Contractual Terms and Conditions.

1.0 Contract Formation.

1.0.1 Parties and Contract Documents.

(a) This Tender Service Agreement ("Agreement") is made between **KENYA HOUSES INVESTMENTS LTD**, a company incorporated under the laws of Kenya, whose principal place of business is Sagatia House, 1st Floor, Rooms 13–15, along Iten/Elgeyo Road, opposite Administration Police Line, Eldoret, Kenya, P.O. Box 2220–30100, Eldoret; telephone +254 708 806 720; website www.kenyahouses.co; and designated email addresses kenyahouses5@gmail.com, kenyahousesinvestmentsltd@gmail.com, kenyahouses1@gmail.com and info@kenyahouses.co (the "Company"); and the individual or entity identified as the Service Provider in the Tender Application and Execution Form ("Form").

(b) An individual Service Provider shall be identified by full legal name and national identification or passport number. An entity shall be identified by its registered legal name and registration number.

A person submitting the Form for an entity shall disclose their name, position and authority to act for it. The identified entity is the Service Provider unless the Form expressly identifies the individual as a contracting party.

(c) The Contract Documents comprise this Agreement, the accepted Form, the exact version of these Contractual Terms and Conditions assented to by the Service Provider, and any other document expressly identified and validly incorporated under this Agreement.

Incorporation and precedence are governed by Clause 1.12 and Applicable Law. Publication, accessibility, transmission, acknowledgement, signature, reference or use alone does not incorporate a document.

1.0.2 Invitation, Offer and Assent.

(a) The Company's website, advertisements, tender notices, application forms and platform facilities invite applications or offers; they do not constitute an offer by the Company to appoint a Service Provider, award a tender or establish a Project, unless an authorised Company communication expressly provides otherwise.

(b) The applicant offers to enter into this Agreement by completing and submitting the Form through the Company's designated platform, supplying every mandatory particular and document, ticking **"I agree to these Terms and Conditions"**, and providing the prescribed electronic signature or signature-like mark. A submission lacking any mandatory field, required document, assent or signature shall not qualify for acceptance under this procedure.

(c) Mandatory particulars include the applicant's legal identity and contact details, Tender Sum, available details of three previous clients as references, details of three designated representatives and their respective roles, and every other field or document expressly marked mandatory in the Form.

(d) Before submission, the platform shall make the Form and these Contractual Terms and Conditions available in a form capable of retention and reproduction and, where the platform permits, allow the applicant to review and correct entered particulars.

(e) By submitting the Form, the applicant represents that its particulars and documents are accurate, complete and not misleading to the best of its knowledge after reasonable inquiry, except for estimates expressly identified as such; that it has the capacity, authority, eligibility and competence required for its proposed obligations; that it has adequate financial resources to perform any Project it accepts; and that it has had a reasonable opportunity to review these Contractual Terms and Conditions and seek clarification or independent advice.

(f) The applicant warrants that any person submitting the Form on its behalf is authorised to do so. Listing a representative does not, without sufficient authority, empower that representative to amend this Agreement or bind the Company.

(g) The applicant shall promptly notify the Company in writing of any discovered material error or change affecting its identity, authority, eligibility or submitted particulars. Notification does not itself amend this Agreement or waive an existing breach. Drafting, saving, viewing, uploading, correspondence, preliminary evaluation or payment alone does not constitute the prescribed submission or Company acceptance.

1.0.3 Company Acceptance, Electronic Execution and Effective Date.

(a) The Company authorises its designated acceptance system to accept a submitted offer only after successful validation of the requirements in Clause 1.0.2 and completion of the Company's authorised acceptance procedure. Validation alone does not constitute acceptance.

(b) Acceptance occurs when the authorised system completes and records the acceptance event, applies the Company's authorised electronic signature or stamp to the accepted Form, and associates that Form with the exact version of these Contractual Terms and Conditions assented to by the Service Provider. The system shall assign a unique transaction identifier and preserve a transaction-linked record of those events.

(c) The "Effective Date" is the date and time of the recorded acceptance event under paragraph (b). Submission, validation, an applicant-entered execution date, package preparation or dispatch of a receipt does not independently establish the Effective Date.

(d) Following acceptance, the system shall dispatch the accepted Form and the exact assented version of these Contractual Terms and Conditions to the Service Provider's designated email address and the Company's designated email addresses. It shall preserve the addresses used, dispatch timestamps and available transmission or receiving-server responses. The dispatched package shall not substitute or alter the contractual versions accepted.

(e) A message that merely acknowledges submission or validation is not acceptance. Dispatch communicates and evidences acceptance but is not a separate condition of formation once acceptance has been validly completed and recorded under paragraph (b).

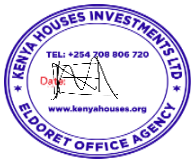
(f) If validation fails or the authorised acceptance event is not completed and recorded, no acceptance occurs through that process. A transmission failure after valid recorded acceptance does not, by itself, undo formation. The Company shall use reasonable authorised procedures to preserve and, where appropriate, retransmit the accepted package, subject to Applicable Law.

(g) "System Record" means the transaction-linked electronic record identifying the submitted and accepted Form, contractual version, validation result, Service Provider's assent and signature event, Company's acceptance and signature event, transaction identifier, Effective Date, designated email addresses and available dispatch or server-response records.

(h) The Company shall preserve the System Record and associated Contract Documents in intelligible, reproducible and retrievable form, with reasonable safeguards against unauthorised access, alteration, loss or destruction, for the period required by Applicable Law and any longer period reasonably necessary to protect existing rights, obligations or proceedings, subject to applicable data-protection requirements.

(i) A receiving-server response establishes only the response recorded from that server; it does not prove that the recipient opened or read the message. A System Record is evidence, not conclusive proof merely because the system generated it. Its authenticity, attribution, integrity and evidential weight remain subject to Applicable Law and contrary evidence.

1.0.4 Capacity, Authority and Mandatory Formalities.



(a) Each Party shall possess the legal capacity and authority required to enter into and perform this Agreement. The Company may reasonably request evidence of identity, registration, eligibility or representative authority where necessary to verify a material issue.
(b) A person acting for a disclosed principal does not incur personal liability merely by acting in that representative capacity, unless that person separately assumes liability or Applicable Law provides otherwise. A declaration, signature or System Record does not create authority that does not exist.
(c) A Company Representative may bind the Company only within the authority conferred by the Company, subject to Applicable Law. A Service Provider's representative may bind the Service Provider only within the authority conferred by the Service Provider. Neither Party is bound by an unauthorised variation merely because it was communicated in connection with this Agreement, subject to any binding consequence imposed by Applicable Law.
(d) Any witnessing, consent, prescribed instrument, registration, approval or other formality independently required by Applicable Law must be satisfied. Nothing in this Agreement validates fraud or forgery, cures lack of capacity or authority, excludes a non-excludable right, or prevents a genuine challenge to identity, attribution, assent or formation.

1.0.5 Framework Agreement; No Automatic Tender Award.

a) Formation of this Agreement establishes the contractual framework only. It does not itself award a tender, establish a Project, authorise commencement of work, guarantee any volume of work or create a Project-specific payment entitlement.
b) A Project arises only through a valid Project-Specific Document issued or executed by duly authorised persons in accordance with this Agreement. The Tender Sum is the applicant's submitted price; it does not, by itself, establish a final Contract Sum or guarantee an award.

1.1 Definitions and Interpretation.

For purposes of this Agreement:
"Applicable Law" means the Constitution of Kenya, applicable legislation, regulations, rules, lawful orders and mandatory professional requirements governing this Agreement, the relevant Project or the Services.
"Business Day" means a day other than Saturday, Sunday or a public holiday in Kenya.
"Claim" means a written assertion of a contractual or legal entitlement made in accordance with this Agreement. A Claim does not, by itself, establish liability, causation, quantum or enforceability.
"Company Representative" means a person appointed by the Company to perform specified functions within the authority expressly conferred by the Company.
"Confidential Information" means non-public commercial, financial, technical, personal, contractual, Project or business information disclosed or accessed in connection with this Agreement, excluding information the receiving Party can establish was lawfully possessed without restriction before disclosure, independently developed without using the information, lawfully received without restriction, or lawfully in the public domain other than through breach.
"Contract Sum" means the amount expressly established as payable for the relevant Project or Services, subject to Effective Variations, contractual adjustments, lawful deductions and recoveries.
"Contractual Document" means this Agreement or another document expressly identified, authorised and incorporated into it under its terms.
"Contractual Record" means the Contractual Documents, accepted Form and records evidencing formation, authentication and other material contractual events.
"Defect" means a failure, deficiency, omission or non-conformity with an applicable contractual, technical or legal requirement.
"Deliverables" means the goods, works, documents, designs, reports, materials and other outputs expressly required by the applicable Project-Specific Document.
"Designated Email" means an email address designated by a Party for contractual communications.
"Earned Value" means the contractual value properly attributable to Services or Deliverables performed, supplied, delivered or installed and earned under the applicable Contractual Documents and Clause 2.3.
"Effective Date" means the date on which this Agreement forms under Clause 1.0.3(c).
"Effective Variation" means a change satisfying Clause 1.6.
"Force Majeure Event" means an event satisfying Clause 2.8.
"IP Rights" means intellectual property rights recognised or protected by Applicable Law, including copyright, patents, industrial designs, trade marks, software, databases and confidential know-how.
"Liquidated Damages" means an amount expressly stipulated under Clause 3.7, Clause 3.8 or the relevant Project-Specific Document for an identified delay or Default.
"Loss" means loss, damage, cost, expense or liability legally recoverable from a Party for a matter attributable to that Party under this Agreement or Applicable Law.
"Payments Received" means money actually received by the Company in cleared and finally available funds for the relevant Project or Agreement, excluding amounts subsequently reversed, refunded, charged back or otherwise returned.
"Project" means a specific engagement established by a valid Project-Specific Document.
"Project Cancellation Allocation" means a financial allocation expressly stipulated under Clause 2.3 for a defined early ending of a Project.
"Project-Specific Document" means an authorised Contractual Document establishing a particular Project and identifying, as applicable, its Scope, Site, Deliverables, programme, Contract Sum, pricing, milestones, specifications and payment arrangements.
"Recoverable Costs" means actual or accrued costs arising from an authorised contractual act or event that are reasonably necessary, attributable to the relevant Project or event, legally or contractually committed or reasonably unavoidable, objectively supported, reasonably mitigated and not already included in Earned Value or another recovery. Costs attributable to the Company's breach, negligence or other legally established responsibility are excluded to that extent.
"Services" means the services, works, goods and Deliverables expressly required under this Agreement or the relevant Project-Specific Document.
"Site" means the location expressly identified for the relevant Project.
"System Record" has the meaning given in Clause 1.0.3(d).
"Tender Sum" means the price submitted by the Service Provider in the Form, whose contractual effect and adjustment are governed by this Agreement and the relevant Project-Specific Document.



“Unperformed Contract Value” means the portion of the applicable Contract Sum attributable to unperformed Scope, adjusted for Effective Variations and Earned Value attributable to that Scope, without double counting and subject to Clause 2.3. It shall not be less than zero.

1.1.1 Interpretation.

The singular includes the plural and vice versa. References to persons include individuals and legal entities. References to a Party include its lawful successors and permitted assigns. “Including” means including without limitation unless expressly stated otherwise. Writing includes authenticated electronic records to the extent permitted by Applicable Law. References to documents include amendments validly made under this Agreement. Headings do not affect interpretation. Applicable Law prevails to the extent a provision cannot lawfully operate otherwise.

1.1.2 No Expansion by Definition.

A defined term clarifies the meaning of an expression but does not independently create or enlarge any authority, entitlement, warranty, obligation or liability beyond the operative provisions of this Agreement and Applicable Law.

1.2 Contractual Relationship and Independent Contractor.

1.2.1 The Service Provider acts as an independent contractor, performing its obligations in its own capacity and bearing the operational, personnel and commercial risks allocated to it under this Agreement and Applicable Law.

1.2.2 Nothing in this Agreement creates employment, partnership, joint venture, fiduciary or agency relations between the Parties, except to the extent expressly established by this Agreement or imposed by Applicable Law.

1.2.3 The Service Provider shall not represent itself as authorised to bind the Company, incur obligations in its name, collect money on its behalf, vary or waive this Agreement, or make commitments for the Company without express authority.

1.2.4 The Service Provider remains responsible for the acts, omissions and contractual performance of its personnel, agents, consultants, subcontractors, suppliers and other persons it engages, to the extent allocated to it by this Agreement or Applicable Law.

1.2.5 The Service Provider bears its personnel remuneration, statutory deductions, taxes, equipment, insurance and ordinary business expenses, except amounts the Company expressly agrees to pay under an authorised Contractual Document.

1.2.6 Performance of Services for a Company client does not, by itself, create a contract between that client and the Service Provider or authorise the Service Provider to bind either the client or the Company.

1.2.7 Company review, coordination, inspection, communication or monitoring does not transfer to the Company any responsibility allocated to the Service Provider, except to the extent expressly agreed or imposed by Applicable Law.

1.3 Governing Law and Entire Agreement.

1.3.1 This Agreement and each Project are governed by the laws of Kenya.

1.3.2 This Agreement and its validly incorporated Contractual Documents constitute the entire agreement between the Parties concerning their subject matter and supersede prior proposals, negotiations, representations and communications concerning that subject matter, subject to any legal effect that Applicable Law preserves.

1.3.3 Before undertaking a Project, the Service Provider shall assess the requirements and risks reasonably ascertainable from the available information, permitted Site access, reasonable inspection, its professional competence and applicable industry practice. This obligation does not transfer to the Service Provider risks expressly allocated to the Company or excuse a failure by the Company to perform its own contractual or statutory duties.

1.3.4 A prior statement, estimate, quotation, representation or understanding creates no contractual entitlement unless incorporated into the Contractual Documents or otherwise given legal effect by Applicable Law.

1.3.5 Nothing in this Agreement excludes, limits or transfers a liability, duty or legal consequence that Applicable Law does not permit the Parties to exclude, limit or transfer.

1.4 Company Representative.

1.4.1 The Company may appoint, replace or withdraw a Company Representative by written notice to the Service Provider, identifying any relevant change in authority.

1.4.2 A Company Representative may exercise only the functions and authority expressly conferred by the Company. Appointment alone confers no general power to bind the Company.

1.4.3 Inspection, measurement, verification, certification, correspondence, payment processing or Site attendance does not, without express authority, empower a Company Representative to vary this Agreement, increase the Contract Sum, extend time, waive a requirement, release Security or settle a Claim.

1.4.4 Before relying on an act purporting to alter contractual rights or obligations, the Service Provider shall verify the actor’s authority where reasonably practicable. An act’s legal effect remains subject to actual authority, lawful ratification and other applicable principles of law.

1.5 Service Provider Responsibilities.

1.5.1 The Service Provider shall properly, lawfully and timely perform its allocated obligations, including those concerning supervision, methods, personnel, equipment, materials, subcontractors, quality and records.

1.5.2 Company review, inspection, comment, certification, approval, acceptance or payment does not, by itself, relieve the Service Provider of its allocated responsibilities or excuse a Defect.

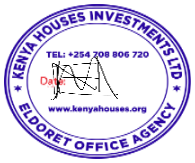
1.5.3 The Service Provider shall exercise the skill, care, diligence and competence reasonably expected of a properly qualified and experienced provider performing comparable Services.

1.5.4 The Service Provider shall provide and maintain the personnel, equipment, materials, supervision and resources reasonably necessary to perform its obligations properly.

1.5.5 At its own cost, unless an authorised Contractual Document expressly provides otherwise, the Service Provider shall obtain and maintain the licences, permits, registrations, qualifications, approvals and consents allocated to it.

1.5.6 The Service Provider shall promptly notify the Company in writing of any material discrepancy, omission, ambiguity, inconsistency, unsafe condition, potentially unlawful instruction or technical matter reasonably likely to affect performance, cost, programme, safety or legal compliance.

1.5.7 Notice under Clause 1.5.6 does not itself authorise a Variation, suspend an obligation or establish an entitlement to additional payment or time.



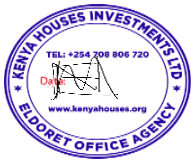
1.5.8 The Service Provider shall not commence, expand, vary or procure work outside the authorised Scope in anticipation of later approval, payment, ratification or acceptance, except where an emergency measure is legally required or expressly authorised by this Agreement.
1.5.9 The Service Provider shall protect Company and third-party property within its responsibility and promptly report material loss, damage, contamination, accidents or security incidents arising in connection with its performance.
1.5.10 The Service Provider shall correct each Defect or non-conformity for which it is responsible at its own cost to the extent attributable to its breach, act or omission, subject to the remedies and procedures under this Agreement and Applicable Law.

1.6 Effective Variation.
1.6.1 An Effective Variation shall identify the affected Project and specify the Scope, Deliverable, Contract Sum, programme or other contractual requirement being changed sufficiently to establish its intended effect.
1.6.2 A Variation is effective only if made through a mechanism authorised by this Agreement, approved by persons possessing the required authority and authenticated in the prescribed contractual or electronic form, or arising under an express contractual adjustment mechanism or Applicable Law.
1.6.3 A quotation, invoice, payment, correspondence, meeting, telephone call, message, Site instruction or system activity does not, by itself, constitute an Effective Variation.
1.6.4 A Variation shall state, or provide an objective contractual method for determining, its effects on price, Scope, time and risk. No additional entitlement arises merely because a change has been proposed, discussed or performed without the required authorisation.
1.6.5 Designation, participation, Site attendance, possession of Company documents or performance of administrative or technical functions does not, by itself, confer authority to approve a Variation or bind the Company to its consequences.
1.6.6 A Variation operates prospectively unless retrospective effect is expressly agreed by persons with the required authority or otherwise validly arises under Applicable Law.
1.6.7 Nothing in this Clause excludes actual authority, lawful ratification, estoppel or another legal consequence that Applicable Law recognises and the Parties cannot validly exclude.

1.7 Liability, Indemnity and Third-Party Claims.
1.7.1 The Service Provider is liable for Loss to the extent caused by its breach of this Agreement, negligence, fraud, wilful misconduct, unlawful act or omission, or that of any person for whom it is legally or contractually responsible.
1.7.2 Subject to Applicable Law and any express, legally effective liability limitation in this Agreement, the Service Provider shall indemnify the Company against reasonably incurred and legally recoverable Loss, including defence costs, arising from:
(a) breach of this Agreement by the Service Provider;
(b) death, personal injury or property damage attributable to its acts or omissions;
(c) its unauthorised representations, commitments, expenditure or dealings;
(d) claims by its personnel, subcontractors or suppliers concerning obligations for which it is responsible;
(e) third-party infringement of Intellectual Property Rights by its Services or Deliverables, except to the extent directly caused by material information supplied by the Company;
(f) its breach of confidentiality or data-protection obligations; or
(g) defective, negligent or unlawful Services attributable to it.
1.7.3 The Service Provider shall promptly notify the Company in writing of any Claim potentially engaging this Clause, preserve relevant evidence and provide information and reasonable cooperation required for its investigation, defence or resolution.
1.7.4 Without the Company's prior written approval, the Service Provider shall not admit liability, settle or compromise a Claim, or make any admission, undertaking or representation that imposes liability, cost or obligation on the Company, except to the extent immediate action is legally required.
1.7.5 The Company may participate in the defence of any Claim affecting its interests and, where its interests or liability are materially affected, direct its defence and settlement to the extent legally permissible. The Service Provider shall reasonably cooperate and shall not bind the Company by settlement without its written approval or other lawful authority.
1.7.6 This Clause supplements other lawful remedies but permits no double recovery for the same Loss. Liability shall be allocated according to the Agreement and Applicable Law; nothing excludes liability or a duty that cannot lawfully be excluded.

1.8 Eligibility and Continuing Compliance.
1.8.1 At its own cost, unless an authorised Contractual Document expressly provides otherwise, the Service Provider shall obtain and maintain every licence, registration, qualification, permit, approval, insurance policy and eligibility requirement legally applicable to it or the Services.
1.8.2 The Service Provider warrants that its material disclosures concerning its identity, authority, eligibility, qualifications, insurance and capacity to perform are accurate and not misleading. It shall promptly notify the Company in writing of any material change, suspension, restriction, expiry, cancellation or impediment affecting them.
1.8.3 On reasonable request, the Service Provider shall provide current documentary evidence of compliance. The Company may verify that evidence and require correction of a substantiated deficiency within a reasonable period, where correction is legally and practically possible.
1.8.4 A material failure under this Clause entitles the Company to exercise any suspension, termination or other remedy available under this Agreement or Applicable Law, subject to applicable notice, cure and procedural requirements. The Company need not permit performance that would be unlawful or expose it to an avoidable material risk.

1.9 Framework and Project-Specific Engagements.
1.9.1 This Agreement establishes the contractual framework only and does not, by itself, award, order or authorise a Project.
1.9.2 A Project is established only by a valid Project-Specific Document authorised and executed in accordance with this Agreement. It shall identify, as applicable, the Scope, Site, Deliverables, specifications, programme, dates, Contract Sum, pricing, milestones and payment terms.
1.9.3 A tender, quotation, proposal, estimate, discussion, correspondence or other communication does not establish a Project or authorise work unless expressly incorporated into a valid Project-Specific Document by persons with the required authority.



1.9.4 A Project-Specific Document supplements this Agreement and varies it only to the extent that the change is expressly identified, authorised under Clause 1.6 and legally effective. Clause 1.12 governs document precedence.
1.9.5 Subject to accrued rights and binding commitments, the Company retains discretion over whether, when and to what extent to engage the Service Provider. No minimum workload, exclusive engagement, future Project or award is promised unless expressly and validly agreed.

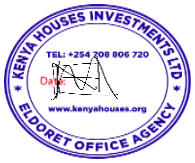
1.10 Scope of Services.
1.10.1 The Service Provider shall perform the Services defined by this Agreement and the applicable Project-Specific Document, together with obligations necessarily imposed by Applicable Law.
1.10.2 It shall comply with the specifications, drawings, programmes, milestones, quality standards and Site requirements incorporated into the applicable Scope.
1.10.3 No item forms part of the contractual Scope merely because it is customary, convenient, useful, desirable or commercially beneficial, unless required by the Contractual Documents or Applicable Law.
1.10.4 The Service Provider shall promptly notify the Company in writing of any material inconsistency, omission, ambiguity or apparent error in the Contractual Documents and seek clarification before proceeding where reasonably practicable. It shall identify any reasonably foreseeable material effect on cost, time, quality, safety or legal compliance. Notice alone does not authorise a variation or establish an entitlement to additional payment or time.
1.10.5 The Company's review, inspection, comment, coordination, approval or use of a Service or Deliverable does not, by itself, vary the Scope, waive a requirement, certify full compliance or transfer responsibility allocated to the Service Provider. The Company remains subject to duties and liabilities imposed directly upon it by Applicable Law.

1.11 Company Responsibilities.
1.11.1 The Company is responsible for obligations expressly allocated to it by this Agreement or an authorised Project-Specific Document, and duties imposed directly by Applicable Law.
1.11.2 The Company's review, inspection, coordination, verification, facilitation or communication does not transfer or discharge responsibilities allocated to the Service Provider.
1.11.3 The Service Provider claiming that a Company-controlled matter affects performance shall promptly notify the Company in writing, identify the cause and anticipated impact, provide reasonably available supporting records and mitigate the consequences. Relief is available only to the extent established under the Contract or Applicable Law.
1.11.4 Nothing in this Agreement excludes a duty or liability that Applicable Law prohibits the Company from excluding.

1.12 Contractual Documents and Precedence.
1.12.1 The Contract comprises only documents validly accepted, incorporated and authorised to govern the relevant matter:
(a) these Contractual Terms and Conditions;
(b) the accepted Tender Application and Execution Form;
(c) the applicable Project-Specific Document;
(d) specifications, schedules and other expressly incorporated documents; and
(e) Effective Variations.
1.12.2 Unless an Effective Variation expressly and validly provides otherwise, the following order applies to conflicting provisions:
(a) an Effective Variation, solely for the provision expressly varied;
(b) the Project-Specific Document, for expressly identified Project-specific matters;
(c) these Contractual Terms and Conditions; and
(d) technical documents, for technical matters expressly assigned to them.
1.12.3 A document does not form part of the Contract merely because it is attached, exchanged, acknowledged, signed, paid, discussed, retained or generated. Incorporation and authority must be established under this Agreement and Applicable Law.
1.12.4 A Project-Specific Document does not amend the general framework by implication. Any amendment must identify the provision changed and satisfy Clause 1.6.

2.0 Contract Period.
2.0.1 This Agreement commences on the Effective Date and continues for five (5) years unless earlier terminated or otherwise ended under the Agreement or Applicable Law.
2.0.2 The Agreement renews for successive five-year periods unless either Party gives written non-renewal notice received at least ninety (90) days before expiry. Renewal remains subject to Applicable Law and Effective Variations.
2.0.3 Renewal continues the framework only; it does not award a Project, guarantee work or create a minimum workload, expenditure or continuous-performance obligation.
2.0.4 Expiry or termination of the framework does not terminate an existing Project-Specific Document unless its terms, a valid termination instrument or Applicable Law so provide.
2.0.5 Accrued rights and obligations, and provisions which expressly or by their nature survive, remain effective.

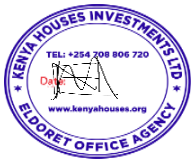
2.1 Suspension and Termination.
2.1.1 The Company may suspend all or part of a Project by written notice where reasonably necessary to protect persons, property or legitimate Company interests; comply with Applicable Law or a lawful order; investigate suspected breach; mitigate material Loss; or address material performance, safety or compliance risks. Immediate protective action may be taken where reasonably necessary, subject to Applicable Law.
2.1.2 During suspension, the Service Provider shall comply with lawful instructions, secure and preserve affected work, the Site, materials, equipment and records, and mitigate avoidable Loss. The Company shall communicate resumption instructions when suspension ends.
2.1.3 Suspension is not termination. Any resulting extension, payment or other relief shall be determined under Clause 2.3, the applicable Contractual Documents and Applicable Law.



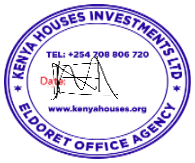
2.1.4 The Company may terminate this Agreement or an affected Project-Specific Document for:
(a) material breach not remedied within the applicable cure period;
(b) repeated material breach;
(c) fraud, bribery, corruption, serious misconduct or unlawful conduct;
(d) loss of a legally required licence, approval, qualification or capacity;
(e) abandonment or persistent failure to perform;
(f) unauthorised work, expenditure, assignment or subcontracting;
(g) material misrepresentation or concealment;
(h) material breach of confidentiality, data-protection or Intellectual Property obligations;
(i) prohibited circumvention or unauthorised dealings concerning a Protected Opportunity;
(j) insolvency, to the extent termination on that ground is lawful; or
(k) another express contractual termination event.
2.1.5 For a remediable breach, the Company may issue written notice allowing seven (7) days to remedy it, unless another period is specified by the Contract or required by Applicable Law. No contractual cure period is required for an irremediable breach or where immediate action is lawfully justified. Mandatory notice and cure requirements prevail.
2.1.6 The Service Provider may suspend or terminate only where expressly permitted by the Agreement or Applicable Law and after satisfying the applicable conditions and procedures.
2.1.7 The Company may terminate for convenience only under an express contractual right or other lawful basis, subject to the applicable financial consequences.
2.1.8 Termination of one Project does not terminate another Project or the framework unless the relevant instrument or Applicable Law expressly provides otherwise.
2.1.9 Financial consequences of suspension or termination shall be determined under Clause 2.3, without double recovery.

2.2 Dispute Resolution.
2.2.1 Dispute Notice. A Party commencing a Dispute shall give written notice identifying the relevant Contractual Document or provision, material facts and issues, relief sought and reasonably available supporting documents. An invoice, demand, general reservation or unsupported assertion alone is insufficient. A notice does not establish liability or entitlement.
2.2.2 Amicable Resolution. Subject to Clause 2.3 and mandatory obligations, the Parties shall attempt resolution through authorised representatives for fourteen (14) Business Days after receipt of a compliant Dispute Notice, unless extended in writing. Either Party may seek lawful urgent interim or protective relief.
2.2.3 Technical Determination. A technical or professional determination is a prerequisite to arbitration only if expressly required by the applicable Project-Specific Document, which shall identify the issue, appointment procedure, scope and intended effect. Unless expressly and lawfully agreed otherwise, the determination does not finally determine legal liability or payment rights. Failure to participate does not prevent progression where the agreed procedure permits.
2.2.4 Arbitration. A Dispute unresolved after the applicable preceding procedure may be referred to arbitration under the Arbitration Act, 1995, as amended, and any expressly incorporated arbitration rules. The seat shall be Eldoret, Kenya; the language English; and the tribunal shall comprise one arbitrator. The Parties shall appoint the arbitrator by agreement within fourteen (14) days after a written request for appointment. Failing agreement, appointment shall be made under the applicable statutory or incorporated procedure. Neither Party may appoint the arbitrator unilaterally except as that procedure permits.
2.2.5 Court Relief. A Party may seek a stay, referral to arbitration or interim, conservatory or supportive relief from a competent court as permitted by Applicable Law. Nothing excludes a court's mandatory jurisdiction or powers.
2.2.6 Continuing Obligations. A Dispute does not, by itself, entitle the Service Provider to suspend, abandon or reduce undisputed obligations, or withhold or obstruct delivery of Company property, records, Deliverables or materials as security for a disputed or unverified amount, except where Applicable Law permits.
2.2.7 Costs.
a) The Service Provider shall bear and promptly pay all reasonable, documented costs of expert determination and arbitration arising from or relating to this Agreement, including expert and arbitrator fees, appointment and administrative charges, deposits, advances, hearing and venue expenses, transcription costs, and the Company's reasonable legal fees and disbursements directly attributable to those proceedings.
b) Recoverable costs include amounts paid by the Company on the Service Provider's behalf and costs reasonably incurred to secure, participate in or enforce the determination or award.
c) The Company may demand reimbursement of such amounts upon providing reasonable supporting particulars. The Service Provider's obligation applies regardless of which Party initiates the proceedings, subject to mandatory Applicable Law and any non-excludable power of the expert, tribunal or court. No cost may be recovered more than once.

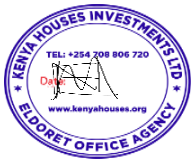
2.2.8 No Automatic Entitlement. A Dispute Notice, negotiation, technical determination or arbitration does not itself create a Variation, extension, compensation, authority or other entitlement not established by the Contract or Applicable Law.
2.3 Financial Reconciliation.
2.3.1 Governing Basis. All amounts arising from performance, suspension, expiry or termination of a Project shall be reconciled exclusively under this Clause, the authorised Project-Specific Document, any Effective Variation and Applicable Law, without double recovery.
2.3.2 Earned Value. Earned Value ("EV") means the value of authorised Services properly performed and Deliverables supplied, measured using the agreed milestones, rates, quantities, valuation rules or other pricing mechanism. Where none applies, EV shall be objectively assessed against the authorised Scope, work actually performed, quality achieved and contemporaneous evidence, allowing for defective, incomplete or non-compliant work to the extent lawfully deductible.
2.3.3 Recoverable Costs. Recoverable Costs ("RC") are reasonable, evidenced costs recoverable under an express contractual provision or Applicable Law, actually incurred for the relevant Project and not already included in EV or another amount claimed. They exclude unsupported, avoidable, unrelated, duplicated or unauthorised expenditure and costs attributable to the claiming party's breach, negligence or failure to mitigate, to the extent legally recoverable.



2.3.4 Project Cancellation Allocation. Project Cancellation Allocation ("CCA") shall be 30% of the applicable Contract Sum only where the authorised Project-Specific Document expressly adopts that allocation, identifies the cancellation or termination event triggering it, specifies its calculation base and states when it becomes payable. CCA shall compensate only the contractual cancellation exposure it is intended to cover; it shall not duplicate EV, RC, damages or another recovery for the same loss. Its enforceability and application remain subject to Applicable Law.
2.3.5 Unperformed Contract Value. Unperformed Contract Value means the portion of the Contract Sum attributable to authorised Services not performed and Deliverables not supplied, after applying valid adjustments. It is not earned merely because the Contract Sum was agreed, funds were budgeted, resources were reserved or the Project was cancelled. Any amount recoverable in respect of unperformed work must have an independent contractual or legal basis.
2.3.6 Reconciliation Formula. Subject to Clauses 2.3.2–2.3.5, the Project account shall be calculated as:
EV + RC + CCA + other amounts independently due under the Contract or Applicable Law − payments, credits, refunds and other amounts already accounted for.
Each component must have a distinct legal and factual basis. No item may be counted twice, and no deduction or addition may be made merely by labelling it a cost, loss, penalty, fee or adjustment.
2.3.7 Reconciliation Statement. KH may prepare and revise a written reconciliation supported by an itemised calculation identifying the relevant contractual provision, work measured, costs claimed, CCA trigger and calculation base, payments, credits, deductions, supporting records and resulting balance. The Service Provider shall provide relevant records reasonably required to verify the account. KH's statement is an accounting assessment, not a conclusive adjudication of a disputed entitlement.
2.3.8 Set-Off and Recovery. KH may set off amounts due from the Service Provider against amounts payable to it only to the extent authorised by the Contract or Applicable Law. A disputed or unliquidated claim shall not be treated as an established debt solely because KH asserts or records it. Any recovery must be supported by the applicable contractual or legal basis and shall remain subject to the agreed dispute procedure and mandatory law.
2.3.9 Overpayments and Refunds. An established overpayment, excess advance or other refundable balance shall be repaid within seven (7) days after its amount and repayment obligation become ascertainable, unless another period is expressly agreed or required by law. Any refund, reversal, credit or set-off shall be recorded and deducted from the relevant balance; no amount may be recovered twice.
2.3.10 Invoices and Certification. An invoice, certificate, internal entry, payment record or reconciliation statement is evidence only to the extent supported by its contents and surrounding records. None, by itself, conclusively establishes entitlement, acceptance of defective work, waiver, final settlement or amendment of the Contract.
2.3.11 Finality and Supporting Records. A reconciliation does not extinguish fraud, concealment, manifest error, latent defects, surviving obligations, amounts not reasonably ascertainable at the time or rights preserved by Applicable Law. Each Party shall preserve and, on reasonable request, provide relevant Project records within its possession or control, subject to lawful confidentiality, privilege and data-protection restrictions.
2.3.12 Charges. Interest, liquidated damages, cancellation charges, administrative fees and other charges are recoverable only where expressly authorised by the Contract or Applicable Law, with the applicable trigger and calculation established. No charge shall be duplicated or used to circumvent a liability limit, mandatory law or the dispute procedure.
2.4 Expiry, Termination and Handover.
2.4.1 Cessation. Upon expiry or termination of a Project, the Service Provider shall cease affected work on the effective date and to the extent directed, except for work expressly authorised or reasonably necessary to protect persons, property or the Site. It shall not incur further expenditure on KH's account without written authority, except where immediate action is legally required or reasonably necessary to prevent imminent harm.
2.4.2 Handover. The Service Provider shall promptly secure the Site and work in progress; protect materials, equipment and completed work; deliver all completed and partly completed Deliverables, drawings, specifications, test results, permits, warranties, records and other Project materials due to KH; return KH or client property and confidential information; account for advances, materials and property; and remove its personnel and equipment as reasonably directed. It shall provide an inventory and condition record, identifying incomplete work, known defects and outstanding safety risks.
2.4.3 Records and Cooperation. The Service Provider shall preserve relevant records and provide reasonable handover cooperation necessary for KH or a replacement provider to continue, inspect, protect, rectify or complete the Project. Additional transition services are payable only where expressly agreed or otherwise recoverable under Applicable Law.
2.4.4 Replacement and Completion Costs. KH may complete, protect or rectify the affected Project through another provider. Any amount claimed from the Service Provider in connection with that action must be contractually or legally recoverable, reasonably incurred, causally connected to the relevant breach or termination event, evidenced and reduced by avoided costs, credits and other recoveries. Unrelated work, discretionary upgrades and betterment shall not be charged as completion costs except to the extent lawfully recoverable.
2.4.5 No Automatic Entitlement. Expiry, termination, partial performance, mobilisation or reservation of resources does not automatically entitle the Service Provider to the Contract Sum, profit on unperformed work, cancellation compensation or reimbursement. Any entitlement shall be determined under Clause 2.3, the relevant Project-Specific Document and Applicable Law.
2.4.6 No Improper Withholding. The Service Provider shall not withhold KH or client property, records, access credentials or Deliverables merely because payment or another dispute remains unresolved, except to the extent a legally enforceable right permits withholding. This clause does not extinguish a lawful lien or other mandatory right.
2.4.7 Survival. Handover, accounting, confidentiality, record preservation, intellectual property, accrued payment and liability obligations, and provisions intended by their nature to survive, shall continue after expiry or termination. Financial consequences shall be reconciled under Clause 2.3 without double recovery.
2.5 Claims, Notices, Waiver and Settlement.
2.5.1 Particularised Claims. A claim shall identify the Project, contractual or legal basis, material facts, relief or amount sought, calculation and available supporting records, and shall comply with any applicable notice procedure and deadline expressly prescribed by the Contract. An invoice, demand, general reservation or assertion of entitlement does not, by itself, establish a claim.
2.5.2 Late Notice. The consequences of late or deficient notice shall be determined by the express provision governing that notice and Applicable Law. No claim shall be automatically forfeited except to the extent the Contract lawfully provides for that consequence. Where relevant, the effect of delay, prejudice, mitigation and available evidence shall be considered.



2.5.3 Authority to Waive or Settle. A waiver, release, compromise or settlement binding KH must be made by a Company Representative with express authority for that act, in the required form and subject to Applicable Law. A person's inspection, correspondence, certification, payment processing or site presence does not, by itself, confer settlement or variation authority.
2.5.4 No Implied Acceptance or Waiver. Inspection, review, certification, payment, possession, use, negotiation, delay, partial enforcement or failure to object immediately does not, by itself, establish acceptance of non-compliant work, waive a breach or vary the Contract. Any waiver must be established under the Contract and Applicable Law; this clause does not exclude waiver, estoppel or other consequences that the law may recognise on the proven facts.
2.5.5 Preservation of Rights. A reservation of rights preserves only rights otherwise existing; it does not create a new entitlement, cure non-compliance with a mandatory requirement or displace the dispute procedure. Nothing in this Clause excludes a right or remedy that cannot lawfully be excluded.
2.6 Conditions Precedent and Commencement.
2.6.1 Required Conditions. The Service Provider shall not commence the affected Services until every applicable condition precedent specified in the Contract or authorised Project-Specific Document has been satisfied or lawfully waived. Conditions may include required licences, permits, approvals, designs, insurance, security, qualified personnel, equipment, funding arrangements expressly allocated to the Service Provider, Site access and safety requirements.
2.6.2 Evidence and Verification. The Service Provider shall provide current documentary evidence of compliance when required. Where a condition requires KH's approval or verification, it is satisfied only when the authorised Company Representative confirms satisfaction in writing, unless the Contract or Applicable Law provides otherwise. KH shall not be taken to have approved a matter merely by receiving documents or remaining silent.
2.6.3 Limited Waiver. A waiver must identify the particular condition, Project and extent of the waiver, be issued by a duly authorised Company Representative in writing, and comply with Applicable Law. It does not waive another condition, a continuing requirement, a statutory obligation or a requirement expressly stated to be non-waivable.
2.6.4 Distinct Authorisations. Permission to mobilise, permission to commence Services and authority to incur expenditure on KH's account are separate. Each must be established under the applicable written authorisation. None implies the others.
2.6.5 Unauthorised Early Work. Work undertaken before the required conditions and authorisations are satisfied is at the Service Provider's risk, subject to Applicable Law. KH's knowledge, inspection, site access, preliminary approval, correspondence or payment does not, by itself, waive a condition, authorise additional work or create an entitlement. Any lawful ratification or entitlement must be established independently.
2.6.6 Continuing Compliance. The Service Provider shall maintain all conditions allocated to it throughout the relevant Services and promptly notify KH of any lapse, suspension, restriction or threatened loss. KH may exercise the suspension or termination rights under Clause 2.1, subject to the Contract and Applicable Law.
2.7 Contract Sum, Pricing and Commercial Risk.
2.7.1 Contract Sum. The Contract Sum and its pricing basis shall be those expressly stated in the authorised Project-Specific Document, as validly adjusted under Clause 1.6, an expressly agreed adjustment mechanism or Applicable Law. A quotation, estimate, invoice or informal communication does not amend the Contract Sum unless validly incorporated or authorised under the Contract.
2.7.2 Price Inclusions and Exclusions. The Contract Sum includes the costs of performing the agreed Scope, including ordinary labour, supervision, materials, equipment, transport, overheads, taxes and other costs allocated to the Service Provider by the Project-Specific Document. Any exclusion, provisional sum, allowance, contingency or separately chargeable item must be expressly identified, with its basis and treatment stated in that document.
2.7.3 Pricing Responsibility. The Service Provider is responsible for assessing reasonably ascertainable site conditions, quantities, resources, methods, access, market conditions, procurement, compliance costs and other matters within its allocated responsibility before pricing. An error, omission, underestimation, inadequate margin or failure to investigate a reasonably ascertainable matter does not, by itself, increase the Contract Sum.
2.7.4 Adjustments. Additional payment or a price adjustment is available only under an express adjustment mechanism, an Effective Variation or Applicable Law. A genuine change in authorised Scope shall be distinguished from the Service Provider's pricing error or ordinary commercial risk. No extra margin, fee or charge is payable merely because it appears in an invoice or is asserted after work has begun.
2.7.5 Assumptions and Dependencies. Any pricing assumption, exclusion, dependency or qualification on which the Service Provider relies must be expressly recorded in the authorised Project-Specific Document before the affected work commences. Unincorporated assumptions do not amend the agreed allocation of risk.
2.7.6 Ordinary Commercial Risk. Subject to express contractual adjustments, an Effective Variation, Clause 2.8 and Applicable Law, the Service Provider bears ordinary commercial risks allocated to it, including ordinary price changes, exchange-rate movements, resource shortages, procurement costs and estimating errors. This allocation does not transfer to the Service Provider a risk expressly assumed by KH or imposed on KH by non-excludable law.
2.8 Force Majeure and Unexpected Conditions.
2.8.1 Force Majeure Event. A Force Majeure Event is an event beyond the affected Party's reasonable control that directly and materially prevents or delays performance, could not reasonably have been prevented or overcome by reasonable precautions and mitigation, and was not caused or materially contributed to by that Party's breach, negligence or failure to perform an allocated obligation.
2.8.2 Exclusions. To the extent reasonably avoidable or attributable to the affected Party, force majeure does not include lack of funds or finance, ordinary price or exchange-rate fluctuations, inadequate staffing or resources, poor planning, avoidable supplier or procurement failure, failure to obtain an authorisation allocated to that Party, or its breach, negligence or misconduct. Mandatory legal protections remain unaffected.
2.8.3 Notice and Evidence. The affected Party shall notify the other in writing as soon as reasonably practicable and, where practicable, within five (5) Business Days after it knew or ought reasonably to have known of the event. Notice shall identify the event, affected obligations, expected impact, mitigation measures and available evidence. Any delay in notice shall be explained, and updated information and evidence shall be supplied as they become available. Relief shall be limited to the extent the delay in notice has not lawfully barred or prejudiced the relevant claim.
2.8.4 Limited Relief and Mitigation. The affected Party shall take reasonable steps to avoid, mitigate and overcome the event, use available alternatives where reasonable, and resume performance promptly. Relief applies only to the obligation actually prevented or delayed and for the



proven period of impact. A force majeure notice does not automatically entitle either Party to additional payment, a price increase, a variation, an extension or compensation.

2.8.5 Unexpected Conditions. An unexpected condition is a material physical or site condition that differs substantially from information supplied or conditions that the Service Provider could reasonably have ascertained through the investigations, access and precautions allocated to it. It does not include a condition caused by the Service Provider's acts or omissions or one it should reasonably have identified before commencing the affected work.

2.8.6 Response to Unexpected Conditions. The Service Provider shall, where practicable before disturbing the condition or incurring material additional costs, notify KH in writing, preserve relevant evidence, explain the difference and its likely effect, and propose mitigation. It shall undertake only the protective work reasonably necessary to prevent imminent harm or material damage until further authorised. Notice alone does not authorise changed work, extra expenditure, additional payment or an extension; any adjustment must arise under Clause 1.6, an express contractual mechanism or Applicable Law.

2.8.7 Prolonged Prevention. If a Force Majeure Event continuously prevents material performance of a Project for more than thirty (30) consecutive days, KH may terminate the affected Project by written notice where continued performance is not reasonably practicable, subject to Applicable Law. Termination does not remove accrued rights, handover obligations or the duty to reconcile the Project account under Clause 2.3.

2.8.8 Continuing Obligations. A Force Majeure Event does not excuse obligations unaffected by it, payment for amounts already due, reasonable protective measures, notice and mitigation duties, or obligations that remain legally and practically performable. No Party shall recover twice for the same event or loss.

2.9 Compliance and Commercial Integrity.

2.9.1 The Service Provider shall comply with Applicable Law, maintain all authorisations required for its obligations, and perform honestly, competently and professionally.

2.9.2 The Service Provider shall not engage in bribery, kickbacks, corruption, fraud, collusion, unlawful inducements, improper payments or other unlawful conduct, or knowingly falsify, submit or conceal a materially misleading record.

2.9.3 The Service Provider shall promptly disclose any actual or reasonably foreseeable conflict of interest materially affecting the Project, performance or the Company's interests, and comply with lawful, proportionate mitigation measures required by the Company.

2.9.4 A material breach entitles the Company to exercise applicable verification, protective, suspension, termination, recovery and other contractual or lawful remedies, subject to the Agreement and Applicable Law.

3.0 Disclosure and Material Changes.

3.0.1 The Service Provider shall promptly notify the Company of any material change in information supplied or required to be maintained or disclosed under the Agreement.

3.0.2 Disclosure includes material changes in ownership, control, key personnel, qualifications, professional standing, financial capacity, business status, licensing, insurance or regulatory status affecting performance, compliance or the Company's interests.

3.0.3 The Service Provider shall provide reasonably requested supporting documents for lawful verification and promptly correct material inaccuracies.

3.0.4 Material misrepresentation, concealment or failure to disclose a required matter constitutes a breach and may ground remedies under the Agreement and Applicable Law.

3.1 Security, Liens and Encumbrances.

3.1.1 Security is required only where imposed by Applicable Law or expressly stipulated in an authorised Contractual Document specifying its form, amount, issuer, duration, maintenance and release conditions.

3.1.2 The Service Provider shall not create or permit an unauthorised lien, charge, security interest or encumbrance over Company or client property, Project materials, Deliverables or records.

3.1.3 The Service Provider shall promptly notify the Company of any asserted claim, lien or encumbrance affecting such property, stating its legal basis, amount and affected property, and shall discharge claims attributable to its acts, omissions or obligations to the extent legally required.

3.1.4 The Service Provider shall not withhold or obstruct delivery of Company or client property, materials, records or Deliverables to secure a disputed or unverified claim, except to the extent a legally enforceable right permits withholding.

3.1.5 Nothing in this Clause creates, excludes or restricts a statutory lien, security or other right to the extent its exclusion or restriction is prohibited by Applicable Law.

3.2 Invoicing and Payment Administration.

3.2.1 Each invoice shall identify the Project, governing Contractual Document, contractual payment basis and trigger, relevant milestone or valuation, Services or Deliverables claimed, amount due, applicable taxes and deductions, previous payments and credits, and supporting records.

3.2.2 The Company may reject or return an incomplete, inaccurate, inconsistent or unsupported invoice, identifying the material deficiency and reasonably required correction or evidence. Review, return or resubmission does not establish entitlement.

3.2.3 Receipt, processing, certification or partial payment does not, by itself, establish the correctness of an amount claimed, acceptance of defective performance, waiver or amendment of the Agreement.

3.2.4 Subject to Applicable Law, the Company may withhold the portion of a payment reasonably disputed on an identified contractual, factual, valuation, performance, compliance or legal ground. The Company shall identify the disputed amount and material grounds in writing within a reasonable time. Undisputed amounts remain subject to the applicable payment terms and mandatory law.

3.2.5 A contractual payment period begins when the compliant invoice has been received and the applicable payment trigger has occurred, subject to any mandatory statutory payment period.

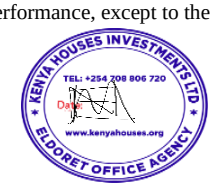
3.2.6 Correction or resubmission does not enlarge entitlement, cure an unrelated breach or restart a Claim or notice period unless the Agreement or Applicable Law expressly provides otherwise.

3.2.7 An invoice, certificate, account or payment request does not vary the Scope, Contract Sum or other contractual obligation except through Clause 3.4 or another expressly applicable contractual adjustment mechanism.

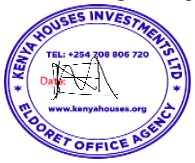
3.3 Taxes.

3.3.1 Each Party shall comply with Applicable Law concerning taxes, levies, statutory deductions, contributions and reporting.

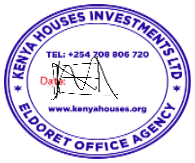
3.3.2 The Service Provider bears taxes, duties, levies, contributions and fiscal obligations attributable to its business, personnel, subcontractors, supplies and performance, except to the extent Applicable Law imposes liability directly on the Company.



3.3.3 The Company may deduct or withhold amounts required or permitted by Applicable Law and shall remit or account for them as legally required. The Service Provider shall provide valid tax invoices, certificates and other legally required documentation relating to its supplies.
3.3.4 VAT and other transaction taxes are payable only where legally chargeable on the relevant supply and shall be separately stated and supported by legally required documentation. Nothing authorises a deduction, withholding or payment delay contrary to Applicable Law.
3.4 Variations and Change Control.
3.4.1 No addition, omission, substitution or alteration to the Scope, Services, Deliverables, programme, Contract Sum or other contractual requirement is effective unless made under Clause 1.6, an expressly agreed adjustment mechanism or Applicable Law.
3.4.2 A proposed Variation shall, where practicable, specify the change, affected Scope, contractual basis, time consequences and price or pricing method. The Company may approve, reject or request clarification of a proposal, subject to existing contractual commitments and Applicable Law.
3.4.3 The Service Provider shall not implement a proposed Variation or incur additional expenditure on the Company's account before it becomes effective, except as expressly authorised by the Agreement or required by Applicable Law.
3.4.4 A quotation, estimate, request, recommendation, meeting, Site discussion, correspondence, technical submission, measurement, invoice, payment or instruction from a person lacking the requisite authority does not, by itself, constitute an Effective Variation.
3.4.5 Only a Company Representative expressly authorised to approve the relevant Variation may bind the Company, and the prescribed approval procedure and form must be followed. The Service Provider shall verify authority before acting. Unauthorised work is at the Service Provider's risk and creates no automatic entitlement merely because it was performed, inspected, measured, used, retained, certified, invoiced or paid.
3.4.6 An emergency exists only where immediate action is reasonably necessary to address an imminent risk of death or serious injury, material property damage, serious environmental harm or material destruction, and delay would materially increase that risk.
3.4.7 In an emergency, the Service Provider may take only the minimum lawful and proportionate action reasonably necessary to address the imminent risk. It shall notify the Company as soon as practicable and maintain contemporaneous records of the circumstances, actions, resources and costs.
3.4.8 Emergency action does not itself constitute an Effective Variation or establish additional payment or time. Any entitlement shall be determined under the Agreement and Applicable Law.
3.4.9 Nothing in this Clause excludes lawful ratification, estoppel or another legal consequence that cannot lawfully be excluded.
3.5 Records, Audit and Verification.
3.5.1 The Service Provider shall maintain accurate, complete and contemporaneous records reasonably necessary to verify performance, compliance, payments and Claims, including measurements, invoices, receipts, payments, personnel, procurement, deliveries, photographs, inspections, approvals, technical submissions, subcontractors, suppliers and material correspondence.
3.5.2 Records shall be retained for the longer period required by the Agreement or Applicable Law, to the extent lawful. Once a Claim, dispute, investigation or reasonably anticipated proceeding arises, the Service Provider shall preserve relevant records until lawful disposal is permitted.
3.5.3 On reasonable notice and during reasonable hours, the Company or its authorised representative may inspect, copy or audit records relevant to the Agreement, Project, performance, Claim, payment or compliance. Immediate access may be required where reasonably necessary to preserve evidence, protect persons or property, or address suspected fraud or material misconduct, subject to Applicable Law.
3.5.4 The Service Provider shall provide reasonable access, explanations and cooperation and shall procure access to relevant records held by its subcontractors or agents to the extent within its control.
3.5.5 Audit access shall be limited to relevant material and exercised with reasonable safeguards for confidentiality, information security, privilege and third-party data. The Company may require redaction of unrelated or legally protected information where this does not prevent meaningful verification.
3.5.6 No record, invoice, certificate, account, internal entry or statement conclusively establishes its own accuracy, causation, valuation or entitlement merely by existing. Where relevant records are unavailable, incomplete or materially inconsistent, the Company may consider other reasonable and lawful evidence, with the resulting assessment remaining open to challenge under the Agreement and Applicable Law.
3.5.7 Inspection, audit, verification or failure to inspect does not, by itself, constitute settlement, acceptance, waiver or release.
3.5.8 The Service Provider shall not knowingly falsify, improperly alter, conceal, destroy or withhold a material record to mislead the Company or defeat a contractual or legal right. It shall promptly report material loss, corruption or unauthorised alteration of relevant records.
3.6 Notices and Contractual Communications.
3.6.1 A formal notice shall identify the sender, recipient, relevant Contractual Document or matter, material facts, contractual or legal basis, relief sought where applicable, and prescribed method of service.
3.6.2 Where the Agreement prescribes a particular form, recipient, address or method, operational communications, Site discussions, routine correspondence, invoices, minutes and administrative messages do not substitute for formal notice.
3.6.3 No communication from a Company employee, agent, consultant or representative creates authority, varies or waives the Agreement, or establishes entitlement unless that person has the requisite authority and the communication complies with the Agreement and Applicable Law.
3.6.4 Each Party shall notify the other in writing of any change to its designated notice address or electronic address. Until valid notification, the last designated address remains the contractual address, subject to Applicable Law. Unless the Agreement or Applicable Law requires otherwise:
(a) hand delivery or courier is effective upon recorded delivery to the designated recipient or address;
(b) registered post is effective according to the applicable postal record and legal rules; and
(c) electronic notice is effective upon reliable evidence of receipt at the designated electronic address or system, or another legally recognised form of service. Dispatch alone does not establish receipt where delivery failure is recorded or otherwise reliably established.
3.6.5 If electronic delivery fails, the sender shall use another prescribed or legally permitted service method where the notice remains necessary. A notice period runs from receipt or deemed receipt under the Agreement and Applicable Law.
3.6.6 The consequences of defective, late or omitted notice are governed by the specific contractual provision and Applicable Law. No forfeiture or time bar arises merely by implication where the Contract or law does not provide for it.
3.6.7 Resending, correcting or restating a notice does not restart or extend an applicable period unless the Agreement or Applicable Law so provides.
3.7 Default and Liquidated Damages.
3.7.1 A Default occurs when the Service Provider fails to perform an obligation for which it is responsible under the Agreement, including an express requirement concerning time, quality, standard, condition, compliance or delivery.



3.7.2 Where a Default is capable of remedy, the Company may require cure within the period specified in the relevant Contractual Document or notice. This does not restrict protective action, suspension or termination otherwise available under the Agreement or Applicable Law.
3.7.3 Liquidated Damages are recoverable only where the relevant Contractual Document expressly identifies the particular delay or Default, triggering event, commencement date, rate or amount, cap and applicable exclusions or conditions. They accrue only upon the specified trigger and to the extent attributable to the Service Provider.
3.7.4 Where expressly agreed, Liquidated Damages constitute the agreed contractual measure for the identified event only to the extent legally enforceable. Their contractual designation does not establish enforceability under Applicable Law.
3.7.5 The Company shall not recover twice for the same Loss through Liquidated Damages and another monetary remedy. A separate remedy may be pursued only for a distinct Loss or to the extent otherwise permitted by the Contract and Applicable Law.
3.7.6 The Company may deduct or recover Liquidated Damages only in accordance with the applicable Contractual Document, the Agreement and Applicable Law.
3.8 Delay and Liquidated Damages Calculation.
3.8.1 The Service Provider shall commence, progress and complete each Project, Service and Deliverable by the date or milestone expressly established in the applicable Contractual Document, as lawfully adjusted under the Agreement.
3.8.2 Delay is established only to the extent the contractual date or milestone is missed for a period attributable to the Service Provider, after accounting for valid extensions and other qualifying events under the Agreement and Applicable Law.
3.8.3 The default delay rate in Clause 3.8.4 applies only where the relevant Project-Specific Document expressly adopts it. Otherwise, Liquidated Damages for delay apply only at the rate and on the basis expressly stated in that document.
3.8.4 Where expressly adopted, Liquidated Damages accrue at 0.25% of the Applicable Contract Value per completed week of attributable delay, calculated pro rata daily for a part-week, subject to a maximum of 10% of that value and Applicable Law.
3.8.5 "Applicable Contract Value" means the Contract Sum established for the affected Project or, where the Project is expressly measured or remeasurable and no fixed aggregate sum is established, the valuation basis expressly stipulated in the Project-Specific Document. An unaccepted tender, quotation, proposal, estimate or forecast is excluded. Where a separately valued section or milestone is expressly subject to delay damages, its stated value shall apply to that section or milestone.
3.8.6 The applicable completion date or milestone is the date expressly established in the Contractual Documents, as adjusted by an Effective Variation or another adjustment mechanism valid under the Agreement or Applicable Law.
3.8.7 A Company-caused delay, Force Majeure Event, Effective Variation or other qualifying event affects the completion period only to the extent its proven impact is recognised under the Agreement or Applicable Law. Concurrent events shall be assessed by their actual and legally relevant effects; temporal overlap alone neither excuses delay nor establishes liability.
3.8.8 An extension of time does not, by itself, establish entitlement to additional payment, and a claim for additional payment does not, by itself, establish an extension of time.
3.8.9 Liquidated Damages shall not accrue to the extent the relevant delay is attributable to a matter for which the Service Provider is not responsible under the Agreement or Applicable Law.
3.9 Data Protection — Client-Facing Contract Only.
3.9.1 Each Party shall comply with the data-protection obligations imposed directly on it by Applicable Law in respect of personal data it processes or controls.
3.9.2 KH independently determines the purposes and means of processing personal data for its own lawful business operations, including enquiries, contract formation, authentication, administration, performance, communications, accounting, payments, security, compliance, recordkeeping, claims, dispute resolution and lawful retention. KH shall identify and rely on an appropriate lawful basis for each processing activity as required by Applicable Law.
3.9.3 Upon entering into the Client-facing Contract, the Client expressly acknowledges and authorises KH, to the extent the Client is legally entitled to do so, to process personal data within the purposes disclosed in that Contract and the associated privacy notice. The authorisation covers processing already lawfully within its stated scope throughout the Contract and any lawful post-contractual retention or handling period; no repeated permission is required for processing already covered.
3.9.4 The Client's authorisation does not extend to undisclosed or incompatible purposes, data the Client lacks authority to authorise, or processing prohibited by law. It does not replace any independently required notice, consent, lawful basis, safeguard or data-subject right. KH may rely on another lawful basis where permitted by Applicable Law.
3.9.5 Each Party remains responsible for processing it determines or carries out, including processing by persons acting on its behalf, to the extent required by Applicable Law. Neither Party assumes responsibility merely because the other independently determines or conducts processing outside its control.
3.9.6 KH may establish and implement reasonable, lawful procedures governing the collection, verification, access, use, security, disclosure, retention and deletion of personal data within its control. Those procedures remain subject to Applicable Law and do not create authority to process data beyond a lawful basis or disclosed purpose where disclosure is required.
3.9.7 Each Party shall promptly notify the other, to the extent legally required and reasonably relevant, of a personal-data incident or request materially affecting the other Party's processing obligations, and shall provide reasonable lawful cooperation. Neither Party may admit liability or make a commitment on behalf of the other without authority.
3.9.8 Nothing in this Clause excludes, transfers or limits a duty, liability, remedy or data-subject right imposed directly by Applicable Law. This Clause shall be incorporated into the Client-facing Contract and shall not be treated as Client authorisation merely because a Service Provider signs a separate agreement.
4.0 Confidentiality and Data Protection.
4.0.1 The Service Provider shall keep confidential and protect all non-public information relating to the Company, its clients, personnel, business, finances, systems, projects, opportunities, transactions and records ("Confidential Information"), whether received, accessed, generated or observed in connection with the Agreement. It shall use Confidential Information solely for authorised performance or as required by Applicable Law.
4.0.2 Confidential Information excludes information the Service Provider proves through contemporaneous records: (a) became public without breach of duty; (b) was lawfully known to it without restriction before disclosure; (c) was independently developed without use of Confidential



Information; or (d) was lawfully received from a third party entitled to disclose it without restriction. A combination of information is not excluded merely because individual elements are public.

4.0.3 The Service Provider shall not copy, publish, exploit, disclose, transfer, sell or permit access to Confidential Information except as necessary for authorised performance, approved in writing by an authorised Company Representative, or required by Applicable Law. Access shall be restricted to identified personnel and approved subcontractors with a genuine need to know and enforceable confidentiality obligations. The Service Provider remains responsible, to the extent provided by the Agreement and Applicable Law, for their acts and omissions.

4.0.4 Where disclosure is legally compelled, the Service Provider shall, where lawful and practicable, give the Company prior notice, reasonably cooperate in seeking lawful protection and disclose only the portion legally required. Nothing prohibits a protected disclosure, lawful report to a regulator or disclosure that cannot lawfully be restricted.

4.0.5 Without the Company's prior written approval, the Service Provider shall not use the Company's name, logo, branding, client identity, project details, photographs, plans or other identifying information in advertising, publicity, social media, tenders, case studies or promotional materials; issue public statements concerning the Company, a client, Project or dispute; or represent that it is the Company's agent, partner, employee or authorised representative. This restriction does not prevent disclosure required by law or a competent authority.

4.0.6 Each Party shall comply with the data-protection duties directly imposed on it by Applicable Data Protection Law. The Service Provider shall process Personal Data only on a lawful basis, for authorised purposes and, where applicable, in accordance with lawful documented instructions. It shall not collect, use, disclose, retain or transfer Personal Data beyond what is lawful and necessary for its allocated obligations.

4.0.7 The Company independently determines the purposes and means of its own lawful processing, including processing for enquiries, contract formation and authentication, contract administration and performance, communications, payments, accounting, security, legal compliance, recordkeeping, claims and dispute resolution. Subject to Applicable Law, the Company retains control of its own contract-formation systems, records, access controls and business processes. Neither Party assumes responsibility merely because the other independently determines or conducts processing outside its control; this does not exclude any duty imposed directly on either Party by law.

4.0.8 On entering the separate Client-facing Contract, the Client shall expressly acknowledge and authorise the Company's processing of Personal Data within the purposes disclosed in that Contract and its associated privacy notice, but only to the extent the Client is legally entitled to give that authorisation. The authorisation covers processing already described and lawfully covered; no repeated permission is required for the same processing. It does not authorise undisclosed or incompatible purposes, validate unlawful processing, replace any separately required lawful basis or safeguard, or extinguish data-subject rights. The Company may rely on another lawful basis where permitted by law. This Clause does not treat the Service Provider's signature as Client authorisation.

4.0.9 Before processing begins, the Parties shall implement any legally required written controller, processor, data-sharing or other arrangement applicable to their actual roles. The Service Provider shall not appoint a subprocessor or transfer Personal Data to another person or outside Kenya without the Company's prior written approval where required by the Agreement and compliance with Applicable Law. Approval does not relieve the Service Provider of its own statutory duties.

4.0.10 The Service Provider shall maintain appropriate technical and organisational safeguards proportionate to the information and risks, including access restrictions, secure storage and transmission, credential protection, personnel controls, backups where appropriate, and secure disposal. It shall not use Company information for its own unrelated purposes, upload it to an unauthorised platform or disclose access credentials except as expressly authorised.

4.0.11 The Service Provider shall notify the Company without undue delay upon becoming aware of an actual or reasonably suspected unauthorised access, disclosure, loss, alteration, destruction or other material security incident affecting Confidential Information, Company systems or Personal Data handled for the Agreement. It shall preserve evidence, contain the incident, provide known facts and updates, and cooperate in investigation, remediation and legally required notifications. It shall not make admissions or notifications on the Company's behalf without authority, except where law independently requires it.

4.0.12 The Service Provider shall promptly refer to the Company any data-subject request, complaint or regulatory communication concerning processing performed for the Company, unless law requires it to respond directly. Each Party remains responsible for responding to matters within its own legal responsibility and shall provide lawful, reasonable cooperation where required.

4.0.13 On the Company's written direction, completion, expiry or termination, the Service Provider shall return or securely destroy Confidential Information and Personal Data within its possession or control, except to the extent retention is legally required. Retained information shall remain protected, be used only for the lawful retention purpose and be deleted when retention is no longer required. The Service Provider shall confirm completion on reasonable request.

4.0.14 Confidentiality obligations continue while the information remains confidential or legally protected. Data-protection obligations continue for as long as required by Applicable Law or the relevant processing. The Service Provider shall promptly report any suspected breach and preserve relevant evidence.

4.0.15 A breach of this Clause entitles the Company to exercise applicable contractual and legal remedies, including lawful protective measures, suspension, termination and recovery of proven recoverable Loss under the Agreement. Any recovery under this Clause and another indemnity or remedy shall not duplicate compensation for the same Loss. No provision excludes a duty or liability that cannot lawfully be excluded.

4.1 Intellectual Property.

4.1.1 Each Party retains its pre-existing Intellectual Property Rights ("IP Rights"). The Service Provider shall identify in writing, before incorporation or delivery, any material Background IP, third-party material, licence restriction or other right that could limit the Company's intended use of a Deliverable. Silence or failure to disclose does not itself create ownership, but may constitute a breach where disclosure was required.

4.1.2 Subject to Applicable Law and any express Project-Specific Document, all transferable IP Rights created specifically for the Company under an authorised Project ("Project IP") shall belong to the Company to the fullest extent legally permissible. The Service Provider shall execute a separate written assignment, signed by or on behalf of each relevant rights-holder, and procure any required recordal, registration or other formality. The Service Provider shall obtain equivalent effective assignments from its personnel and subcontractors before their contributions are incorporated or delivered.

4.1.3 Until all required assignments and formalities take effect, the Service Provider grants, and shall procure from each rights-holder legally capable of granting it, a licence to use the Project IP to the fullest extent lawfully available for the Project, including completion, evaluation,

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operation, maintenance, repair and lawful handover. This interim licence does not replace any mandatory formality for assignment or exclusive licensing.

4.1.4 The Service Provider retains ownership of its pre-existing or independently developed IP Rights ("Background IP"), excluding Project IP assigned under Clause 4.1.2. To the extent it owns or can lawfully grant the relevant rights, it grants the Company a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, adapt, modify, maintain, repair, complete and exploit Background IP incorporated in, supplied with or reasonably necessary to use the Services and Deliverables for the Project and the Company's lawful business purposes. The licence shall be in writing and signed where required by law.

4.1.5 The licence under Clause 4.1.4 includes the right, to the extent lawfully available, to engage replacement contractors, consultants, financiers, successors, permitted assigns, purchasers and lawful Project users to exercise those rights for the relevant purposes. The Service Provider shall disclose before incorporation any restriction that would materially impair completion, alteration, maintenance, repair, extension, replacement or lawful use of the Project.

4.1.6 The Service Provider shall obtain and maintain all permissions, licences, assignments, consents and releases necessary for the Company's contemplated receipt, use and exploitation of the Services and Deliverables. It shall not incorporate third-party, open-source, proprietary or otherwise restricted material that imposes material restrictions, recurring fees, disclosure duties or incompatible licence conditions without prior written disclosure and Company approval.

4.1.7 On request, the Service Provider shall provide an accurate schedule identifying material Project IP, Background IP, third-party materials, rights-holders, licences and restrictions, together with supporting documents reasonably required to verify the Company's rights. It shall not knowingly misrepresent the ownership, originality, licensing status or permitted use of any material supplied.

4.1.8 The Service Provider shall obtain legally effective moral-rights consents or permissions reasonably necessary for the contemplated use and modification of Deliverables, to the extent permitted by law. It shall identify any non-waivable rights or material restrictions known to it. No statutory right is treated as waived where the law prohibits waiver.

4.1.9 All Company-supplied IP Rights remain the Company's property. The Service Provider may use them only for authorised performance and shall not reproduce, commercialise, disclose, reuse or permit access to them for another purpose without prior written Company approval or legal authority.

4.1.10 Payment, delivery, possession, inspection, approval, incorporation or use does not by itself transfer ownership, establish final acceptance or waive a contractual right. Ownership and licence rights are governed by this Agreement, effective written instruments and Applicable Law.

4.1.11 Subject to Applicable Law, the Service Provider shall not withhold or disable access to Deliverables, source files, drawings, designs, models, software, technical materials, records or other items contractually due to the Company merely because a payment or other Claim is disputed. This provision does not extinguish an enforceable, non-waivable statutory right.

4.1.12 The Service Provider shall promptly notify the Company of any actual or threatened third-party IP claim relating to the Services or Deliverables, preserve relevant evidence and cooperate in lawful resolution. Subject to the Agreement's indemnity and liability provisions, it shall, at its cost where the claim is attributable to its breach or conduct, obtain the necessary rights, replace or modify the affected material without materially reducing its required functionality, or implement another lawful solution approved by the Company. No settlement may impose liability or obligations on the Company without its written approval.

4.1.13 The Service Provider shall execute further documents and provide reasonable assistance necessary to evidence, perfect or protect the Company's rights. Any additional payment is due only if expressly agreed in the applicable Project-Specific Document or required by Applicable Law.

4.2 Assignment, Subcontracting and Non-Circumvention.

4.2.1 The Service Provider shall not assign, transfer, novate, charge or otherwise dispose of this Agreement, a material contractual right or obligation, or the performance of a material part of the Services without the Company's prior written approval, except to the extent a restriction is prohibited by Applicable Law. No transfer shall impose additional obligations on the Company.

4.2.2 The Service Provider shall not appoint, replace or materially change a subcontractor, delegate a material obligation or replace key personnel without the Company's prior written approval, unless the relevant Project-Specific Document expressly permits the particular arrangement. The Company may reasonably require evidence of competence, licensing, insurance, security and suitability before deciding whether to approve.

4.2.3 The Service Provider remains responsible, to the extent provided by the Agreement and Applicable Law, for subcontracted performance and for the acts and omissions of its personnel, agents and subcontractors. Approval, inspection, payment or communication with a subcontractor does not release the Service Provider or create a direct contractual relationship between that subcontractor and the Company unless expressly agreed in writing by an authorised Company Representative.

4.2.4 A "Protected Opportunity" means a particular client, landowner, investor, supplier, Project or transaction opportunity that the Company identifies in a dated written notice or register, or that the Contractual Record objectively establishes the Company materially introduced or disclosed to the Service Provider. The record should identify the relevant person or opportunity and the nature and date of the introduction or disclosure.

4.2.5 During the Agreement and for twelve (12) months after the relevant introduction or disclosure, unless a different period is expressly and lawfully agreed in the relevant Project-Specific Document, the Service Provider shall not knowingly use the Company's Confidential Information or a Protected Opportunity to bypass the Company by diverting the identified transaction, soliciting or contracting directly for a substantially similar transaction, or assisting another person to do so, without the Company's prior written consent.

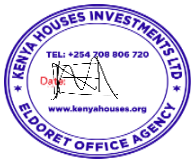
4.2.6 The restriction does not apply to a relationship or opportunity the Service Provider proves through contemporaneous documentary evidence existed independently before the Company's introduction or disclosure and was not developed through the Company's Confidential Information or business opportunity. The Service Provider shall not rely solely on an undocumented assertion of prior contact.

4.2.7 This restriction protects only the Company's legitimate commercial and confidential interests and applies only to the extent enforceable under Applicable Law. It does not prohibit lawful independent business unrelated to the identified Protected Opportunity.

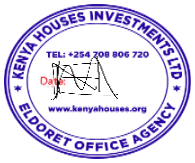
4.2.8 The Service Provider shall not assign a right to payment without the Company's prior written approval, except to the extent the restriction is prohibited by Applicable Law. No purported assignment increases the Company's liability, changes the payment terms or requires the Company to recognise a transferee beyond what the Agreement and Applicable Law require.

4.2.9 Any approval under this Clause must be given by an authorised Company Representative through the prescribed contractual procedure. Silence, delay, informal discussion, operational contact or payment does not by itself constitute approval.

4.3 Cooperation and Mitigation.



4.3.1 Each Party shall provide the cooperation, information and access expressly allocated to it by the Agreement or required by Applicable Law. No additional service, expenditure or commitment is implied merely because it might assist the other Party.
4.3.2 Each Party shall take reasonable steps to mitigate Loss and avoid reasonably preventable delay or additional cost for which it is responsible. Neither Party is required to incur unauthorised expenditure or surrender a contractual or statutory right.
4.3.3 Cooperation, assistance, inspection, mitigation or information exchange does not transfer responsibility, authorise expenditure, vary the Agreement, waive a right, constitute acceptance or admit liability or entitlement unless expressly established under the Agreement or Applicable Law.
4.3.4 The Service Provider shall not incur expenditure on the Company's account or represent that the Company has approved a cost without prior written approval from an authorised Company Representative or express authority under an applicable emergency provision. Unauthorised expenditure does not, by itself, create an entitlement to payment or reimbursement.
4.3.5 Any assistance requested by the Company beyond the Service Provider's allocated obligations shall be subject to an effective Variation or other express contractual mechanism before chargeable work begins, except where Applicable Law or a valid emergency provision requires otherwise.
4.4 Insurance.
4.4.1 Before commencing affected work, the Service Provider shall procure and maintain the insurance expressly required by the Agreement or relevant Project-Specific Document, including the specified policy type, limits, deductibles, territorial scope, insured activities and period. Where appropriate and legally available, the Company and its identified representatives shall be included as additional insureds or equivalent protected parties for the relevant risks.
4.4.2 The relevant Project-Specific Document shall specify the required insurance types and minimum limits according to the Project's nature and risk. The Service Provider shall not commence or continue affected work where required cover is absent, materially deficient or expired, subject to Applicable Law and any lawful Company direction.
4.4.3 Before commencement and on request, the Service Provider shall provide current certificates, policy schedules, relevant endorsements and reasonable evidence of premium payment and continuing cover. The Company may reasonably require clarification or corrected evidence. Receipt or review of insurance documents does not establish that cover is adequate or release the Service Provider from its obligations.
4.4.4 The Service Provider shall promptly notify the Company of cancellation, lapse, non-renewal, material exclusion, reduction of limits or other material impairment of required cover and shall promptly restore compliant cover where possible. It shall not knowingly do anything that invalidates required insurance.
4.4.5 Where reasonably required by the nature of the risk and expressly specified in the Project-Specific Document, the Service Provider shall maintain appropriate run-off or claims-made continuation cover for the stated period after completion or termination and provide evidence of it.
4.4.6 Insurance does not discharge, transfer or limit the Service Provider's contractual or legal responsibility except as expressly provided by the Agreement or Applicable Law. The Service Provider remains responsible, to the extent legally attributable to it, for deductibles, excesses, exclusions and uninsured Loss.
4.4.7 The Service Provider shall promptly notify the Company of a claim or event likely to involve required insurance, preserve evidence, comply with policy conditions and reasonably cooperate with the insurer and Company. It shall not admit liability, settle a material claim on the Company's behalf or prejudice the Company's rights without authority, except where law requires action.
4.4.8 The Company's review of insurance, failure to identify a deficiency or decision not to request a document does not amend the insurance requirements, warrant the adequacy of cover or release the Service Provider from an obligation.
5.0 Site, Property and Project Controls.
5.0.1 The Service Provider shall use the Site, Company property, client property, Project materials, utilities, data, systems and other resources made available to it solely for the authorised Project and in accordance with the Agreement, applicable safety requirements and lawful site controls. It shall comply with reasonable, lawful Company directions concerning access, security, protection and use.
5.0.2 Before taking custody of material Company or Project property, the Service Provider shall participate in a written or electronically recorded inventory identifying, where reasonably practicable, the item, quantity, condition, location, date and person taking custody. Material discrepancies shall be recorded promptly. The Service Provider shall maintain an accurate custody record and provide an updated inventory on reasonable request.
5.0.3 The Service Provider shall safeguard property within its custody or control against loss, damage, contamination, misuse and unauthorised access. It shall be responsible for loss or damage to the extent caused by its breach, negligence, wilful misconduct or the acts or omissions of persons for whom it is legally or contractually responsible, subject to Applicable Law.
5.0.4 The Service Provider shall promptly notify the Company of any material loss, damage, contamination, security incident, unsafe condition, unexplained shortage or other occurrence affecting the Site, Project or property within its responsibility. The notice shall state the known facts, likely impact, evidence preserved and immediate protective steps taken.
5.0.5 The Service Provider shall not sell, remove, appropriate, dispose of, transfer, encumber or otherwise deal with Company property, client property entrusted to it, Project materials, Deliverables or Project records except as authorised in writing by the Company or required by Applicable Law.
5.0.6 A payment dispute or Claim does not, by itself, entitle the Service Provider to seize, retain, remove, disable, obstruct access to or interfere with property owned, supplied, funded, entrusted to or lawfully controlled by the Company or its client. Nothing in this Clause extinguishes an enforceable, non-waivable statutory right. The Service Provider shall not resort to unlawful self-help.
5.0.7 On the Company's written request, completion, expiry or termination, as applicable, the Service Provider shall promptly account for and hand over property, records and Deliverables contractually due to the Company, including drawings, designs, source files, models, data, access credentials, keys and other materials belonging to or paid for by the Company. Any disputed ownership or enforceable lien shall be dealt with under Applicable Law without unauthorised interference with other property or Project operations.
5.0.8 At handover or return, the Parties shall, where reasonably practicable, record the items returned, quantity, condition, date and any outstanding discrepancy. The Service Provider shall promptly identify missing or damaged items and provide relevant evidence. Failure to sign a record does not by itself determine ownership or conclusively establish liability.
5.0.9 Site access, inspection, possession, custody, use, payment or partial handover does not by itself constitute final acceptance, settlement, waiver or release of a contractual right or responsibility.



5.0.10 Unexpected Conditions and Discoveries. The Service Provider shall promptly notify the Company upon discovering hazardous substances, unknown utilities, contamination, archaeological or heritage material, unusual ground conditions, unrecorded structures or services, or another material condition that may affect safety, legality, scope, cost or time. It shall stop the affected activity where necessary for safety or legal compliance, protect persons and property, preserve evidence and comply with Applicable Law.
5.0.11 Except for the minimum action immediately necessary to protect life, prevent serious injury, prevent material property or environmental harm, or comply with law, the Service Provider shall not disturb the discovery, conceal evidence, remove material or undertake additional work before receiving the required written Company direction. It shall submit the known facts, photographs or other available evidence, likely impact and proposed protective measures as soon as practicable.
5.0.12 The Company may, subject to Applicable Law and the Agreement, direct the affected work to be secured, investigated, suspended, altered or resumed and may require reasonable supporting technical information. No discovery, notification, inspection or direction automatically creates a Variation, extension of time or payment entitlement. Any entitlement shall be determined under the Agreement's variation, suspension, force-majeure, financial-reconciliation provisions and Applicable Law.
5.0.13 Ownership, control, reporting and handling of discoveries, natural resources, archaeological material, client property and regulated property shall be determined by Applicable Law and the applicable Project-Specific Document. Neither the Agreement nor the act of discovery creates an ownership interest where none otherwise exists.
5.0.14 The Service Provider may use Company or client utilities only as authorised for the Project and subject to applicable safety, metering, access and usage controls. Reimbursement is due only under an express contractual mechanism or Applicable Law. The Service Provider shall promptly report misuse, interruption, damage or abnormal consumption attributable to its operations.
5.0.15 The Service Provider shall not change locks, disable systems, alter access credentials, obstruct lawful access or remove safety-critical equipment in a manner that unlawfully prevents the Company or its client from accessing or protecting the Site or Project. Any necessary security change shall be authorised or legally required, documented and promptly communicated to the Company, subject to legitimate security restrictions.
5.0.16 On expiry or termination, the Service Provider shall cease unauthorised use of the Site, utilities, systems and property; remove its personnel and equipment as directed; secure the affected area; and cooperate in a documented handover. Removal shall not damage property, compromise safety or obstruct lawful continuation of the Project.

6.0 Contractual Effect and Construction.
6.0.1 Entire Agreement. This Agreement comprises only the documents validly incorporated under Clause 1.12 and constitutes the entire agreement on its subject matter, subject to mandatory law and any legally effective subsequent agreement.
6.0.2 Interpretation and Precedence. Clause 1.12 governs document precedence. After applying that clause, provisions shall be read harmoniously; any irreconcilable inconsistency shall be resolved by the provision specifically governing the disputed subject, but only to the extent of the inconsistency and subject to mandatory law.
6.0.3 Substance. A document, transaction or act shall be construed according to its legal substance and operative effect, not merely its title, description, accounting treatment or label.
6.0.4 No Circumvention or Double Recovery. Neither Party may obtain an entitlement by artificial splitting, relabelling or reclassification of a claim, transaction, loss or obligation, or circumvent an express contractual condition, limitation, procedure or payment mechanism. The Company shall not recover more than once for the same Loss; genuinely distinct Losses and independent obligations remain recoverable to the extent established under this Agreement and law.
6.0.5 Separate Obligations. A separate agreement, project or obligation is not extinguished merely because it involves the same Party, transaction, payment or subject matter. Its existence, scope and effect must nevertheless be established under the relevant agreement and law.
6.0.6 Effect of Conduct. Payment, refund, credit, inspection, certification, possession, use, correspondence, negotiation, reconciliation, indulgence or other conduct has only the effect conferred by this Agreement or law. Standing alone, it does not establish a variation, waiver, admission, settlement, final acceptance or continuing entitlement; this does not exclude a legally effective agreement, authorised act, representation, reliance or other conduct recognised by law.
6.0.7 No Implied Project Commitment. A tender, Framework Agreement, quotation, discussion, instruction, administrative act or operational activity does not, by itself, award a project, authorise work or expenditure, vary scope, establish a Contract Sum or create payment entitlement. Each such matter must satisfy the applicable express contractual procedure or arise under law. This clause does not invalidate a legally effective agreement, ratification, representation or other act recognised by law.
7.0 General Legal Effect.
7.0.1 Mandatory Law. This Agreement operates subject to applicable mandatory law. No provision excludes a duty, liability, remedy, right or jurisdiction that the law prohibits the Parties from excluding or restricting.
7.0.2 Company Authority and Control. The Company retains the decision-making powers expressly conferred by this Agreement and law, exercisable through its duly authorised representatives and subject to prescribed procedures. No employee, representative, agent or contractor may bind the Company beyond actual authority conferred by the Agreement, a valid written delegation or law. No contractual discretion authorises unlawful conduct, unilateral amendment contrary to this Agreement or conclusive determination of a disputed legal liability where the Agreement or law reserves that determination to another process or competent body.
7.0.3 Severability. If a provision is unlawful, invalid or unenforceable, it shall be severed or modified only to the minimum extent legally permissible and only where that modification preserves the provision's lawful essential purpose. If it cannot lawfully be preserved on that basis, it shall be severed; the remainder continues to the extent legally effective.
7.0.4 Accrued Rights and Survival. Expiry, completion or termination does not extinguish accrued rights, liabilities or remedies, or a provision expressly intended to survive or which by its nature must survive. Surviving obligations continue for the period expressly prescribed or, if none is prescribed, for the period required by their nature and law, subject to applicable limitation periods. Financial reconciliation remains governed by Clause 2.3.
7.0.5 No Implied Waiver. Delay, omission, indulgence, forbearance, partial enforcement or failure to enforce a right on one occasion does not, by itself, waive that right or prevent later enforcement. A waiver must be legally effective and comply with any applicable contractual authority and procedure, subject to mandatory law and any legally effective conduct recognised by law.

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7.0.6 Cumulative Remedies. Contractual and legal remedies are cumulative only to the extent permitted by law and consistent with this Agreement. No remedy permits double recovery for the same Loss, circumvention of Clause 2.3 or recovery inconsistent with an applicable contractual limitation or mandatory legal rule.

7.0.7 Dispute and Statutory Jurisdiction. The agreed dispute-resolution procedure remains binding to the extent enforceable. Nothing in this Agreement excludes a competent court's or regulator's mandatory statutory powers, or lawful interim, supervisory, enforcement or other relief available under applicable law. Such relief does not otherwise displace the agreed procedure except as law permits or requires.

7.0.8 No Unstated Authority or Entitlement. No substantive authority, project commitment, payment entitlement, variation, waiver or additional obligation arises merely by implication from a general or administrative provision where this Agreement expressly regulates that matter. This clause does not defeat an entitlement, duty or legal consequence that necessarily arises under mandatory law or from a legally effective act.

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