

CONSULTANCY TERMS AND CONDITIONS

1. Engagement and Services

- a. LawQuery may at its discretion engage the Consultant as and when there arises a brief matching the Consultant's area of expertise.
- b. The Consultant whenever engaged will be required to signify acceptance of the same within 12 hours of communication from LawQuery, failing which the engagement may be passed to another Consultant.
- c. The Consultant will be required to perform the engagement with promptness and diligence and at a level of proficiency expected of a consultant with the background and experience that the Consultant has represented it has.
- d. The Consultant shall, unless otherwise expressly agreed by the parties, shall be expected to cover its own expenses and provide own resources, towards performing the services.
- e. The Consultant represents and warrants that it is under no contractual or other restriction or obligations that are inconsistent with the execution of the engagement that will interfere with its performance of the services.
- f. The Consultant shall allow LawQuery to list it as member of the LawQuery Panel of Consultants at the discretion of LawQuery.

2. Consultancy Period

- a. The Consultant shall remain on the LawQuery Panel of Consultants at the discretion of LawQuery.
- b. The Consultant may request to be removed from the Panel of Consultants by written request to LawQuery.
- c. The Consultant shall defend, indemnify and hold harmless LawQuery against all Claims of Third Parties, and all associated Losses, to the extent arising out of the Consultant's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or a material breach by the Consultant of any of its representations, warranties, covenants or agreements under this Agreement.

3. Consultancy Fee and Expenses

- a. In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee to be agreed by the Parties, as shall be dependent on the terms and conditions of the Contract with the Instructing Client.
- b. The Consultancy fee shall be due and payable within 30 days of LawQuery receiving payment of the same from the Instructing Client.

4. Work Product and License

All rights, title and interest in all work product generated by Consultant solely or jointly with others in the performance of the Services shall be effectively assigned to and become the exclusive property of LawQuery upon submission by the Consultancy

5. Confidential Information

Neither party shall disclose to any third party any confidential information of the other party in respect of the Consultancy including the content of the Work Product generated under the Consultancy at any time during the existence of this Agreement and no reference is to be made to the terms of this Agreement to any third party or in any medium except with the prior written consent of the other party or as may be required by law or ordered by a court of competent jurisdiction.

6. Insurance

The Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage.

7. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and LawQuery. The Consultant shall have no right to receive any employee benefits provided by LawQuery to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify LawQuery in respect of any obligation that may be imposed on LawQuery to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for LawQuery as its agent or to make commitments on behalf of LawQuery.

8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

9. Assignment

Neither party shall assign this Agreement or its interest herein in whole or part without first having obtained the prior written consent of the other.

10. Governing Law and Dispute Resolution

- a. The construction, validity and performance of this agreement shall be governed in all respects by Kenyan Law.
- b. If a dispute arises out of or in connection with this agreement, including any question as to its existence, validity or termination, the parties agree to resolve the matter through