitate:

(a) technology;

(b) data systems;

(c) financial infrastructure;

(d) commercial partnerships;

(e) media;

(f) branding;

(g) legal support;

(h) health partnerships;

(i) infrastructure partnerships;

(j) training; and

(k) business development.

20.3 Ubuntu Impact Labs Limited shall not automatically become the owner of the football identity of a participating Club merely because it provides Club500 services.

20.4 The specific rights of Ubuntu Impact Labs Limited and the Club concerning intellectual property, technology, revenue sharing, commercial contracts, data and assets shall be set out in appropriate agreements.

20.5 Club500 may suspend specific services where a Club materially breaches its obligations, subject to applicable agreements and law.

ARTICLE 21
PARTNERSHIPS AND THIRD PARTIES

21.1 Club500 may introduce partners to participating Clubs.

21.2 Clubs shall cooperate in good faith with approved Club500 partners.

21.3 No Club shall be required to accept a partnership that conflicts with its governing documents, applicable law or previously agreed contractual obligations.

21.4 All major partnerships should clearly identify:

(a) the parties;

(b) the scope;

(c) the duration;

(d) the financial terms;

(e) the responsibilities;

(f) intellectual property;

(g) termination; and

(h) dispute resolution.

ARTICLE 22
SAFEGUARDING AND NON-DISCRIMINATION

22.1 Clubs shall promote a safe environment for players, officials, fans, volunteers and staff.

22.2 Harassment, intimidation, violence, discrimination and abuse shall not be tolerated.

22.3 Clubs working with minors shall comply with applicable safeguarding requirements.

22.4 Reports of serious safeguarding concerns shall be handled promptly and confidentially.

ARTICLE 23
DISCIPLINE AND BREACH

23.1 A Club or representative may be considered in breach where they:

(a) misappropriate Club funds;

(b) deliberately falsify records;

(c) misuse Club500 systems;

(d) misuse fan or Club data;

(e) enter unauthorised contracts;

(f) misrepresent Club500 or Ubuntu Impact Labs Limited;

(g) deliberately obstruct financial accountability;

(h) commit serious misconduct; or

(i) repeatedly violate these By-Laws.

23.2 Possible corrective measures may include:

(a) a warning;

(b) a written undertaking;

(c) training;

(d) corrective action;

(e) temporary restriction of system access;

(f) suspension from a specific Club500 programme;

(g) removal of an authorised representative; or

(h) termination of participation, subject to applicable agreements.

23.3 Disciplinary measures shall follow a fair and documented process.

ARTICLE 24
DISPUTE RESOLUTION

24.1 Disputes should first be resolved through internal dialogue.

24.2 Where necessary, the parties shall appoint an independent mediator or agreed neutral person.

24.3 If mediation fails, the dispute may proceed to the dispute-resolution mechanism contained in the relevant agreement.

24.4 Nothing in these By-Laws prevents a party from seeking lawful remedies where required.

ARTICLE 25
AMENDMENTS

25.1 These By-Laws may be amended as the Club500 programme develops.

25.2 Proposed amendments should be communicated to participating Clubs.

25.3 Material amendments shall be approved through the appropriate Club500 governance process.

25.4 Where an amendment affects the legal rights or obligations of a Club, the relevant participation agreement should also be updated.

ARTICLE 26
TRANSPARENCY

26.1 Club500 and participating Clubs shall promote:

(a) transparency;

(b) accountability;

(c) proper record keeping;

(d) financial integrity;

(e) community participation;

(f) responsible leadership;

(g) data protection; and

(h) respect for contractual obligations.

ARTICLE 27
PRINCIPLE OF STEWARDSHIP

27.1 Every Club leader, employee, volunteer and representative shall understand that their role is one of **stewardship rather than personal ownership**.

27.2 Club resources, opportunities, relationships and assets shall be managed for the long-term benefit and sustainability of the Club and its Community.

ARTICLE 28
ADOPTION

28.1 These By-Laws shall become effective upon adoption by the Club and acceptance into the Club500 programme, subject to any separate participation agreement.

28.2 Each Club shall maintain a copy of the By-Laws and communicate the key provisions to its leadership and relevant stakeholders.