



(1) Internal Governance Charter

Entity:

Project Vi (Single-Member LLC) — **Version:** v1.0

Purpose:

Clear roles, decision-rights and oversight for a startup; readiness to convert into an SJSC within ~[12] months.

Principles:

Compliance with KSA laws; lean processes; transparency.

Roles:

Managing Director (Hasan Homran); Advisory Partners (non-signatory unless delegated); Compliance Lead; Security Lead.

Decision-Making:

Operational per DoA; strategic per Reserved Matters; monthly consultative review (60 min).

Conflicts & Integrity:

Pre-disclosure and recusal; anti-bribery adherence.

Reporting:

Monthly KPI pack; quarterly risk review (Top-20 with owners).

Conversion to SJSC:

Approve Board terms, Reserved Matters and basic committee charters \geq [90] days before conversion.



(2) Delegation of Authority (DoA) Matrix

Action	≤ [10,000] SAR	>[10,000]–[50,000] SAR	>[50,000] SAR or term > 12 months
Procurement & Supply Contracts	Single sign (MD)	Second written approval	Dual approval + legal skim
Employment Agreements	MD	MD + Compliance/Qiwa check	Dual approval
Local Bank Transfers	MD	MD + Compliance notice	Dual approval
Cross-border Transfers	—	—	Mandatory dual approval
Related-Party Agreements	—	—	Dual approval + conflict disclosure
Strategic Contract Amend/Terminate	—	Dual approval	Dual approval



(3) Reserved Matters

Effective upon SJSC conversion; applied now as guidance:

1. Equity issuances/buy-backs; capital changes; ESOP.
2. Borrowing above [X] SAR; security over assets; guarantees.
3. Strategic agreements; contracts > [X] SAR or > 12 months.
4. Entering regulated activities (finance/payments) or Sandbox applications.
5. Related-party transactions (incl. Vizier) above [X] SAR.
6. Material change to business model/pricing; major asset sales.
7. HR long-term incentives and key policies.



(4) Privacy & Data Protection Notice

- **Data processed:** Identification/contact, business/billing, support logs, integration artifacts.
- **Purposes & legal bases:** Contract performance; legal obligations; consent where required.
- **Hosting & retention:** Customer data hosted in **KSA** via local providers; records retained for **no less than** statutory periods (e.g., VAT records).
- **Sharing & processors:** Processors bound by a **DPA**; sub-processors only with consent.
- **Data subject rights:** Access/rectification/erasure/restriction; complaint to the competent authority.
- **Security:** MFA, encryption in transit, tested backup, vulnerability management.
- **Cross-border transfers:** Not performed unless compliant mechanisms are in place.
- **Contact:** [privacy@projectvi.io]



(5) Data Processing Agreement (DPA)

Parties: Project Vi (Controller) and [Processor].

- 1) Subject/Term: processing for [—] during the contract term.
- 2) Nature/Scope: [integration/hosting/support].
- 3) Data/Subjects: ID/contact/billing; customers/users/employees.
- 4) Processor Duties: follow written instructions; confidentiality; security TOMs; no sub-processors without consent; assist with rights; breach notice within [72] hours; delete/return on termination; allow reasonable audits.
- 5) Security: documented TOMs (Annex A).
- 6) Cross-border: prohibited unless lawful mechanisms + controller approval.
- 7) Liability: per main contract without prejudice to statutory obligations.

Annexes: (A) TOMs; (B) Sub-processors; (C) Breach notice form.



(6) Record of Processing Activities (ROPA) Template

#	Processing	Purpose	Legal Basis	Data Categories	Subjects	Recipients/Processors	Storage Location	Cross-border	Retention	Security
1	Customer contracting	Contract	Contract/Legal	ID/Contact/Billing	Customers	[Billing provider]	KSA	No	[≥ statutory]	Encryption/Access logs
2	Support	Service delivery	Legit. interest	Ticket logs	Customers	[Support provider]	KSA	No	[—]	MFA/Logging



(7) Basic Cybersecurity Policy

- 1) Accounts & Access: MFA mandatory; least privilege; periodic reviews.
- 2) Assets & Backup: asset inventory; weekly tested backup; periodic restore tests.
- 3) Data Protection: encryption in transit; at-rest where feasible.
- 4) Vulnerability Mgmt: monthly patching; quarterly scans; remediation plans.
- 5) Vendor Mgmt: due diligence; DPA; reasonable audit rights.
- 6) Incident Response: internal notice within 24h; incident lead; documentation; regulatory/customer notices as required.
- 7) Awareness: annual training; semi-annual phishing test.



(8) Records Retention & Archiving Policy

Scope: accounting, invoices, contracts, HR, technical logs.

Principles: retain no less than statutory periods; KSA residency where required; auditability.

Schedules:

- Finance/Tax/VAT: \geq [6] years from end of tax period.
- Commercial contracts: term + [5] years.
- HR files: employment + [5] years.
- Tech logs/access: [12–24] months.

Secure disposal: approved procedure with destruction log.



(9) Brief Internal Work Rules

Brief Internal Work Rules — for Qiwa documentation

- 1) Hours/mode: [8] hours daily; hybrid; scheduled presence.
- 2) Leave: annual/sick/public per law; e-request workflow.
- 3) Pay & benefits: via WPS; bonuses/allowances per contract.
- 4) Conduct: integrity, confidentiality, InfoSec, conflicts of interest.
- 5) Assets & IP: company property; no copying/leakage.
- 6) H&S: incident reporting; remote-work guidelines.
- 7) Discipline: progressive, per law; simple internal committee.
- 8) Grievances: email/form channel; reply within [10] business days.



(10) Employment Agreement (Fixed/Indefinite)

Employment Agreement (Fixed/Indefinite) — Project Vi

Party A: Project Vi

Party B (Employee): [Name], [Nationality], [ID/Iqama]

- 1) Role/Title: [—]
- 2) Place/Mode: [Riyadh/Hybrid]
- 3) Total Pay: [—] SAR monthly + benefits [—]
- 4) Term: [One year renewable/Indefinite] — probation [90] days.
- 5) Hours/Overtime: per law; overtime compensation per policy.
- 6) Leave: annual/sick/public per law.
- 7) Confidentiality & IP: non-disclosure; work product owned by company.
- 8) Non-compete/Non-solicit: [up to 12 months] and [territory], proportionate.
- 9) Termination: lawful grounds; notice/indemnity as applicable.
- 10) Qiwa: contract documented via Qiwa platform.
- 11) Governing Law/Jurisdiction: laws and courts of the Kingdom.

Annexes: (A) Job Description; (B) Remote-Work Policy; (C) Security Policy.