ATTACHEE / INDUSTRIAL TRAINING AGREEMENT & DATA PROTECTION CONSENT

This Agreement is made pursuant to the laws of Kenya, including the Data Protection Act, 2019, and shall be legally binding upon acceptance.

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1. PARTIES

This Agreement is entered into between:

Gadget Station & Techguard Services Limited, trading as GS TechGuard Services, a company duly registered and operating under the laws of Kenya (hereinafter referred to as "the Company"),

AND

The Attachee / Trainee, whose personal details are provided in the application and acceptance records (hereinafter referred to as "the Attachee").

2. PURPOSE OF ATTACHMENT

1. The attachment is for training, exposure, and academic fulfillment purposes only.
2. The Company does not guarantee employment, remuneration, or future engagement.
3. The Attachee acknowledges that training activities may involve real projects, learning environments, and internal systems.

3. NATURE OF RELATIONSHIP

1. This Agreement does not create an employment relationship, partnership, agency, or contractual employment obligation.
2. The Attachee shall not be entitled to:
    - Salary or wages
    - Employment benefits
    - Compensation beyond what is expressly communicated in writing

4. ATTACHEE OBLIGATIONS & CONDUCT

The Attachee agrees to:

1. Act professionally, ethically, and responsibly at all times.
2. Comply with Company rules, policies, and lawful instructions.
3. Maintain confidentiality of all:
    - Business processes
    - Client data
    - Internal documents
    - Systems and intellectual property
4. Avoid actions that may expose the Company to reputational, legal, or financial risk.

5. CONFIDENTIALITY & INTELLECTUAL PROPERTY

1. All work, materials, designs, systems, documentation, or ideas created during attachment shall remain the exclusive property of the Company.
2. The Attachee shall not reproduce, distribute, publish, or commercialize Company materials without written consent.
3. Confidentiality obligations survive termination or completion of the attachment.

6. DATA PROTECTION & PRIVACY (KENYA DATA PROTECTION ACT, 2019)

6.1 Lawful Data Collection

The Attachee expressly consents to the collection and processing of personal data including:

- Full name, contacts, academic records
- Identification documents (where applicable)
- Images, videos, attendance records
- Performance reports and communication records

Such data shall be collected lawfully, fairly, and transparently.

6.2 Purpose Limitation

Personal data shall be processed strictly for:

- Attachment administration
- Training, reporting, and institutional verification
- Marketing and promotional purposes (where consent is granted)
- Legal and compliance obligations

6.3 Media (Image & Video) Consent

1. The Attachee irrevocably consents to the capture and use of photographs, audio, and video recordings.
2. Such media may be used for:
    - Marketing and branding
    - Website and social media content
    - Training and internal documentation
3. The Attachee waives any future claims relating to ownership, compensation, or misuse, provided the use is lawful and non-defamatory.

6.4 Data Retention & Deletion

1. Rejected Applicants:
   Where an application is unsuccessful, all personal data shall be permanently deleted.
2. Approved but Not Joining:
   Where an applicant is approved but does not join and formally notifies the Company, all personal data shall be deleted.

3. Failure to Notify:
   Where an approved applicant fails to join without notification, the Company shall not be liable for any temporary retention of data required for administrative purposes.
4. Completed Attachments:
   Data may be retained for lawful purposes, including compliance, audits, and institutional verification.

6.5 Data Subject Rights

The Attachee acknowledges their rights under the Data Protection Act but agrees that such rights shall be exercised in a manner that does not interfere with lawful business operations.

7. TERMINATION & WITHDRAWAL

1. The Company may terminate the attachment at any time due to:
   - Misconduct
   - Breach of Agreement
   - Operational reasons
2. The Attachee may withdraw by written notice.
3. Upon termination, access to Company premises, systems, and data shall cease immediately.

8. LIMITATION OF LIABILITY

1. The Company shall not be liable for:
   - Personal loss or injury not caused by its gross negligence
   - Loss of personal items
   - Academic consequences arising from the Attachee's conduct
2. The Attachee agrees to indemnify and hold harmless the Company against claims arising from:
   - Misuse of systems
   - Breach of confidentiality
   - Unlawful conduct

9. DISCLAIMER

The Attachee participates in the attachment at their own risk and acknowledges that the Company provides training on an "as-is" basis.

10. GOVERNING LAW & DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws of Kenya.
2. Any dispute shall be resolved amicably, failing which it shall be referred to courts of competent jurisdiction in Kenya.

11. SEVERABILITY

If any provision is held invalid, the remaining provisions shall remain enforceable.

12. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and overrides any prior discussions or representations.

13. ACCEPTANCE & EXECUTION

This Agreement becomes binding upon:

- Physical signature OR
- Digital acceptance (online form, email confirmation, or system acknowledgment)

FOR GADGET STATION & TECHGUARD SERVICES LIMITED (T/A GS TECHGUARD SERVICES)

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHEE

Full Name: _____

Institution: _____

ID / Registration No: _____

Signature: _____

Date: _____