

CONSULTANCY AGREEMENT

THIS AGREEMENT made the _____ day of _____ Two Thousand and _____

BETWEEN:

(1) **UUUUUU LIMITED** a limited liability company incorporated in the Republic of Kenya whose postal address is Post Office Box Number _____ Nairobi in the said Republic (the “Company” which expression shall include its successors and assigns); and

(2) _____ of Post Office Box Number _____ (the “Consultant” which expression shall include his personal representatives and assigns) of the other part.

WHEREAS:

A. The Company intends to carry on the business of developing and providing renewable sources of energy derived from wind power and/or solar power, geothermal power, hydrogen power, wave power and all other kinds of energy and power sources in Kenya;

B. The Consultant is an expert in _____;

C. The Company wishes to utilise the services of the Consultant to _____

IT IS AGREED as follows:

Commencement

The Company hereby engages the Consultant and the Consultant agrees to serve the Company as a consultant of the Company with effect from the _____ day of _____ **EEEE** for a period of one (1) year unless and until this Agreement is terminated as hereinafter provided.

Duties

During the continuance of this Agreement the Consultant shall unless prevented by ill health devote his full time attention and abilities as a _____ to research and study for the development and provision of wind power from wind farms by the Company together with other renewable energy sources in Kenya.

Subject to the foregoing the Consultant agrees to carry out research for the Company with respect to the development and provision of wind power from wind farms and to advise and assist the Company in respect of the same. The Consultant in carrying out his duties shall comply with the reasonable directions of the Company and use his best endeavours to promote the interests of the Company.

The Consultant shall regularly report to the Company as to how his research has progressed and avail the Company details of all such research and data.

Remuneration

In consideration of the services to be rendered by the Consultant hereunder the Company shall pay to the Consultant a consultancy fee at a consultancy rate of United States Dollars _____ per hour / day;

The consultancy fee shall be payable on the last working day of each month and will be based on the number of completed working hours / days by the Consultant for that entire month.

The said consultancy fee shall be paid gross and the Consultant agrees to discharge and pay all taxes payable on the same.

The Consultant undertakes and agrees to indemnify the Company against any claims for taxes required to be paid.

Expenses

The Company shall reimburse the Consultant all reasonable expenses properly incurred by him in the performance of his duties under this Agreement including but not limited to:

Medical expenses with respect to yellow fever and malaria;

Traveling expenses including car parking, toll bridge fees, visas and travel insurance that is not covered by the airline or travel company;

Accommodation and food expenses but excluding alcoholic drinks;

Subject to the foregoing the Company may require any such expenses to be duly vouched by written evidence where procurable.

Restrictions and confidentiality

The Consultant shall not at any time during the continuance of this Agreement (unless otherwise agreed in writing by the Company and subject as provided below) either on his own behalf whether alone or in partnership or as an employee of any other person firm or corporation or as director of a company engage in any trade business or profession in the business similar to that of the Company or become an employee or agent of any other company, firm or individual save if contracted through or via the Company;

The Consultant will not at any time during the two (2) years immediately following the determination of his engagement hereunder whether on his own account or on behalf of any other person firm or corporation solicit custom from deal with or supply in connection with the trade or business of any person firm or corporation who or which was a customer of the Company at any time during the period that the Consultant was engaged by the Company;

The Consultant will not at any time during the twelve (12) months immediately following the determination of his engagement whether on his own account or on behalf or in the course of employment by any other person firm or corporation engage in or undertake in any trade or business similar to that of the Company within Kenya Uganda Tanzania Burundi and Rwanda save if contracted through or via the Company;

The Consultant is aware that in the course of his engagement under this Agreement he will have access to and be entrusted with information in respect of the business and financing of the Company and its dealings and transactions and affairs and likewise in relation to its associated or subsidiary companies all of which information is or may be confidential. To protect the confidentiality of that information and without prejudice to every other duty which the Consultant has to keep secret all information given to him or gained in confidence the Consultant agrees:

Not at any time whether during or after the end of his engagement by the Company (unless expressly so authorized by the Company or as a necessary part of the performance of his duties hereunder) to disclose to any person or to make use of any such confidential information including the research and data arising from the studies envisaged herein;

To deliver to the Company before the end of the term of his engagement hereunder or the sooner determination thereof immediately after its end all documents belonging to the Company which are in his possession including documents made by him in the course of his engagement;

Not at any time to make any copy abstract summary or précis of the whole or any part of a document belonging to the Company except when required to do so in the course of his engagement in which event the copy abstract summary or précis shall belong to the Company;

The Consultant shall well and faithfully serve the Company and in particular (but without restricting the general nature of his duty to the Company) shall not at any time while engaged hereunder:

disclose or make use of any trade secrets business methods or information of the Company which he knows or ought to have known were treated as confidential by the Company;

canvass any customer or client of the Company or treat with any supplier or business associate of the Company on behalf of himself or of any other firm or corporation whether existing or proposed with a view to entering into any contract either while the Consultant's engagement continues or after it has ended;

approach any employee of the Company with a view to his or her ceasing to be employed by the Company;

Termination of employment

The engagement of the Consultant shall be determined:

by the Company without notice or payment in lieu of notice if the Consultant is guilty of any gross default or misconduct in connection with or affecting the business of the Company or in the event of any breach non-observance by the Consultant of any of the stipulations contained in this Agreement which is detrimental to the Company's interests;

by either party giving to the other not less than three (3) months' notice in writing.

The Consultant or his personal representatives shall upon the termination of his engagement immediately deliver up to the Company all correspondence documents specifications papers and property belonging to the Company which may be in his possession or under his control.

Ownership of research material

The ownership of and sole right to obtain copyright in any research and study material supplied by the Consultant to the Company upon the instructions of the Company shall be vested in the Company from the date of delivery of the same to the Company of such material and the Company shall thereupon be at liberty to effect and be responsible for the registration or other protection of such material as it may see fit.

Default

If the Consultant shall be guilty of any serious misconduct or any serious or (after due warning) persistent breach or non-observance of any of the conditions of this Agreement or shall neglect fail or refuse to carry out the duties properly assigned to him hereunder or shall refuse or neglect to

comply with any lawful orders or directions given to him by the Company or any person on behalf of the Company, the Company shall be entitled summarily to terminate his employment hereunder without notice and the Consultant shall have no claim against the Company in respect of such termination notwithstanding anything contained elsewhere in this Agreement PROVIDED ALWAYS that if any such act of misconduct or such breach or non-observance is capable of being remedied, the Consultant shall first be offered a reasonable opportunity to remedy the same prior to termination as aforesaid and, if and when so remedied, the engagement of the Consultant hereunder shall continue without interruption.

Notice

Any notice hereunder if given by the Consultant shall be delivered or sent by registered post to the Company at its registered office for the time being and if given by the Company shall be delivered at or sent by post to the last known residential address of the Consultant;

Communications and notices shall be deemed to be received:

if delivered by hand, on the day of the delivery;

if sent by registered post, fourteen (14) days after posting.

Entire Agreement

This Agreement contains the entire agreement between the parties and replaces all previous correspondence undertakings and warranties whether written or oral and may not be varied except in writing.

Invalidity

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

Arbitration

Any dispute difference or question which may arise between the parties to this Agreement or any of them touching upon the construction of this Agreement shall be referred to the decision of a single arbitrator to be agreed between the parties or in default of agreement within fourteen (14) days to be appointed at the request of either of the parties by the chairman for the time being of the institute of Chartered Arbitrators – Kenya Branch in accordance with and subject to the provisions of the Arbitration Act (Cap 49 Laws of Kenya) or any statutory modification or re-enactment thereof for the time being in force.

Applicable Law

This Agreement shall be construed and governed in all respects in accordance with the Laws of Kenya.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first hereinbefore written.

SIGNED by)
for and on behalf of **HHHHHHH**)
LIMITED in the presence of: -)
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SIGNED by)
in the presence of: -)
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Drawn By: