

THE REPUBLIC OF UGANDA
THE CONTRACTS ACT, CAP 284

AND

IN THE MATTER OF THE SALE OF GOODS AND SUPPLY OF SERVICES ACT, CAP 292

CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES
(the “Contract”)

BETWEEN

EQUITY BANK UGANDA LIMITED
(the “Bank”)

AND

(the “Supplier”)

Prepared by:
The Legal Department
Equity Bank Uganda Limited
Plot 34, Church House, Kampala Road
P.O. Box 10184, Kampala, Uganda.

THIS CONTRACT made this..... day of2026.

BETWEEN

M/S EQUITY BANK UGANDA LIMITED a bank duly incorporated and registered in the Republic of Uganda, in accordance with the laws of the Republic of Uganda under Company number 80010002469614 having its registered office at Plot 34 Church House, Kampala Road and of P.O. Box 10184, Kampala, (hereinafter referred to as “**Bank**”, which expression shall where the context so admits shall include its legal representatives, assignees and or successors in title);

AND

_____, a limited liability company duly incorporated under the Laws of _____ under registration number _____ whose physical address is in _____, **and whose postal address is P. O. Box _____** (hereinafter referred to as the “**Supplier**” which expression shall where the context allows include its assignees and successors in title) of the other part: (jointly referred to as the “**Parties**”).

WHEREAS:

- A. The Bank is a financial institution duly licensed by Bank of Uganda to carry on the business of banking within Uganda;
- B. The Bank is desirous of engaging the Supplier to provide goods and/or services as described in **Schedule 1 (*Particulars of goods and services*) to this Contract (the “Goods/Services” (as applicable))**;
- C. The Supplier has represented to the Bank that it has the requisite qualifications, expertise, skill, experience and capacity to perform the obligations stipulated under this Contract.
- D. That the Supplier [shall provide /has provided] the [Services/Goods] from _____

NOW, THEREFORE, in consideration of the mutual agreements contained herein and intention to be legally bound, the parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. In this Contract, the following terms shall bear the following meanings.
 - “**Additional Goods**” means any goods other than the ones described in part B of Schedule 1 (*Particulars of Goods*) supplied or delivered by the Supplier to the Bank.
 - “**Additional Services**” means any services other than the ones set out in in part A of Schedule 1 (*Particulars of Services*) rendered by the Supplier to the Bank.
 - “**Bank**” has the meaning prescribed to it at the beginning of this Contract.
 - “**Commencement Date**” means the date on which the performance of the Services or delivery of Goods (as the case may be) will begin as particularly described in the Agreement.
 - “**Consideration**” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations to the satisfaction of the Bank.
 - “**Contract**” means this agreement as entered into between the Bank and the Supplier including all the Clauses, Schedules thereto and all documents incorporated by reference herein as may be varied from time to time;
 - “**Goods**” has the meaning ascribed to it in the recitals to this Contract.
 - “**Insolvency Act**” means the Insolvency Act, Cap 108 and Insolvency Regulations 2013 of the Laws of Uganda as may be amended from time to time.
 - “**Instruction Letter**” means the written authorization from an authorized representative or agent of the Bank to the Supplier.
 - “**Personal Data**” has the meaning prescribed in the Data Privacy and Protection Act, Cap 97.
 - “**Services**” has the meaning ascribed to it in the recitals to this Contract.
 - “**Supplier**” has the meaning prescribed to it at the beginning of this Contract; and
 - “**Subcontractor**” means a company, which may be contracted by the Supplier to supply any part of the Services or Goods during the term of this Contract; and

“UGX” means Uganda Shillings, the lawful currency of the Republic of Uganda.

1.2. Unless the context or the express provisions of this Contract otherwise require:

- (a) Reference to and definition of any document (including this Contract) shall be deemed a reference to such document as it may be amended or modified from time to time.
- (b) All references to Clauses and Schedules are references to respective Clauses and Schedules to this Contract.
- (c) Defined terms in the singular shall include the plural and vice versa and the masculine, feminine or neutral gender shall include all genders.
- (d) The words “hereof” “herein” and “hereunder” and words of similar import when used in this Contract as a whole and not to any particular provision of this Contract are for the purpose of reference only and do not limit or affect in meaning.
- (e) Headings are inserted for convenience purposes only and shall not affect the construction of this Contract unless otherwise specified.

2. **GOODS AND SERVICES**

- 2.1. The Supplier hereby covenants with the Bank to provide the Services and/ or Goods as described in **Schedule 1 (*Particulars of Goods and Services*)**.
- 2.2. The scope of the Goods and Services shall include any actions performed by the Supplier to rectify any defects in the provision/rendering of the Goods and Services.
- 2.3. Notwithstanding the execution of this Contract, the Parties may enter into a specific Service Level Agreement, appendices, schedules that may vary the particulars and scope of the Goods and / or Services (as applicable) or terms thereto, all of which shall be read together with this Contract.

3. **COMMENCEMENT AND DURATION**

- 3.1. The Parties agree and recognise all Goods and/or Services offered, supplied or rendered to the Bank with effect from the date indicated in Clause D of the preamble.
- 3.2. This Contract shall run for a period of _____ commencing on the date indicated in Clause D of the preamble.

4. **CONSIDERATION**

- 4.1. In consideration of the Supplier supplying the Goods and/ or Services to the Bank, the Bank undertakes to pay the Supplier fees in accordance with the Fee schedule in **Schedule 2**.
- 4.2. Unless otherwise expressly provided for, either Party shall have liability for its tax obligations arising out of this Contract. Where applicable, the Bank shall withhold tax on payment at the prevailing tax rates and issue a tax credit certificate for the amounts so withheld.
- 4.3. The Consideration shall at all times be in accordance with the standard rate stipulated in **Schedule 1(*Particulars of Goods and Services*)**.
- 4.4. The payment of the Consideration shall be made by the Bank within 30 days of receipt of an invoice from the Supplier for the Goods and /or Services supplied.
- 4.5. The Bank shall only be obliged to pay for the Good and/or Services actually provided and received in accordance with the terms of this Contract.
- 4.6. The Consideration shall be paid by way of direct deposit of funds on the Supplier’s account maintained with the Bank.

5. **RELATIONSHIP**

- 5.1. This Contract does not establish any partnership, joint venture or any type of legal entity between the Parties that shall at all times remain independent.
- 5.2. The Supplier shall manage, control and direct the Services as an independent contractor and shall perform all obligations and duties under this Contract at its own risk and responsibility, in due compliance with the terms of this Contract.
- 5.3. In the event that the Supplier subcontracts the supply of Goods and/or Services (only with written consent of the Bank), the Subcontractor’s failure to perform the supply of Goods and/or Services shall ALWAYS be at the cost and risk of the Supplier. Omissions or actions of the Bank as regards

review of performance shall not release the Supplier in any way from any of its obligations and liabilities under this Contract, nor at law, nor imply acceptance of substandard Goods or Services.

6. OBLIGATIONS OF THE PARTIES

6.1. The Supplier shall upon the execution of this Contract have the following obligations:

- (a) to provide the Goods and /or Services to the Bank as described in this Contract with the requisite skill, expertise, diligence and duty of care. For avoidance of doubt the Parties may execute a service level agreement to augment and clarify any service deliverables.
- (b) to provide written reports to the Bank on the progress/status of the Goods and/or Services provided as and when requested by the Bank.
- (c) to render the Services and/or supply the Goods (as the case may be) in accordance with the Sale of Goods and Supply of Services Act, Cap 292 and all the applicable laws of Uganda; and
- (d) any other obligations as may arise from time to time during the term of this Contract.

6.2. The Bank, upon the execution of this Contract, shall have the following obligations:

- (a) to pay the Consideration reserved herein to the Supplier in accordance with this Contract.
- (b) to provide written instructions to the Supplier to provide/render the Goods and /or Services envisaged under this Contract; and
- (c) any other obligations which may arise from time to time during the term of this Contract.

7. REPRESENTATIONS AND WARRANTIES

7.1. The Bank represents and warrants that:

- (a) it is a duly registered and licensed financial institution by the Bank of Uganda; and
- (b) it has the requisite authorization to execute this Contract.

7.2. The Supplier represents and warrants that:

- (a) it is a duly registered legal entity in accordance with the Laws of Uganda.
- (b) it has the requisite authorization to execute this Contract and is not disqualified from contracting by any law;
- (c) it has obtained the necessary permits and clearances whether corporate, municipal or otherwise to enable it to operate its business.
- (d) it has the requisite skill, expertise and qualifications to perform the Services or supply the Goods (as the case may be) envisaged under this Contract.
- (e) the materials (if any) used for the supply of the Goods and/or Services shall be sound and reasonably fit for the purpose required.
- (f) it shall supply or perform (as applicable) the Goods and/or Services envisaged under this Contract with a duty of care and diligence and good faith.
- (g) the performance of its obligations under this Contract does not contravene the laws of Uganda, any order of court or arbitral tribunal and its memorandum and articles of association.
- (h) that it shall supply or perform (as applicable) the Goods and/or
- (i) Services envisaged by this Contract in strict accordance with the timelines specified by the Bank; and
- (j) it is solvent and is not subject to any winding up proceedings, reorganization, amalgamation, receivership and/or administration arising out of inability to debts.

8. TIME

The Supplier agrees that time shall always be of the essence in the supply or performance (as the case may be) of the Goods and/or Services.

9. DELIVERY

The Supplier shall deliver the Goods and /or Services at the premises specified in **schedule 3 (special conditions) and Schedule 4 (Particulars of Delivery and Timelines/ Service targets).**

10. **ANTI-CORRUPTION**

10.1. The Supplier shall, during the term of this Agreement:

- (a) comply with all applicable laws, statutes and regulations relating to Anti-bribery and Anti-corruption including, but not limited to, the Anti-Corruption Act, Cap 116 and as may be amended from time to time.
- (b) comply with the Bank's Anti-Bribery and Corruption Policies or comply with its own policies comparable to those maintained by the Bank.
- (c) notify the Bank (in writing) if it becomes aware of any breach of the sub clauses above, or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with this Contract; and
- (d) ensure that any of its agents, consultants, contractors, subcontractors, or other persons engaged in performance of Supplier's obligations under the Contract comply with the Relevant Law and the anti-bribery and anti-corruption policies.

10.2. The breach of this clause shall constitute material breach of this Contract and the Bank shall have the right to immediately terminate this Contract without incurring any liability.

11. **QUALITY AND PERFORMANCE STANDARDS**

11.1. Throughout the duration of this Contract, the Supplier shall to the best of its ability apply all its skills and knowledge to provide the Goods and/or Services efficiently and, in a prompt, proper and professional manner in accordance with the best industry practice applicable to the Goods and/or Services.

11.2. The Goods and/or Services provided or rendered must-

- (a) be in strict compliance with the particulars set out in Schedule 1 (*Particulars of Goods and Services*).
- (b) be provided diligently, with reasonable skill and care and using suitably skilled and appropriately experienced personnel.
- (c) be provided in accordance with Best Industry Practice.
- (d) be in accordance with all legislative and regulatory requirements.
- (e) comply with occupational health and safety laws and procedures.
- (f) not infringe the rights, and in particular the Intellectual Property Rights, of any third party or cause the Bank to infringe such rights.

11.3. The Bank reserves the right to reject or require re-supply or re-performance of any Goods or Services (as applicable) which are defective or which are otherwise not in accordance with the requirements of this Contract.

12. **ASSIGNMENT**

The Supplier shall not assign, transfer, charge, subcontract, delegate or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Bank, which consent may at the discretion of the Bank be withheld, conditional or delayed.

13. **INTELLECTUAL PROPERTY**

13.1. Any reports or other material, graphic, software artwork, copy, storyboards or otherwise, prepared by the Supplier for the Bank under this Contract shall belong to and remain the property of the Bank

- a) Either Party may use the other Party's intellectual property upon obtaining written consent to do so and where such consent is required for the performance of the Contract.
- b) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or otherwise made by the Supplier while performing the Services shall at all times be and remain the property of the Bank, and upon termination of this Contract, the same shall be disposed of as the Bank shall in its absolute and unfettered discretion deem fit and appropriate.

14. **CONFIDENTIALITY**

- 14.1. Confidential Information shall be defined as any information (whether in oral, written or electronic form belonging or relating to a party's business affairs or activities and which:
- (a) has been marked as confidential or proprietary.
 - (b) has been identified orally or in writing as being of a confidential or nature; or
 - (c) which may reasonably be supposed to be confidential in the circumstances.
- 14.2. Each Party undertakes that it will not, without the prior written consent of the other Party, use, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under this Contract.
- 14.3. In any event each Party hereby agrees that it will treat the other's Confidential Information with same degree of care as it employs with regard to its own Confidential information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential information only to those of its employees, sub-contractors and bona fide professional advisers shall be bound by the same confidentiality obligations as are set out in this Clause.
- 14.4. The provisions of this Clause shall bind the Supplier in relation to Confidential information that may be obtained before, during and after the execution of this Contract,
- 14.5. The provisions of this Clause shall not apply to:
- (a) any information in the public domain otherwise than by breach of this Contract.
 - (b) information in the possession of the receiving party thereof before disclosure thereof by the disclosing party.
 - (c) information lawfully obtained without restriction from a third party; and
 - (d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavors to give the other party as much prior notice of such disclosure as is reasonably practicable.
- 14.6. If this Contract is terminated, each Party shall, at the other Party's option, return or destroy all Confidential Information of the other Party.
- 14.7. The Supplier shall ensure that in the event that documents containing confidential information regarding the affairs of the Bank or any of its subsidiaries or any proprietary information relating to the Bank's business strategies or operations are disclosed to the Supplier, the Supplier shall take all reasonable measures to ensure the existence of a system for protection of the secrecy of such documents, and shall, if no such system is put in place within a reasonable time from the execution of this Contract, return such documents, including copies thereof, to the Bank.
- 14.8. This obligation of confidentiality shall survive the termination of this Contract.

15. **INFORMATION SECURITY**

- 15.1. The supplier warrants and represents that it has implemented and will maintain industry standard security measures to protect the Bank's information and systems.
- 15.2. The supplier shall maintain the confidentiality of all information disclosed by the Bank, whether written, verbal, electronic, or otherwise, and shall not disclose such information to any third party without the Bank's prior written consent.
- 15.3. The Supplier shall implement and maintain reasonable administrative, technical, and physical safeguards designed to:
- (a) Protect against unauthorized access to or use of information.
 - (b) Prevent loss, destruction, or damage of the Bank's information assets.
 - (c) Ensure availability and integrity of services and data.
- 15.4. The supplier shall comply with all Uganda applicable laws and regulations relating to information security and data privacy
- 15.5. The supplier shall notify the Bank immediately, and in no event later than 24 hours, upon becoming aware of any actual or suspected information security incident, unauthorised access or data breach of the Bank's data.

- 15.6. The supplier shall ensure that all personnel involved in delivering services to the Bank receive appropriate security awareness training and are bound by confidentiality obligations.
- 15.7. The supplier shall maintain and regularly test business continuity and disaster recovery plans to ensure service availability and data protection in the event of disruption.
- 15.8. The supplier shall be liable for any damages, costs, or losses arising from its failure to comply with these information security obligations, including but not limited to data breaches, regulatory fines, and legal claims.
- 15.9. The Bank reserves the right to update its information security requirements. The supplier shall promptly implement such changes if reasonably required to maintain adequate information security and data protection.

16. **RIGHT TO AUDIT**

The Bank reserves the right to require the **Supplier** to submit to an audit by any auditor of the Bank's choosing. The **Supplier** shall provide access to all of its records, processing facilities and operating practices which relate directly or indirectly to this Contract at its place of business during regular business hours.

17. **DATA PRIVACY AND PROTECTION**

17.1. Each party acknowledges and agrees, and hereby expressly consents as follows:

- (a) in the performance of this Contract, and the delivery of any documentation hereunder, Personal Data (as defined in the Data Protection and Privacy Act, Cap 97) may be generated, disclosed to a party to this Contract, and may be incorporated into files processed by either Party or by the affiliates of either Party
- (b) Personal Data will be stored as long as such data is necessary for the performance of this Contract, as well as for maintaining historical records.
- (c) it represents and warrants that it has all legal rights and authority to disclose any Personal Data of any third party it discloses to the other party to this Contract, and that it has obtained the necessary consents from the relevant third party data subjects to so disclose such Personal Data; and
- (d) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time.

17.2. Each Party undertakes to comply with the provisions of the Data Protection and Privacy Act, Cap 97

18. **INDEMNITY**

18.1. The Supplier hereby agrees to hold harmless and indemnify the Bank against liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered, which may be incurred or sustained by the Bank as a result of any breach herein whether by negligence or willful misconduct on the part of the Supplier, its employees or its affiliates.

18.2. This clause shall survive the termination of this Contract.

19. **TERMINATION**

19.1. This Contract may be terminated in accordance with the following provisions:

- (a) by the Bank –
 - (i) without cause and without incurring any liability by giving 30 (thirty) days written notice to the Supplier.
 - (ii) immediately upon the Supplier breaching the Anti-Corruption and Confidentiality clause.
- (b) By either Party -
 - (i) if an order is made, or an effective resolution is passed, for the winding up of such other Party.
 - (ii) upon the other Party becoming voluntarily or involuntarily subject of proceedings under the Insolvency Act, Cap 108.

- (iii) if the other Party commits any material breach of this Contract and, in case of a breach capable of being remedied, such party fails to remedy that breach within a period of 30 (thirty) days after being required to do so in writing by the other Party.
- (iv) if terminated in accordance with a provision contained in this Contract.
- (v) by operation of the law.

19.2. The termination of this Contract shall not relieve the Parties of any liabilities or obligations which accrued up to the date of such termination and all rights accruing to either Party up to the said date of termination shall remain in full force and effect.

19.3. The Supplier shall be entitled to payment of any Consideration for the satisfactorily provided Goods and/ or Services that remains outstanding at the date of termination and the Bank shall be entitled to all Goods and/or Services duly paid for prior to the date of termination.

20. **FORCE MAJEURE**

20.1. Notwithstanding any other provision of this Contract, a Party (the “Affected Party”) shall not be in breach of this Contract or responsible or liable for any non-performance of any of its obligations under this Contract, if there is any failure of performance by it of its obligations under this Contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, hostilities (whether or not war has been declared), pandemic/epidemic, terrorist acts and/or any other reason whatsoever beyond the reasonable and objective control of the Affected Party (“Force Majeure Event”).

20.2. If the Affected Party is unable to perform any or all of its obligations under this Contract as a result of a Force Majeure Event, it shall give notice to the other Party of the inability setting out full details of the reason in question and the affected obligations.

20.3. The operation of this Contract or the relevant obligations of the Parties (as the case may be) shall be suspended during the period (and only during the period) in which the Force Majeure Event continues.

20.4. The Affected Party shall during such period use its reasonable best endeavors to mitigate the effect of such Force Majeure Event.

20.5. Forthwith upon the Force Majeure Event ceasing to exist, the Affected Party shall give the other Party advice of this fact and shall immediately recommence the performance of this Contract or such obligations (as the case may be) without discrimination against the other Party. Provided always that in the event that such suspension continues (or could reasonably be expected to continue) for a period of seven (7) days or more, then thereafter, any Party shall be entitled to terminate this Contract forthwith by giving written notice of such termination to the other Party.

21. **AMENDMENTS**

Any variations, changes, modifications or amendments to this Contract shall be in writing and signed by all the parties and the same shall become an integral part of this Contract and shall be read as one and the same herewith.

22. **NOTICES AND REQUESTS**

22.1. Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed by the authorised representative of the Bank and by an authorised representative of the Supplier.

22.2. Any notice or request required or permitted to be given or made under this Contract shall be in writing and in English language.

22.3. Such notice or requests shall be deemed to be duly given or made when it shall have been delivered during business hours by hand or mail to the party to which it is required to be given or made at such party's address specified below:

If to the service provider;

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If to the Bank:

1. Equity Bank Uganda Limited
Plot 34, Church House,
Kampala Road,
P. O. Box 10184, Kampala
Tel No: +256 312 327 000
Email: info@equitybank.co.ug
Attn: The Managing Director

2. Equity Bank Uganda Limited
Plot 34, Church House,
Kampala Road, P. O. Box 10184,
Attn: The Head of Finance and Administration .

For purposes of contract implementation, the following persons shall be contacted by the supplier in the respective order set out below

1. Equity Bank Uganda Limited
Plot 34, Church House, Kampala Road,
P. O. Box 10184, Kampala
Attn:

Copied to:

23. **WAIVERS**

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights in relation to a breach of this Contract be made unless in writing signed by the Authorised Representative of the Party making the waiver (and shall not operate as a waiver of any subsequent breach) and no right, power or remedy given to or reserved to either Party under this Contract is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

24. **SEVERABILITY**

If any words in any Clause of this Contract make an obligation, restriction or provision which is or becomes invalid, illegal or unenforceable then, to the extent required to make such Clause valid, legal and enforceable and to give effect to the original intention of the Parties, such words or (if the entire Clause is affected, the relevant Clause) shall be deemed to have been omitted from this Contract, but the remainder of this Contract shall remain in full force and effect.

25. **ENTIRE CONTRACT**

This Contract constitutes the entire Contract between the Parties and supersedes all previous agreements, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Goods or Services.

26. **GENERAL PROVISIONS**

The Parties hereby agree that:

- 26.1. At all times, the Supplier shall in the course of performing its obligations under and the terms of this Contract act with all due diligence, *bona fides*, appropriate propriety and discretion, and in particular shall refrain from making any public statement concerning the Bank or the Goods or Services without the prior written approval of the Bank first had and obtained.
- 26.2. During the term of this Contract, the Supplier hereby undertakes that it shall not, under any circumstances, engage either directly or indirectly in any business or professional activity, which would in any way conflict with, compromise or otherwise prejudice any activity, thing, obligation or covenant, or the performance thereof, herein assigned to it.

27. **COVENANTS OF THE PARTIES AND GOOD FAITH**

Each of the Parties agrees to take all such actions as are within their power to control, and to use their best efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with each of the conditions and covenants set forth herein which are for the benefit of the other Party or to otherwise consummate the transactions contemplated herein. Each Party shall refrain from taking any action that would render any representation or warranty made by it and contained in this Contract inaccurate.

28. **DISPUTE RESOLUTION**

- 28.1. If there is a dispute relating to any claim or controversy arising out of, or in connection with this Contract, including any question regarding its execution, validity, enforceability, performance, interpretation, breach, or termination (the "Dispute"), then the Parties' shall attempt in good faith to resolve the Dispute amicably.
- 28.2. In the event that the Dispute is not resolved within seven (7) working days from the date when notified, the Dispute shall be referred to the Senior Management of both Parties.
- 28.3. If the Senior Management cannot resolve such Dispute by mediation within thirty (30) working days after written notification of the Party notifying the other Party of the necessity of such resolution, then the Dispute may at the election of either Party be referred for mediation by an independent party appointed by both Parties.
- 28.4. Nothing contained herein shall prevent either Party from or prejudice the right of either Party to obtain urgent or injunctive relief from any court of competent jurisdiction and the Bank shall be at liberty to commence and enforce prosecution and any other legal address as it may be appropriate or deem fit.

29. **ENVIRONMENTAL SOCIAL AND GOVERNANCE**

Both Parties shall use commercially reasonable efforts to comply with applicable environmental, social and governance (ESG) Laws and regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance.

30. **RECORD KEEPING AND RETENTION**

The Supplier shall maintain full and complete records so as to substantiate adequately any work and charge hereunder and shall produce such record for the Bank's audit, immediately upon the Bank's request, throughout the term of this contract and for a period of Ten (10) years following the termination of this contract

31. **APPLICABLE LAW**

This Contract shall be exclusively governed by and construed in accordance with the Laws of Uganda.

IN WITNESS WHEREOF, the duly authorized officials of the Bank and the Supplier have hereunto affixed their signatures.

SIGNED for and on behalf of:
EQUITY BANK UGANDA LIMITED (Bank)

Name:

Designation:

In the Presence of:

Name:

Designation:

ENDORSEMENT BY USER

Name:

Designation:

SIGNED for and on behalf of:

(Supplier)

Name:

Designation:

In the Presence of:

Name:

Designation:

SCHEDULE 1 – PARTICULARS OF GOODS AND SERVICES

A. PARTICULARS OF SERVICES

1. The Supplier shall from the commencement date provide [general supplies].
2. Any additional services rendered by the supplier shall be agreed separately between the parties prior to execution and shall be paid for by the Bank separately.

B. PARTICULARS OF GOODS

1. The Supplier shall from the commencement date provide [general supplies].
2. Any additional services rendered by the supplier shall be agreed separately between the parties prior to execution and shall be paid for by the Bank separately.

SCHEDULE 2 – PARTICULARS OF PAYMENT

- A. Fees payable shall be **per supplies and service basis**
- B. Fees payable by the Bank shall be within 30 days of receipt of the invoice.
- C. Fees payable by the Bank shall be paid upon satisfactory presentation of a report and invoice

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SCHEDULE 3 – SPECIAL CONDITIONS OF THE CONTRACT

SCHEDULE 4 – PARTICULARS OF DELIVERY AND TIMELINES/ SERVICE TARGETS