KENHOME™ CORPORATION

A Texas corporation · Wholly-owned subsidiary of The Ravine of Willows, Inc.
The Adolphus Tower · 1412 Main Street, Suite 609 · Dallas, Texas 75202

Codes of Conduct & *Business Integrity Standards*

Building what endures.
Conducting ourselves accordingly.

Version 2.0 · Effective 13 July 2026 · Supersedes Version 1.0 in its entirety
Adopted and issued by **Ekene C. Enemo, Founder & Chief Executive Officer**
Published in English. Additional language editions will be issued as the Company's footprint requires.

A note on this edition. Version 1.0 of this Code described governance bodies and compliance infrastructure that KenHome Corporation does not operate. That was wrong, and this edition corrects it. The standards in this Code are unchanged and remain binding in full. What has changed is that this document now describes accurately who administers those standards, who receives reports, and what has not yet been built. Where a capability does not exist, this Code says so.

FOREWORD

A Letter from the Founder

To everyone who works on a KenHome project, to every subcontractor and supplier who acts on our behalf, to every client who entrusts us with their capital, and to every community whose built environment we touch:

KenHome Corporation is a small company with a long horizon. Today we are a founder-led general contractor in Dallas, Texas, delivering audio-visual, appliance, and fit-out scopes, and building toward integrated delivery of data center, multifamily, mixed-use, and institutional projects. We intend to compete at the highest tier of this industry. We are not there yet.

I want to be precise about why that matters for this document. It would be easy — and it is common — for a young company to publish a code of conduct borrowed from an enterprise fifty times its size, describing committees it does not have and helplines that do not ring. We did exactly that in the first version of this Code. It is corrected here.

The standards in this Code are not aspirational. They bind us today, at our current size, on our current projects. We will refuse work that requires us to compromise them. We will end relationships, including profitable ones, rather than erode them. We will report ourselves where the law and the public interest require it.

What *is* aspirational — and is labeled as such throughout — is the governance architecture that will eventually enforce these standards independently of me. There is no board of directors other than me. There is no audit committee. There is no independent compliance officer, and no third-party ethics helpline. Every report made under this Code today reaches me. I am telling you that plainly, because a reporting channel that misleads the person using it is worse than no channel at all.

> *We are not going to claim capabilities we have not built. The gap between what we say and what is true is the only thing that can destroy this company. I would rather publish a smaller, honest document than a large, impressive one that a single question would expose.*

Read this Code. Apply it. Hold the person next to you to it — and hold me to it. When you cannot get a straight answer from me, Section 28 tells you exactly where else to go, including to authorities outside this company. That is deliberate.

“We build what endures. We conduct ourselves accordingly.”

Ekene C. Enemo

FOUNDER & CHIEF EXECUTIVE OFFICER
KENHOME™ CORPORATION

CONTENTS

What This Code Covers

PART I

Foundation

1 Scope and Application

This Code of Conduct (the “Code”) sets the standards of business integrity for KenHome Corporation (“KenHome” or the “Company”), a Texas corporation wholly owned by The Ravine of Willows, Inc. KenHome Corporation is responsible for the conduct of its own business. Where the Company forms subsidiaries, controlled affiliates, or project entities in future, this Code extends to them on formation.

1.1 Persons and Entities Covered

This Code applies to:

- **KenHome Personnel** — every officer, employee, and contingent worker of KenHome Corporation, regardless of location, position, or seniority. This includes the Founder and Chief Executive Officer, who is bound by this Code in the same terms as everyone else and to a higher standard of accountability, not a lower one.
- **Business Partners** — every subcontractor, supplier, vendor, consultant, agent, broker, and other third party that acts for or on behalf of KenHome, or provides goods or services to KenHome. Business Partners are bound by written commitment in master agreements, subcontracts, and supplier qualification documents.
- **Joint ventures and consortia** in which KenHome holds operational control or is the lead participant. Minority participations are required to operate to standards substantively equivalent to this Code.

1.2 Geographic and Legal Scope

This Code applies wherever KenHome does business. Today that is principally the United States, with the Dallas–Fort Worth metroplex as the Company's operating base. As the Company enters new jurisdictions, this Code applies there from the first day of operations, and jurisdiction-specific requirements will be issued as annexes before work begins.

Where local law sets a higher standard than this Code, the higher standard governs. Where this Code sets a higher standard than local law, this Code governs. No business objective, project deadline, governmental request, client demand, or commercial pressure justifies departure from these standards.

2 Mission, Values, and Operating Convictions

2.1 Mission

> *To build what endures — capital assets, institutions, communities, and a built environment worthy of the generations that will inhabit them.*

2.2 Values

KenHome operates by five values. They are not slogans. They are operating discipline.

Build to Last. We build for horizons measured in generations. Decisions made today must withstand judgment a hundred years from now.

Compete Without Compromise. We compete to win, on the strength of our capability, our pricing discipline, and our reputation for delivery. We do not pay for access. We do not collude. We do not cut corners on safety or quality to recover margin.

Honor Every Commitment. When we sign a contract, we mean it. When we miss, we own it. We do not hide problems behind change orders or claims posturing. We deliver, and where we cannot, we say so early and act accordingly.

Protect People First. No schedule, no cost target, no client demand justifies an unsafe condition or a violation of human dignity. People go home. Always.

Tell the Truth. In bids, in cost reports, in safety logs, in financial disclosure, in client communications, in investigations — and in documents like this one. The truth is faster than the alternative, and it is the only sustainable basis on which we can operate.

2.3 Operating Convictions

- **We separate commercial discipline from generosity.** The Company's operating business runs on commercial discipline. Philanthropy and community uplift are channeled through the KenHome Foundation and the Ekene C. Enemo Global Foundation, never through the operating books.
- **We do not trade integrity for scale.** The size of a contract, the importance of a client, or the strategic value of a market never displaces the standards in this Code.
- **We do not claim what we have not built.** In our marketing, our capabilities statements, our bids, and our governance documents, we describe the Company as it actually is. Overstatement of our capacity, our record, or our infrastructure is a violation of this Code.
- **We treat dignity as non-negotiable.** Every person on a KenHome site — from craft worker to client executive — is treated with the same dignity. Where we cannot guarantee that, we do not work.

3 How We Make Decisions: The KenHome Integrity Test

When the right course of action is unclear, apply the KenHome Integrity Test. Pass all six questions and the action is permitted. Fail any one, and the action stops.

THE SIX QUESTIONS

Is it legal? · **Is it consistent with this Code?** · **Would it stand up to disclosure** to colleagues, clients, regulators, and the public? · **Would I be comfortable** if a journalist reported it tomorrow morning? · **Would we be proud of this decision in five years?** · **If I am wrong, can the Company recover?**

If you cannot answer yes to all six, stop and escalate. KenHome considers escalation a sign of judgment, never of weakness. Proceeding past the Integrity Test without escalation when escalation was warranted is itself a violation of this Code, regardless of whether the underlying action turns out to be permissible.

PART II

Ethical Business Conduct

4 Compliance with Law

KenHome Personnel and Business Partners must comply with all applicable laws, regulations, codes, and permits in every jurisdiction in which they conduct business for the Company. This includes construction licensing and registration; building and life-safety codes; prevailing wage and labor law; immigration and work authorization; occupational health and safety; environmental protection; anti-discrimination; anti-bribery and anti-corruption; antitrust; sanctions and export control; anti-money laundering; data protection; tax; and competition law.

Compliance with the law is the floor, not the ceiling. Conduct that is technically lawful but contrary to the spirit of this Code is itself a violation. KenHome is not in the business of finding legal loopholes that erode trust.

If you become aware of a potential legal violation in connection with KenHome work — whether by KenHome Personnel, a Business Partner, or a counterparty — you must report it under Section 28 without delay.

5 Anti-Bribery and Anti-Corruption

KenHome operates with **zero tolerance for bribery and corruption in any form**. This applies regardless of geography, regardless of local custom, regardless of whether the counterparty is a public official or a private party, and regardless of whether the conduct is initiated by KenHome, demanded by a counterparty, or facilitated through a third party.

5.1 Governing Law

KenHome and all Business Partners must comply with all anti-corruption laws applicable to their conduct, including the **U.S. Foreign Corrupt Practices Act of 1977** (15 U.S.C. §§ 78dd-1 et seq.), the **U.K. Bribery Act 2010**, the **OECD Anti-Bribery Convention** and implementing legislation, the French **Sapin II** law, the Brazilian **Clean Companies Act**, and the anti-corruption legislation of every jurisdiction in which the Company operates. Where this Code is stricter than the statutory minimum, this Code controls.

5.2 What Is Strictly Prohibited

KenHome Personnel and Business Partners must never, directly or indirectly:

- Offer, promise, give, request, or accept any payment, gift, or thing of value to obtain or retain business, secure a permit or license, secure favorable treatment in a tender, influence an official act, or gain any other improper advantage.
- Make **facilitation or "grease" payments** to expedite routine governmental actions. KenHome does not permit such payments anywhere, even where local law tolerates them. The sole exception is a payment made under demonstrable

duress to protect a person's physical safety, which must be reported to the CEO within 24 hours and recorded accurately in the Company's books.

- Use a third party — subcontractor, agent, consultant, broker, or joint venture partner — to make a payment the Company could not lawfully make directly.
- Engage any third-party intermediary in a high-risk role (permit expediter, government affairs, customs broker, finder) without completing anti-corruption due diligence, documented and retained.
- Hire any government official, public-sector employee, or close family member of either into a role that creates an actual or perceived conflict, without a documented conflicts review.
- Make any charitable contribution, sponsorship, or community investment that has the actual or apparent purpose of influencing a public official or counterparty decision.

5.3 Public Officials and Sensitive Counterparties

Enhanced caution applies to any interaction involving officials or employees of any government at any level; employees of state-owned or state-controlled enterprises; officials of public international organizations; building inspectors, permit officers, customs officers, port authority officials, and utility employees; candidates for political office; and close family members of any of the foregoing.

Even modest gifts, meals, or hospitality to such persons can constitute violations and require written pre-clearance under Section 6.

5.4 Books, Records, and Internal Controls

All payments, expenses, transactions, and contractual obligations must be accurately, transparently, and contemporaneously recorded. Off-book accounts, false invoices, mischaracterized expenses, undisclosed liabilities, side letters, and inflated or inaccurate cost claims to clients are **independent violations of this Code**, regardless of the underlying transaction.

5.5 Third-Party Due Diligence

KenHome applies risk-based due diligence to third parties, covering screening, beneficial-ownership identification, sanctions and politically-exposed-person screening, anti-corruption certification, and audit rights. Engagement of higher-risk third parties — permit expediters, government affairs consultants, customs brokers, joint venture partners on public-sector projects, and any party operating in a high-corruption-risk jurisdiction — requires documented approval before contract execution and before any payment.

WHERE WE ACTUALLY ARE

KenHome does not employ a compliance officer. Third-party due diligence under this Section is performed by the Founder and CEO, using commercially available screening tools and documented in the Company's records. This is a workable arrangement at the Company's current scale and it is not a substitute for an independent compliance function. A dedicated compliance role will be established before KenHome performs work in any high-corruption-risk jurisdiction or acts as prime contractor on a federal contract, whichever occurs first.

6 Gifts, Hospitality, and Entertainment

Modest, infrequent gifts and hospitality may be appropriate to build commercial relationships. They must never create or appear to create an obligation, influence a business decision, or violate the recipient's governing rules.

- Gifts and hospitality must be of nominal value, infrequent, and customary for the business context.
- **Cash and cash equivalents** — including gift cards, prepaid cards, and cryptocurrency — must never be given or accepted, in any amount.
- No gift or hospitality may be offered or accepted **during an active bid, negotiation, dispute, claim, or audit** involving the counterparty.
- No gift or hospitality may be offered or accepted in connection with the granting of any permit, license, ruling, or approval.
- Any gift or hospitality with a value greater than **US$250 per occasion**, or cumulative value greater than **US$1,000 from or to the same party in a calendar year**, must be pre-approved in writing and recorded in the Company's Gifts and Hospitality log.
- For **public officials, state-owned enterprise employees, and any counterparty whose own code prohibits acceptance of gifts** (including most hyperscale technology clients, sovereign funds, multilateral lenders, and publicly listed companies), written pre-clearance is required for any gift, meal, or hospitality **of any value**, including items that would otherwise fall below ordinary thresholds.

7 Conflicts of Interest

KenHome Personnel must make business decisions on behalf of the Company based solely on the Company's interests, free from any actual, potential, or perceived conflict.

7.1 Examples of Conflicts

A conflict may exist when KenHome Personnel, or a member of their immediate family (spouse, domestic partner, parent, sibling, child, in-law, or household member):

- Holds an ownership, employment, advisory, or board interest in a current or prospective KenHome subcontractor, vendor, client, lender, surety, insurer, joint venture partner, or competitor.
- Awards, recommends, or influences the award of Company business to a related party.
- Engages in outside employment, consulting, or business activity that competes with or relates to the Company's business.
- Accepts compensation, services, loans, gifts, or other benefits from any party doing or seeking to do business with the Company.
- Diverts a corporate opportunity that came to them by reason of their KenHome role.

7.2 Disclosure Obligation

Every member of KenHome Personnel must disclose in writing any actual or potential conflict at hire, annually thereafter, and within five business days of any change in circumstances. Disclosure does not by itself resolve a conflict; mitigation may include recusal, divestiture, reassignment, or separation.

> **THE FOUNDER'S CONFLICTS**
>
> The Founder and CEO of KenHome Corporation is also the founder and chief executive of other entities under The Ravine of Willows, Inc., and KenHome licenses KenHomeOS™ from Enemo Consulting Group, Inc., an affiliated entity. These are related-party relationships, and they are disclosed here rather than buried.
>
> KenHome commits that: (i) all related-party transactions are documented in writing and priced on arm's-length terms; (ii) the existence of the KenHomeOS™ license from an affiliate is disclosed to any client to whom KenHomeOS™ is offered, before contract; and (iii) as independent directors are appointed, related-party transactions will be subject to their review. There is presently no independent party reviewing these transactions. Clients and counterparties are entitled to know that, and to price it.

8 Fair Competition, Antitrust, and Bid Integrity

Construction is among the most-prosecuted sectors globally for bid-rigging, market allocation, and price-fixing. KenHome enforces these standards with enhanced rigor.

8.1 Strictly Prohibited

- **Bid rigging** in any form — agreements with competitors on who will bid, win, or lose; complementary or “cover” bidding; bid rotation; bid suppression; sharing bid pricing or status with a competitor.

- **Price fixing** — any agreement or understanding with a competitor regarding prices, margins, escalation factors, payment terms, warranties, or other commercial terms.
- **Market or customer allocation** — agreements with competitors to divide territories, project types, client relationships, supplier relationships, or labor pools.
- **Sharing competitively sensitive information** with a competitor — pricing, bid status, cost structure, capacity, hiring plans, or wage rates.
- **Wage-fixing and no-poach agreements** with competitors regarding employee compensation, recruiting, or hiring.

8.2 Industry Associations and Teaming

Participation in industry associations, pre-qualification consortia, and joint ventures is permitted but creates antitrust risk. KenHome Personnel attending any meeting where competitors are present must ensure a written agenda is in place, leave any meeting where prohibited topics arise and document the departure in writing within 24 hours, and obtain legal review before entering any teaming agreement or information-sharing arrangement with a competitor.

8.3 Bid Integrity

Bids submitted by KenHome must be based on accurate cost estimates, achievable schedules, good-faith assumptions, and **the Company's qualifications as actually held**. Bid manipulation, intentional under-scoping, low-balling with intent to claim back, **misrepresentation of qualifications, past performance, capacity, or experience**, and submission of qualifications of personnel not actually committed to the project are prohibited.

This obligation extends to every representation the Company makes to a prospective client or contracting officer, including capabilities statements, past-performance schedules, marketing materials, and the Company's website. Overstating our record or our infrastructure to win work is a violation of this Code, whether or not it is caught, and whether or not it is material to the award.

9 Procurement and Public Contracting

9.1 Public-Sector Contracts

KenHome Corporation holds an active SAM.gov registration (UEI HEYKXYQRE7H7, CAGE 9NKU6). Public-sector work is subject to additional rules including the U.S. Federal Acquisition Regulation and agency supplements; Davis-Bacon and state prevailing wage laws; Buy America / Buy American provisions; and equivalent local rules.

Representations to the federal government carry criminal exposure. Every certification, representation, and past-performance claim made in connection with a federal, state, or municipal procurement must be accurate and supportable at the time it is made. Where a claim cannot be substantiated on request, it must not be made. This applies to representations about the Company's size, capacity, past performance, bonding, insurance, personnel, and compliance infrastructure.

9.2 Subcontractor and Supplier Procurement

Procurement of subcontractors, suppliers, and services must follow documented qualification, competitive solicitation where appropriate, scoring against transparent criteria, and post-award review. Subcontractor bids received by KenHome are confidential to the procurement function and must not be shared with competing subcontractors at any tier.

10 Trade Compliance, Sanctions, and Export Controls

10.1 Sanctions

KenHome and all Business Partners must comply with sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the U.S. Departments of State and Commerce, the European Union, the United Kingdom (OFSI), and the United Nations Security Council.

KenHome will not enter into any transaction, project, partnership, or financing arrangement with any sanctioned country, region, government, entity, or individual, or with any party owned or controlled by a sanctioned party (including under the OFAC 50 Percent Rule), without prior written authorization and, where required, a specific license from the appropriate authority.

10.2 Export Controls

Project activities may involve the export, re-export, or transfer of controlled technology, software, technical data, or hardware. Compliance with the U.S. Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR) is mandatory. Sharing technical data with non-U.S. persons inside the United States can constitute a **deemed export** requiring prior authorization.

10.3 Customs and Trade Documentation

Customs declarations, duty filings, and country-of-origin determinations must be accurate. KenHome will not undervalue, misclassify, transship, or otherwise mischaracterize goods to evade duties, taxes, or trade restrictions.

11 Anti-Money Laundering

Construction is a recognized vector for money laundering. KenHome will not enter into any transaction or relationship that involves, or appears to involve, the proceeds of criminal activity or the financing of terrorism.

KenHome Personnel must apply know-your-counterparty due diligence to all clients, joint venture partners, and significant suppliers, including beneficial-ownership identification, and must identify and escalate red-flag indicators including: payment from third parties unrelated to the contract; payments routed through unrelated jurisdictions; requests for cash payment; structured payments designed to evade reporting thresholds; payments to or from offshore shell entities; and counterparties unwilling to disclose ownership.

Where KenHome receives payment in unusual form or from an unusual source, the transaction is suspended pending review before acceptance.

12 Tax Integrity

KenHome pays the taxes properly due in every jurisdiction in which it operates, on the substance of its activities. The Company does not engage in tax planning structures that lack genuine business purpose and whose principal purpose is to avoid tax. Transfer pricing among affiliated entities — including the KenHomeOS™ license from Enemo Consulting Group, Inc. — follows arm's-length principles consistent with the OECD Transfer Pricing Guidelines.

PART III

People, Rights, and Communities

13 Health, Safety, and Wellbeing

Safety is the first and non-negotiable obligation of every person on a KenHome site, in every country, on every shift.

STOP-WORK AUTHORITY

Every KenHome employee and every on-site Business Partner has both the **right and the duty to stop work** when an unsafe condition exists. **There is no penalty, ever, for stopping work in good faith on safety grounds.** Any retaliation for a good-faith stop-work call is a terminable violation of this Code, regardless of the seniority of the retaliator and regardless of cost or schedule impact.

13.1 The Safety Standard

KenHome operates to a single safety standard, harmonized to the higher of: U.S. OSHA Construction Standards (29 CFR 1926); ISO 45001 Occupational Health and Safety Management Systems; and ILO Convention 167 (Safety in Construction). Where KenHome works as a subcontractor on another firm's site, we comply with the site standard or our own, whichever is higher.

13.2 Operating Requirements

- Compliance with the safety standard, project-specific Site Safety Plans, and applicable regulation is mandatory, not aspirational.
- All KenHome Personnel and on-site Business Partners must complete role-appropriate safety training before site mobilization. The Company recognizes OSHA 10/30 and equivalent certifications.
- Pre-task planning, fall protection, hot work, confined space, lockout-tagout, lifting and rigging, and all high-risk activities must follow documented procedures without exception.
- All incidents, near-misses, first-aid events, and unsafe conditions must be reported **the same day**. **Concealment of an incident is grounds for immediate termination**, regardless of seniority.
- Serious-injury and fatality precursors are reviewed and the lessons disseminated across all active projects.

13.3 Substance Use

KenHome project sites are alcohol- and drug-free environments, consistent with applicable law and project requirements.

13.4 Mental Health

Construction has globally elevated rates of suicide, addiction, and other mental health conditions. KenHome will not pretend otherwise.

> **WHERE WE ACTUALLY ARE**
>
> KenHome does not currently operate an Employee Assistance Program. Establishing one — with confidential access to mental-health and substance-use support for personnel and their households — is a commitment of this Company and will be implemented as headcount grows. Until then, any KenHome Personnel or on-site worker who raises a mental-health or substance-use concern will be connected directly to available community and crisis resources, and doing so will never be held against them.

14 Human Rights and Modern Slavery

KenHome respects internationally recognized human rights as set out in the **UN Universal Declaration of Human Rights**, the **UN Guiding Principles on Business and Human Rights**, the **ILO Declaration on Fundamental Principles and Rights at Work** and the eight ILO Core Conventions, and the **OECD Guidelines for Multinational Enterprises**.

14.1 Strictly Prohibited

- **Forced labor**, bonded labor, indentured servitude, prison labor, slavery, servitude, and human trafficking in any form, on any KenHome project, by any KenHome Personnel or Business Partner.
- **Child labor.** KenHome and its Business Partners will not employ any person below the legal minimum working age for the jurisdiction, or below 18 for hazardous work, whichever is higher.
- **Confiscation of identity documents**, passport retention, debt bondage, recruitment fees charged to workers (the **employer-pays principle** applies), wage withholding as a means of restraint, and any other practice that restricts a worker's ability to terminate employment freely.
- **Physical, sexual, psychological, or verbal abuse or harassment** of workers, including threats and intimidation.

14.2 Migrant Workers

Where KenHome or its Business Partners engage migrant labor, the Company requires: ethical recruitment practices; the employer-pays principle for all recruitment fees; written contracts in the worker's native language; freedom to retain personal identity documents; freedom to terminate employment and repatriate; and terms of employment equivalent to local workers performing equivalent work.

14.3 Salient Human Rights Issues

KenHome has identified its salient human rights issues as: forced labor in construction supply chains and migrant labor recruitment; occupational health and safety; living wage and living conditions for site labor; community impact including resettlement and Indigenous Peoples' rights; and workplace harassment and discrimination.

> **WHERE WE ACTUALLY ARE**
>
> KenHome does not currently meet the reporting thresholds of the U.K. Modern Slavery Act, the Australian Modern Slavery Act, the California Transparency in Supply Chains Act, the German Supply Chain Act (LkSG), or the EU Corporate Sustainability Due Diligence Directive, and has therefore not filed statements under those regimes. The Company will file as and when it triggers each obligation, and will not represent that it has filed before it has.
>
> Human rights due diligence today consists of contractual flow-down of the standards in this Section to subcontractors, and direct observation on the small number of sites where the Company works. It does not yet include independent audit. It will, as the Company's supply chain grows.

15 Labor Practices, Wages, and Freedom of Association

KenHome Personnel and Business Partners must comply with all applicable wage and hour laws, including minimum wage, prevailing wage, overtime, social-security contributions, working-hour limits, paid leave, and accurate recordkeeping.

KenHome is committed to paying a **living wage** — defined consistent with recognized methodologies including the Anker Methodology and the Global Living Wage Coalition framework — to all directly employed personnel, and to working with Business Partners progressively toward equivalent standards in the supply chain.

KenHome respects workers' rights to **freedom of association and collective bargaining** in accordance with ILO Conventions 87 and 98 and applicable national law. The Company will not retaliate against any worker for the lawful exercise of those rights.

16 Equal Opportunity and a Respectful Workplace

KenHome is an equal opportunity employer. Employment decisions — hiring, assignment, compensation, promotion, training, discipline, and separation — are made on the basis of qualifications, performance, and business needs, without regard to any characteristic protected by applicable law.

KenHome prohibits all forms of harassment — including sexual harassment, hostile work environment, and harassment based on any protected characteristic — on every project site, in every facility, in every interaction. This standard applies equally to KenHome Personnel, Business Partners, clients, and visitors. A client's or a partner's seniority, commercial importance, or personal relationship with the Founder is not a defense and will not be treated as one.

17 Communities, Consent, and Cultural Heritage

17.1 Community Engagement

For every project of value greater than **US$50 million**, KenHome develops and implements a Community Engagement Plan covering: stakeholder identification and notification; traffic and access management; noise, dust, vibration, and light management; a complaints and grievance mechanism; and a single project point of contact for community concerns.

17.2 Indigenous Peoples and Free, Prior and Informed Consent

Where KenHome operations may affect Indigenous Peoples, the Company operates to the standard of **Free, Prior and Informed Consent (FPIC)**, consistent with the UN Declaration on the Rights of Indigenous Peoples, ILO Convention 169 where applicable, and IFC Performance Standard 7.

17.3 Resettlement

Where a project requires involuntary resettlement, KenHome operates to **IFC Performance Standard 5**, including livelihood restoration, fair compensation, security of tenure, and grievance mechanisms. KenHome will not undertake or knowingly participate in any project involving coercive resettlement.

17.4 Cultural Heritage

KenHome respects tangible and intangible cultural heritage, including archaeological, historical, religious, and culturally significant sites, and operates chance-find procedures during construction consistent with IFC Performance Standard 8.

PART IV

Environment, Quality, and Engineering Integrity

18 Environmental Responsibility

KenHome takes responsibility for the environmental impact of its operations, its supply chain, and the assets it delivers. The Company's environmental commitments are set out in the KenHome Sustainability Framework. The standards in this Section are the floor.

- Comply with all applicable environmental laws, regulations, and permit conditions.
- Implement project-specific environmental management plans including stormwater pollution prevention, and dust, noise, vibration, and erosion control.
- Manage hazardous materials, fuels, and wastes in accordance with regulatory requirements, including manifesting, labeling, and licensed disposal.
- Track energy use, water use, waste generation and diversion, and greenhouse gas emissions in accordance with the Greenhouse Gas Protocol, as the Company's measurement systems are established.

> **WHERE WE ACTUALLY ARE**
>
> KenHome has not yet established a greenhouse gas emissions baseline and has not submitted targets to the Science Based Targets initiative. The Company's climate commitments are set out in the Sustainability Framework as commitments and aspirations, and are labeled as such. KenHome will not publish emissions figures, reduction percentages, or dated numerical environmental targets until it can measure and substantiate them.

19 Quality, Engineering Integrity, and Workmanship

The structures we build must perform as designed, perform safely, and perform across their intended service life. Quality on a KenHome project is engineered in, not inspected in.

KenHome Personnel must follow the project Quality Management Plan, the contract drawings and specifications, applicable building codes, and manufacturer installation requirements. Substitutions, deviations, and changes of means and methods must follow the RFI and submittal process and be documented and approved in writing before execution.

NON-DELEGABLE OBLIGATION

Concealment of a defect. Falsification of an inspection record, test result, daily log, materials certificate, or testing certificate. “Pencil-whipping” a quality checklist.

These are among the most serious violations of this Code. They may also constitute fraud, criminal negligence, or endangerment under applicable law. KenHome will report material defects to the appropriate parties — including regulators and, where public safety is implicated, the public — **even when not legally required to do so**. Any KenHome Personnel or Business Partner may report a suspected defect under Section 28 and is protected from retaliation for doing so.

PART V

Information, Assets, and Disclosure

20 Confidential Information and Intellectual Property

Confidential information includes: bid strategies, pricing, and contractual terms; client and project information; subcontractor pricing and terms; cost data; engineering analyses and methods; **client building security details, security systems design, network topology, and access protocols** — particularly for data center, financial sector, healthcare, and government projects; proprietary processes and software; and personnel information.

Confidential information of clients, subcontractors, and third parties received under non-disclosure obligations must be handled with the same care as the Company's own and used only for the purpose for which it was disclosed.

Inventions, improvements, designs, and software developed by KenHome Personnel within the scope of their employment are the property of the Company, subject to applicable law. KenHome respects the intellectual property of others, including software licenses, design copyrights, and patents.

21 Data Privacy and Information Security

21.1 Privacy Compliance

KenHome complies with applicable privacy laws including the Texas Data Privacy and Security Act, the California CCPA/CPRA, the EU and U.K. GDPR where applicable, and equivalent regimes in jurisdictions where the Company operates.

21.2 Information Security

KenHome Personnel and Business Partners must use Company-approved devices and applications for Company business; protect credentials and use multi-factor authentication; promptly report any actual or suspected security incident, lost device, phishing attempt, or unauthorized disclosure; and honor data classification, retention, and access controls, particularly for client information governed by NDAs or project security plans.

WHERE WE ACTUALLY ARE

KenHome does not operate a Security Operations Center and does not hold ISO/IEC 27001 certification. The Company's information security posture consists of commercially available managed security tooling, enforced multi-factor authentication, and access controls appropriate to its size. Where a client — particularly a data center, financial sector, healthcare, or government client — imposes security requirements the Company cannot operationally support, **KenHome will decline the work rather than accept a requirement it cannot meet.**

22 Accurate Books, Records, and Disclosure

Every entry in the Company's books, records, and reports must be accurate, complete, and timely. This applies to financial statements; cost reports; time sheets; daily logs; safety reports; quality records; environmental records; time-and-materials tickets; change orders; applications for payment; lien waivers; certified payrolls; sustainability disclosures; tax filings; public-procurement certifications; and **any document submitted to a client, lender, surety, government authority, regulator, auditor, or insurer**.

KenHome Personnel and Business Partners must not falsify, omit, mischaracterize, backdate, or alter any record. Destroying or altering records subject to a litigation hold, regulatory hold, or pending investigation is prohibited and may constitute obstruction.

23 Insider Information and Trading

KenHome works with publicly traded clients, subcontractors, lenders, and suppliers. KenHome Personnel may receive material non-public information about those companies. KenHome Personnel must not trade in the securities of any company while in possession of material non-public information obtained through KenHome, and must not disclose or “tip” such information to any person who could trade on it.

24 External Communications

Public statements made on behalf of KenHome must be accurate, consistent, and authorized. The Founder and Chief Executive Officer, and persons specifically designated in writing by the CEO, are authorized to speak on behalf of the Company.

KenHome Personnel must not use the Company name, logos, trademarks, project images, or client information on personal social media or other public platforms without prior written approval. Project security clauses in client contracts may further restrict disclosure of project location, scope, design, or images.

Accuracy in marketing is a compliance obligation, not a preference. Statements about the Company's past performance, current capacity, project pipeline, headcount, bonding, insurance, certifications, and compliance infrastructure — in any medium, including the Company website, capabilities statements, proposals, and this document — must be true when made and must be corrected promptly when they cease to be true.

PART VI

Partners and Supply Chain

25 Subcontractor and Supplier Standards

KenHome's subcontractors and suppliers are an extension of the Company's reputation and risk surface. Compliance with this Code, or with an equivalent code of the Business Partner's own, is a condition of doing business with KenHome.

Every Business Partner is required to:

- Acknowledge this Code, or its own equivalent, in writing, prior to onboarding.
- Maintain insurance, bonding, licensing, and registration as required by each KenHome project and master agreement.
- Comply with all applicable laws, including anti-corruption; modern slavery and forced labor; immigration and work authorization (including E-Verify where required); prevailing wage and labor laws; OSHA and equivalent safety regimes; environmental laws; sanctions and export controls; and data protection laws.
- **Flow these standards down** to their own lower-tier subcontractors and suppliers, and verify compliance to the extent of their reasonable control.
- Cooperate with KenHome compliance reviews, site safety audits, and investigations.
- Maintain accurate books and records, with audit access on demand.

KenHome maintains the right to audit Business Partner compliance with this Code. Material violations may result in suspension, termination of contracts and master agreements, removal from the approved-vendor list, disqualification from future work, recovery of damages, and referral to law enforcement or regulators where warranted.

26 Joint Ventures and Strategic Partners

Every joint venture, consortium, and strategic partnership is subject to: pre-formation due diligence covering anti-corruption, sanctions, ownership, financial, technical, and reputational factors; written governance with clear authority limits, books-and-records access, audit rights, and termination triggers for compliance violations; and application of the higher of the partners' compliance standards, with this Code as the floor.

KenHome will not enter, and will exit, any joint venture or partnership in which the partner refuses to operate to standards substantively equivalent to this Code.

PART VII

Civic and Political Conduct

27 Political Activity, Lobbying, and Charitable Giving

KenHome respects the right of every employee to participate in the political process in their personal capacity, on their own time, and with their own resources.

Company funds, facilities, equipment, or personnel time may not be used to support any political candidate, party, political action committee, or ballot initiative, except through programs explicitly approved in writing by the CEO and operated in compliance with applicable law. Where corporate political contributions are prohibited or restricted, KenHome applies the more restrictive rule.

Lobbying activity on behalf of KenHome must be pre-approved in writing by the CEO, and all lobbying registrations and disclosures required by law must be filed accurately and on time. Engagement of external lobbyists and government affairs consultants is subject to enhanced anti-corruption due diligence under Section 5.5.

Charitable giving by KenHome is administered through the KenHome Foundation and the Ekene C. Enemo Global Foundation in accordance with their governing documents. **Charitable giving must never have the actual or apparent purpose of influencing a public official, a regulator, or a counterparty's decision.**

PART VIII

Governance, Enforcement, and Administration

28 Speak Up: Reporting Concerns and Non-Retaliation

If you see, suspect, or experience conduct that may violate this Code, the law, or Company policy, you have an obligation to report it. Reporting promptly protects people, protects the Company, and is the only path to fixing the problem.

READ THIS BEFORE YOU REPORT

KenHome Corporation does not operate an independent ethics helpline. There is no third-party intake provider, no toll-free hotline, no anonymous portal, and no audit committee. Any prior KenHome document that described such channels — including Version 1.0 of this Code — was inaccurate and has been withdrawn.

Every report made through the channels below is received by Ekene C. Enemo, Founder and Chief Executive Officer. There is currently no person inside this Company to whom you can report who is independent of him.

If your concern is about the Founder and CEO, these channels are not adequate. We are telling you that directly rather than letting you discover it. Section 28.3 sets out where else you can go.

28.1 Internal Channels

- **Email — Compliance:** compliance@kenhome.group
- **Email — Legal:** legal@kenhome.group
- **Post — marked "Confidential — Compliance":**
  KenHome Corporation, 1412 Main Street, Suite 609, Dallas, Texas 75202
- **Directly to any supervisor or project manager** in your reporting chain, or to the Founder and CEO in person.

All of these channels are received by KenHome Corporation. None of them is independent of executive management.

28.2 Non-Retaliation

KenHome strictly prohibits **retaliation, in any form**, against any person who in good faith reports a concern, raises a question, refuses to participate in conduct that violates this Code, or cooperates in an investigation. Retaliation includes termination, demotion, reassignment, schedule changes, undesirable assignments, threats, exclusion, contract non-renewal, and any other adverse action linked to the protected conduct.

This protection extends to **employees, subcontractors, suppliers, craft workers employed by others on our sites, and any third party** who raises a concern. Retaliation is itself a serious violation of this Code, subject to discipline up to and including termination and contract termination, regardless of the seniority of the retaliator.

28.3 External Channels — Independent of This Company

You are not required to report internally first, and you never lose a legal right by going outside. Where your concern involves the Founder and CEO, where you do not trust the internal channels, or where you simply prefer not to use them, the following are available and are independent of KenHome:

- **Safety hazards:** U.S. Occupational Safety and Health Administration (OSHA). Complaints may be filed confidentially at osha.gov or by telephone at 1-800-321-OSHA (6742). OSHA's whistleblower protection program protects workers from retaliation for filing.
- **Wage and hour violations:** U.S. Department of Labor, Wage and Hour Division.
- **Discrimination and harassment:** U.S. Equal Employment Opportunity Commission (EEOC), or the Texas Workforce Commission Civil Rights Division.
- **Fraud in federal contracting, or false claims:** the relevant agency Office of Inspector General, or the U.S. Department of Justice. Federal law provides whistleblower protections and, in some cases, awards.
- **Environmental violations:** U.S. Environmental Protection Agency, or the Texas Commission on Environmental Quality.
- **Building code and life-safety violations:** the authority having jurisdiction for the project location.
- **Independent legal advice.** You may consult a lawyer of your own choosing at any time. Nothing in this Code, in any KenHome contract, or in any agreement you have signed with this Company restricts your ability to report a concern to a government authority or to seek legal advice.

28.4 Confidentiality and Whistleblower Protection

Reports are handled with the maximum confidentiality consistent with conducting a thorough investigation and complying with legal obligations. KenHome complies with applicable whistleblower protection laws.

29 Investigations, Discipline, and Enforcement

Reports of suspected violations are investigated promptly, thoroughly, and impartially. KenHome Personnel are required to cooperate fully and truthfully. Failure to cooperate, providing false information, destroying evidence, intimidating a witness, or obstructing an investigation are independent grounds for discipline up to and including termination.

INVESTIGATIONS INVOLVING THE FOUNDER

An investigation cannot be conducted by its own subject. Where a report concerns the Founder and CEO, or where the Founder has a material personal interest in the outcome, KenHome commits to **engage independent external counsel, at the Company's expense, to conduct the investigation**, with the engagement and the findings documented in writing and retained.

This is a commitment, not an existing arrangement. No counsel is presently on retainer for this purpose. Until one is engaged, any person with a concern about the Founder should use the external channels in Section 28.3, which do not depend on this Company acting in good faith.

Substantiated violations result in proportionate discipline, which may include written warning, reassignment, demotion, loss of bonus, clawback of prior compensation, suspension, termination of employment, termination of subcontracts and master agreements, removal from approved-vendor lists, recovery of damages, and referral to law enforcement or regulators.

Senior leaders are held to a higher standard, not a lower one. “Too important to discipline” is not a defense at this Company and never will be. This applies with particular force to the Founder.

KenHome will report violations to clients, regulators, and other authorities where required by law, contract, or the public interest.

30 Governance, Code Administration, and What We Have Not Yet Built

30.1 Ownership and Administration

This Code is adopted and owned by **Ekene C. Enemo, Founder and Chief Executive Officer**, who is personally accountable for its administration and enforcement. There is no board of directors of KenHome Corporation other than the Founder, and no committee of any kind.

30.2 What Does Not Exist

The following are stated plainly so that no reader of this Code, and no counterparty relying on it, is misled:

FUNCTION	CURRENT STATUS
Board of Directors	Founder only. No independent directors.
Audit, Risk & Compliance Committee	**Does not exist.**
Climate & Sustainability Committee	**Does not exist.**
Compensation Committee	**Does not exist.**
Chief Compliance Officer	**Does not exist.** Function performed by the CEO.
General Counsel	**Does not exist.** External counsel engaged as needed.
Regional Compliance Officers	**Do not exist.**
Independent third-party ethics helpline	**Does not exist.** No hotline number, no portal.
Security Operations Center	**Does not exist.** Managed security tooling only.
Employee Assistance Program	**Not yet established.**
Independent assurance of disclosures	**None obtained.** No auditor engaged.

30.3 The Build-Out Commitment

KenHome commits to establishing the following, in this order, and to updating this Code when each is operational:

- **Independent external counsel on retainer** for investigations involving the Founder — to be engaged before KenHome directly employs field personnel, or acts as prime contractor on any public contract, whichever occurs first.
- **Third-party ethics helpline** with anonymous intake where permitted by law — to be commissioned at the earlier of twenty-five directly employed personnel or the Company's first prime federal contract.
- **At least one independent director** with authority to receive reports concerning the Founder — to be appointed as the Company takes outside capital or reaches sustained annual revenue sufficient to support the role.
- **A dedicated compliance function** independent of operations.

These are commitments with triggers, not vague intentions. The Company expects to be held to them.

30.4 Review and Amendment

This Code is reviewed at least annually and re-issued under version control. Material amendments are dated and the superseded version withdrawn. **Where an amendment weakens a standard in this Code, the change and the reason for it will be stated explicitly on the cover of the new edition rather than made silently.**

30.5 Waivers

No waiver of any provision of this Code is available to the Founder and CEO. Waivers for any other person require the written approval of the CEO and are recorded. Once independent directors are appointed, waivers for executive officers will require their approval.

31 Acknowledgement

Every member of KenHome Personnel and every Business Partner is required to acknowledge this Code in writing at onboarding and annually thereafter.

> *I have received and read the KenHome Corporation Codes of Conduct. I understand it. I agree to comply with it in my work for or on behalf of KenHome Corporation. I understand that violations may result in discipline up to and including termination of employment or of business relationship, may be reported to clients, regulators, and law enforcement, and may give rise to civil and criminal liability. I understand that I may report concerns internally or directly to an external authority, that I am not required to report internally first, and that KenHome will not retaliate against me for reporting in good faith.*

Questions and Reports

- **Compliance:** compliance@kenhome.group
- **Legal:** legal@kenhome.group
- **By post:** KenHome Corporation, Attn: Confidential — Compliance, 1412 Main Street, Suite 609, Dallas, Texas 75202
- **External authorities:** see Section 28.3. You may always go directly to them.

"We build what endures.
We conduct ourselves accordingly."