

4. FORM OF CONTRACT

[Form head paper of KPLC]

LUMP-SUM REMUNERATION

This CONTRACT (here in after called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the "Procuring Entity") and, on the other hand, *[name of Service Provider]* (here in after called the "Debt Collector").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (here in after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to KPLC for all the Service Provider's obligations under this Contract, namely, [name of Debt Collection Provider] and [name of Provider] (here in after called the "Service Provider").]

WHEREAS

- a) KPLC has requested the debt collector to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");
- b) the Debt Collector, having represented to KPLC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The Priced Schedule of submitted by the service provider and agreed upon with KPLC;
 - d) Schedule of service Requirements
 - e) Details of service
 - f) KPLC's Letter of Award
 - g) the Tender Form signed by the Contractor
 - h) Beneficial Ownership Form
 - i) Self-Declaration of the Tenderer (Form SD1 & SD2) signed by the Service Provider
 - j) Declaration and Commitment to the Code of Ethics signed by the Service Provider
 - k) Certificate of good conduct of the individual involved in the execution of contract.
- 2. The mutual rights and obligations of KPLC and the Debt Collection Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) KPLC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Service Provider] [Authorized Representative]*

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider.....*[name of member] [Authorized Representative]*

[name of member] [Authorized Representative]