

GENERAL CONDITIONS

1. GENERAL PROVISIONS:

1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- 1.1.1 "**Agreement**" means the Consultancy Agreement terms and conditions (General Conditions and Particular Conditions) together with Appendix 1 (Scope of Services), Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be Provided by the Client), Appendix 3 (Remuneration and Payment), Appendix 4 (Time Schedule for Services), or otherwise as specified in the Particular Conditions.
- 1.1.2 "**Services**" means the services defined in Appendix 1 (Scope of Services) to be performed by the Consultant in accordance with the Agreement which comprise Normal Services, Additional Services and Exceptional Services.
- 1.1.3 "**Country**" means the United Arab Emirates (UAE) or as otherwise stated in the Particular Conditions and where the Services are to be performed.
- 1.1.4 "**Party**" and "**Parties**" means the Client and the Consultant and "**third party**" means any other person or entity as the context requires.
- 1.1.5 "**Client**" means the Party named in the Agreement, who employs the Consultant, and legal successors to the Client and permitted assignees.
- 1.1.6 "**Consultant**" means the professional firm named in the Agreement, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
- 1.1.7 "**Commencement Date**" means the date stated in the Particular Conditions and/or the Purchase Order.
- 1.1.8 "**Time for Completion**" means the time period stated for this purpose in the Particular Conditions and or/ the Purchase Order.
- 1.1.9 "**day**" means a calendar day and "**year**" means 365 days.
- 1.1.10 "**written**" or "**in writing**" mean hand-written, type-written, printed or electronically made and which results in a permanent un-editable record.
- 1.1.11 "**Local Currency**" (LC) means United Arab Emirates Dirhams (AED) and "**Foreign Currency**" (FC) means any other currency as stated in the Particular Conditions.
- 1.1.12 "**Agreed Compensation**" means additional sums as defined in Appendix 3 (Remuneration and Payment) which are payable under the Agreement.

1.1.13 "**Purchase Order**" means any order place pursuant to the Scope of Services, set forth in Appendix 1 (Scope of Services).

1.1.14 "**Sub-Consultants**" means any consultant proposed and/or appointed by the Consultant to carry out any part of the Services.

1.2 Interpretation

1.2.1 The marginal words and other headings in the Agreement shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 The singular includes the plural, and vice-versa where the context requires.

1.2.3 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents, the last to be agreed shall prevail, unless otherwise specified in the Particular Conditions.

1.2.4 Words indicating one gender include all genders.

1.2.5 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and signed by both Parties.

1.3 Communications

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Particular Conditions and shall not be unreasonably withheld or delayed.

1.4 Law and Language

This Agreement shall be governed by and construed in accordance with the federal laws of the United Arab Emirates to the extent the same is applicable in the Emirate of Abu Dhabi and laws of Emirate of Abu Dhabi, unless otherwise specified in the Particular Conditions.

1.5 Change in Legislation

If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the law as stated in the Particular Conditions the agreed remuneration and time for completion shall be adjusted accordingly.

1.6 Assignments and Sub-Contracts

1.6.1 The appointment by the Consultant of any Sub-Consultants shall be subject to the Client's prior written consent.

1.6.2 Neither the Client nor the Consultant shall assign obligations under the Agreement without the written consent of the other Party.

1.6.3 The Consultant shall not initiate or terminate any sub-contract for performance of all or part of the Services without the written consent of the Client.

1.7 Notices

1.7.1 Notices to be served under the Agreement shall be in non-electronic written forms and will take effect from receipt at the addresses stated in the Particular Conditions. Delivery can be by hand against a written confirmation of receipt or by registered letter or by attaching a scanned copy to an email subsequently confirmed by letter at the following addresses:

The Client

Emirates Steel Industries

For the attention of: [xxxxxxx]

Address: P.O Box 9022, Abu Dhabi, United Arab Emirates

Email:

The Consultant

[xxxxxxx]

For the attention of: [xxxxxxx]

Address:

Email:

1.7.2 No change in any of the particulars set out in this clause 1.7 will be effective against a Party until it has been notified to that Party.

1.7.3 A notice or communication will be deemed to have been duly given and received:

(a) on personal delivery to any director or the secretary of an addressee or on a business day to a place for the receipt of letters at that addressee's authorised address;

(b) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 10 a.m. (local time at the place where the address is located) on the second business day after the day of posting;

- (c) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 10 a.m. (local time at the place where that address is located) on the fifth business day after the day of posting; and

1.8 Publication

Consultant shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the Agreement, or the Client's business generally, without prior reference to and approval in writing from the Client. Such consent shall apply to each specific application and relate only to that application.

1.9 Corruption and Fraud

- 1.9.1 In the performance of obligations under this Agreement, the Consultant and his agents and employees shall comply with all applicable laws, rules, regulations and orders of any applicable jurisdiction. The Consultant hereby represents, warrants and covenants that he will neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a "public official" (as defined below) in connection with any business opportunities which are the subject of this Agreement. Furthermore, the Consultant shall notify the Client immediately in writing with full particulars in the event that the Consultant receives a request from any public official requesting illicit payments.

- 1.9.2 A public official is:

- (a) any official or employee of any government agency or government-owned or controlled enterprise;
- (b) any person performing a public function; or
- (c) any official or employee of a public organisation.

2. THE CLIENT:

2.1 Information

The Client shall provide in a timely manner any information which may pertain to the Services and which the Client is able to obtain.

2.2 Decisions

On all matters properly referred in writing by the Consultant, the Client shall give its decision in writing within a period of not more than fourteen (14) days of any request, or such other period as agreed between the Parties, so as not to delay the Services.

2.3 Assistance

The Client shall assist in providing such statutory documentation as required for the Consultant to obtain all necessary authorizations, passes, permits and licences required for the performance of the Services.

2.4 Equipment and Facilities

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be Provided by the Client).

2.5 Client's Representative

The Client shall designate an official or individual to be its representative for the administration of the Agreement as stated in the Particular Conditions.

2.6 Services of Others

The Client shall at its cost arrange for the provision of services from others as described in Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be Provided by the Client), and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

2.7 Payment for Services

The Client shall pay the Consultant for the Services in accordance with Clause 5 of this Agreement.

3. THE CONSULTANT:

3.1 Scope of Services

The Consultant shall perform the Services as stated in Appendix 1 (Scope of Services).

3.2 Normal, Additional and Exceptional Services

3.2.1 Normal and Additional Services are those described as such in Appendix 1 (Scope of Services).

3.2.2 Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Clause 4.8.

3.3 Duty of Care and Exercise of Authority

3.3.1 Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), the Consultant shall carry out his obligations as set forth in this Agreement.

3.3.2 Where the Services include the exercise of powers or performance of duties authorized or required by the terms of a contract between the Client and any third party, the Consultant may:

- (a) have due regard to the third party contract provided that the details of such powers and duties are acceptable to him and agreed in writing where they are not described in Appendix 1 (Scope of Services);
- (b) if authorized to certify, determine or exercise discretion to do so fairly between the Client and third party not as an arbitrator but as an independent professional exercising his judgment with reasonable skill, care and diligence; and
- (c) if so authorized vary the obligations of any third party, subject to obtaining the prior approval of the Client to any variation which can have an effect on costs or quality or time (except in any emergency when the Consultant shall inform the Client as soon as practicable).

3.4 Client's Property

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

3.5 Supply of Personnel

3.5.1 The personnel who are proposed by the Consultant to work in the Country shall be suitably qualified and experienced to perform the duties allocated to them and have the necessary licence, permits and approvals to undertake such duties and shall be subject to acceptance by the Client; such acceptance shall not be unreasonably withheld.

3.5.2 Consultant's personnel shall at all times act diligently, ethically and honestly, in compliance with the Client's health, safety and other such standards and policies. The Consultant shall ensure its personnel do not otherwise act in a manner which disrupts the Client's operations, business reputation, interests or goodwill.

3.6 Representatives

The Consultant shall designate an official or individual to be his representative for the administration of the Agreement as stated in the Particular Conditions.

3.7 Changes in Personnel

If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible and obtain prior written approval by the Client to assign such replacement personnel.

4. COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION:

4.1 Agreement Effective

The Agreement is effective from the date of receipt by the Consultant of the Client's letter of award of the Consultant's proposal.

4.2 Commencement and Completion

4.2.1 The Services shall be commenced on the Commencement Date, shall proceed in accordance with the Time Schedule in Appendix 4 (Time Schedule for Services), and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement.

4.2.2 If the Consultant fails to perform any of the Services by the Time for Completion, then unless such failure is due to the fault of the Client and/ or otherwise included in the Particular Conditions, the Consultant shall pay to the Client as delay damages an amount equivalent to 1% (one percent) per week of the value of the delayed Services/ Purchase Order with maximum limit of 10% (ten percent) of the total value of the respective Agreement/ Purchase Order unless otherwise stipulated OR the Consultant shall pay the delay damages amount as stipulated in the Particular Conditions.

4.3 Variations

4.3.1 Variations to the Services may be initiated by the Client at any time during the period of this Agreement by a request for the Consultant to submit a proposal. If the Client requests a proposal, the Consultant shall promptly submit:

- (a) a precise description of the work to be performed for the proposed variation;
- (b) an estimate of the likely cost increases or savings as a result of the variation; and
- (c) the cost to be incurred by the Consultant for the performance of any work as a result of such variation.

The Client shall, as soon as practicable after receipt of such proposal, respond with approval, rejection or comments. The Consultant shall not make any alterations or modifications to the Services unless and until the Client approves in writing the

variations and the Consultant's costs for performing any work as a result of such variation.

- 4.3.2 No variation shall result where it is within the scope of the Services or is due to the Consultant's fault or the Consultant's failure to comply with this Agreement.
- 4.3.3 The Agreement Remuneration and Payment shall be subject to adjustment only as a result of a variation.
- 4.3.4 If during the performance of Services, the Consultant is of the opinion that any instruction received from the Client or any other development affecting the Services should be treated as a variation, it shall notify the Client in writing within ten (10) days, from receipt of such instruction or other development, of its opinion. If the Consultant fails to notify the Client of its opinion, any work or Services carried out pursuant to such instruction or any other development affecting the Services shall not be construed as a variation and the Consultant shall not be entitled to claim from the Client any additional costs, expenses or fees.
- 4.3.5 The Consultant shall continue providing the original Services irrespective of any dispute between the Client and Consultant as to whether any instructions by the Client constitute a variation.

4.4 Delays

- 4.4.1 If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services:
- (a) Consultant shall inform the Client of the circumstances and probable effects;
 - (b) increase in scope and/or costs shall be regarded as Additional Services; and
 - (c) the Time for Completion of the Services shall be increased accordingly.
- 4.4.2 Provided that the Consultant has notified the Client in accordance with the provisions of clause 4.4.3 of any expected delay in respect of the Time for Completion, the Client may grant the Consultant in writing an extension to the Time for Completion as in the Client's opinion is fair and reasonable.
- 4.4.3 The Consultant shall notify the Client as soon as it can reasonably foresee of any delay that might occur with respect to the Time for Completion and may request an extension of time. The Consultant must inform the Client in writing of the circumstances which in its opinion will cause such delay and of the extent of the actual or estimated delay that will be caused thereby. If the Consultant fails to notify the Client as requested by this clause, then the Client shall have no obligation to grant an extension to the Time for Completion and the Consultant shall be obliged to minimise the impact of any delay at its own cost and be liable for any delay penalties.

4.4.4 The Client shall not be obliged to pay any additional fees, charges or costs to the Consultant for any work or services performed during the extension period.

4.5 Changed Circumstances

4.5.1 If circumstances arise for which neither the Client nor the Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement, he shall promptly dispatch a notice to the Client.

In these circumstances:

- (a) if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 28 days for resumption of them; and
- (b) if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

4.6 Abandonment, Suspension or Termination

4.6.1 The Client may suspend all or part of the Services or terminate the Agreement by giving at least twenty eight (28) days' notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and minimize expenditure.

4.6.2 If the Consultant is, without good reason, not discharging his obligations the Client may inform the Consultant by notice stating the grounds for the notice. If a satisfactory response is not received within fourteen (14) days the Client may by a further notice terminate the Agreement provided that such further notice is given within twenty one (21) days of the Client's former notice.

4.6.3 After giving at least fourteen (14) days' notice to the Client, the Consultant may, by a further notice of at least forty two (42) days, terminate the Agreement, or at his discretion, without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:

- (a) when twenty eight (28) days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing; or
- (b) when Services have been suspended under either Clause 4.5 or Clause 4.6.1 and the period of suspension has exceeded one hundred and eighty (180) days.

4.6.4 The Client shall be entitled to terminate this Agreement immediately without notice or payment in lieu of notice and without liability to make further payment of any kind if:

- (a) the Consultant commits any serious or repeated or continual breach of any of its obligations under this Agreement; or

- (b) the Consultant or any of its personnel and/or employees are guilty of any serious misconduct or serious neglect in the discharge of the Services; or
- (c) the Consultant has a bankruptcy order made against it or if it makes any arrangement or composition with its creditors; or
- (d) any of the Consultant's employees or personnel connected with the performance of the Services is convicted of any criminal offence other than an offence which, in the opinion of the Client, does not affect the Consultant's position as a consultant of the Client; or
- (e) the Consultant by any actions or omissions, brings the name or reputation of the Client into serious disrepute or prejudices the interests of the business of the Client; or
- (f) the Consultant has its licences or other similar documents revoked or withdrawn by the relevant authority.

Any delay by the Client in exercising such right to termination shall not constitute a waiver thereof and the exercise by the Client of such right shall be without prejudice to any remedy it may have.

- 4.6.5 Following any termination pursuant to clause 4.6.4 of this Agreement the Consultant shall indemnify the Client against all loss, damage, costs including management and similar costs, expenses including professional fees and expenses and other expenditure or loss of opportunity as a result of the Consultant's breach. This indemnity shall survive the termination of this Agreement.
- 4.6.6 In addition to the Client's rights of termination in clause 4.6.4 above, either Party may terminate this Agreement forthwith by notice in writing to the other if the other commits a breach of this Agreement, which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy.
- 4.6.7 In the event of the termination of this Agreement pursuant to clause 4.6.4 before the completion of the Services, the Client shall pay to the Consultant the Fee for and to the extent of the Services performed up to such termination.

4.7 Corruption and Fraud

If it is shown that the Consultant is in breach of Clause 1.9 and notwithstanding any penalties or other sanctions to which the Consultant may be subject under the law of the Country, or in other jurisdictions, the Consultant shall, immediately upon receipt of notice to do so, remove the offending individual from the Services and provide an equally qualified and experienced replacement at no cost to the Client. Notwithstanding the foregoing, the Client will be entitled to terminate the Agreement in accordance with Clause 4.6.2 and the Consultant shall be deemed to have breached Clause 3.3.1.

4.8 Exceptional Services

4.8.1 Upon the occurrence of circumstances described in Clause 4.5 or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Clause 4.6.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

4.8.2 The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

4.9 Rights and Liabilities of Parties

4.9.1 Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

4.9.2 After termination of the Agreement, the provisions of Clause 6.3 shall remain in force.

5 PAYMENT:

5.1 Payment to the Consultant

5.1.1 The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Appendix 3 (Remuneration and Payment), and shall pay for Additional Services at rates and prices which are given in or based on those in Appendix 3 (Remuneration and Payment) so far as they are applicable but otherwise as are agreed in accordance with Clause 4.3.

5.1.2 Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

- (a) as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services; and
- (b) the net cost of all other extra expense incurred by the Consultant, duly substantiated.

5.2 Time for Payment

5.2.1 Amounts due to the Consultant shall be paid within sixty (60) days of the receipt by the Client of the Consultant's invoice unless otherwise stated in the Particular Conditions.

5.2.2 The Client shall not withhold payment of any fee properly due to the Consultant without giving the Consultant a notice of his intention to withhold payment, with reasons, no later than four (4) days prior to the date on which the fee payment

becomes due. If no such notice of an intention to withhold payment is given then the Consultant shall have an enforceable contractual right to such payment.

5.3 Currencies of Payment

5.3.1 The currencies applicable to the Agreement are Local Currency and Foreign Currency as stated in the Particular Conditions and/ or Appendix 3 (Remuneration and Payment).

5.3.2 If at the date of the Agreement or during the performance of the Services the conditions in the Country are such as may, contrary to the Agreement:

- (a) prevent or delay the transfer abroad of Local or Foreign Currency payments received by the Consultant in the Country; or
- (b) restrict the availability or use of Foreign Currency in the Country; or
- (c) impose taxes or differential rates of exchange for the transfer from abroad of Foreign Currency into the Country by the Consultant for Local Currency expenditure and subsequent re-transfer abroad of Local Currency up to the same amount such as to inhibit the Consultant in the performance of the Services or to result in financial disadvantage to him;

then the Client warrants that such circumstances shall be deemed to justify the application of variation Clause 4.5 [changed circumstances] if alternative financial arrangements are not made to the satisfaction of the Consultant.

5.4 Delay Penalty

5.4.1 Except in cases of Force Majeure as set out in clause 6.6 or the Client's default, the Consultant shall pay to the Client a delay penalty in the amount of one percent (1%) per week of the Fee payable to meet the Time for Completion; provided, however, that the amount of such delay penalty shall in no event exceed ten percent (10%) of the Fee OR the Consultant shall pay the delay damages amount as stipulated in the Particular Conditions.

5.4.2 The Client may, without prejudice to any other method of recovery, deduct the amount of such delay penalty from any monies due or which may become due to the Consultant.

5.4.3 The payment of such penalty shall not relieve the Consultant of the obligation to complete the Services or from any of the Consultant's other obligations and liabilities under this Agreement.

5.5 Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention to withhold payment in accordance with Clause 5.2.2 above with reasons and shall not delay payment on the remainder of the invoice.

5.6 Independent Audit

- 5.6.1 The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.
- 5.6.2 No later than twelve (12) months after the completion or termination of the Services, the Client can, at its own cost and at notice of not less than seven (7) days, require that a reputable firm of accountants nominated by him audit any amount paid by the Consultant. The audit shall be conducted by attending during normal working hours at the office where the records are kept.

6 LIABILITIES:

6.1 Liability and Compensation between the Parties

- 6.1.1 The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Clause 3.3.1 is established against him.
- 6.1.2 The Client shall be liable to the Consultant if a breach of Clause 2 is established against the Client.
- 6.1.3 If it is considered that either Party is liable to the other, compensation shall be payable only on the following terms:
- (a) such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;
 - (b) in any event, the amount of such compensation shall be limited to the amount specified in Clause 6.3.1.
 - (c) if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by that Party shall be limited to that proportion of liability which is attributable to his breach.

6.2 Duration of Liability

Notwithstanding anything else in this Agreement or any legal requirement of the country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), neither the Client nor the

Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions.

6.3 Limit of Compensation

- 6.3.1 The maximum amount of compensation payable by either Party to the other in respect of liability under Clause 6.1 is limited to the amount stated in the Particular Conditions.
- 6.3.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.
- 6.3.3 If a Party makes a claim for compensation against the other Party and this is not established the claimant shall fully reimburse the other for his costs incurred as a result of the claim.

6.4 Indemnity

- 6.4.1 The Consultant acknowledges that, if it enters the site, it does so at the Consultant's own risk. The Consultant must ensure that its personnel are also aware that they enter the site at their own risk.
- 6.4.2 Subject to this clause, the Consultant will indemnify (and will keep indemnified) the Client and its personnel (Indemnified Party or Parties as the context requires) from and against all liabilities that any Indemnified Party suffers, sustains or incurs, arising from any act or omission by the Consultant or its personnel arising out of or in any way related to the Agreement, including but not limited to:
- i) the loss of or damage to any property; and
 - ii) death or injury to an Indemnified Party and any other person;
 - iii) breach of Agreement;
 - iv) a claim by another person that the Client in exercise of its rights or the Consultant's performance of its obligations under the Agreement infringes that person's Intellectual Property; and
 - v) any penalty imposed for breach of any applicable law in connection with the Services.
 - vi) any case of fraud, willful misconduct or gross negligence.
- 6.4.3 The Consultant's liability under this clause is reduced proportionately but only to the extent that the Consultant establishes that the liability was directly caused by the Client's gross negligence or willful misconduct or by way of fraud. The Consultant shall not be liable to the Client for loss of use of any works, loss of profit, loss of any

contract or for any indirect or consequential loss or damage which may be suffered by the Client in connection with this Agreement other than under Clause 6.4.2.

- 6.4.4 Every exemption, limitation, defense, immunity, indemnity or other benefit contained in the Agreement or otherwise to which the Client is entitled will be held by the Client for the benefit of, and will extend to protect, each of the Client's personnel.
- 6.4.5 Each indemnity in the Agreement is a continuing obligation separate and independent from the Consultant's other obligations and survives termination of the Agreement.
- 6.4.6 It is not necessary for the Client, or its personnel to incur expense or make payment before enforcing a right of indemnity conferred by the Agreement.

6.5 Exceptions

Clauses 6.3 and 6.4 do not apply to claims arising from deliberate default, fraud, fraudulent misrepresentation or reckless misconduct.

6.6 Force Majeure

Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement due to any action of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason wholly beyond the control of the affected Party. If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of these reasons, that Party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the Party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than twenty (20) days and substantially affects the commercial intention of this Agreement, the Party not claiming relief under this clause 6.6 shall have the right to terminate this Agreement upon giving seven (7) days' written notice of such termination to the other Party.

6.7 HSE

If any Health and Safety related incident on site resulting in property damage, minor and or lost time injury is caused due to negligence or reasons attributable to the Consultant, its personnel or its subcontractor(s), then, the Consultant shall pay by way of liquidated damages for each and every such incident, an amount of five percent (5%) of its total invoice amount payable during the month the accident occurred, or five percent (5%) of the total fee as stated in Appendix 3, whichever is greater. In case the total number of such incidents exceeds two (2) during the period of the Agreement, the Client may, without prejudice to its right under Clause 4.6. (Abandonment, Suspension or Termination), elect to terminate the Agreement. These

damages shall not relieve the Consultant from its obligations to complete the Services or from any other duties, obligations or responsibilities which he may have under the Agreement. Consultant will identify the environmental aspects (issues) associated with their activity and operation. In general, the environmental aspects are due to discharge of wastes and emissions and may result due to normal, abnormal and emergency situations.

7 CONSULTANT INSURANCE:

7.1 Insurance for Liability and Indemnity

7.1.1 Unless otherwise agreed with the Client in writing, the Consultant must effect and maintain at its own expense at least the following insurance coverage: -

- (a) insure against his liability under Clause 6.1; or
- (b) increase his insurance against liability under Clause 6.1 over that for which he was insured at the date of the Client's first invitation to him for a proposal for the Services; and
- (c) insure against public/third party liability; or
- (d) increase his insurance against public/third party liability over that for which he was insured at the date of the Client's first invitation to him for a proposal for the Services; and
- (e) workmen's compensation insurance in accordance with the laws of Abu Dhabi and the United Arab Emirates together with insurance in respect of any common law liability of a Client to an employee; and
- (f) Professional Indemnity Insurance; and
- (e) insure or increase any other insurance required by the Client.

7.1.2 The cost of the insurances arising under this Clause 7.1 shall be deemed to be incorporated into the Consultant's fees.

7.2 Insurance of Client's Property

7.2.1 At the written request of the Client the Consultant shall make reasonable efforts to insure on terms acceptable to the Client:

- (a) against loss or damage to the property of the Client supplied or paid for under Clause 2.5; and/or
- (b) against liabilities arising out of the use of such property.

7.2.2 The cost of the insurances arising under this Clause 7.2 shall be deemed to be incorporated into the Consultant's fees.

8.1. CONFIDENTIALITY

The Consultant agrees and acknowledges that it is likely to obtain during the course of providing the Services knowledge of the trade secrets, commercial secrets and other information belonging to the Client and the Consultant agrees that:

- (a) it shall not disclose or otherwise reveal directly or indirectly to any third party save professional advisers and as required by law any information belonging to the Client including, without limitation, inventions, products, product specifications, processes, procedures, machinery, apparatus, prices, costs, business affairs, data or any information of a technical, commercial or financial nature, future plans and ideas and names and addresses of any clients or customers or agents of the Client and any other information received from the Client during the provision of the Services (the "Confidential Information");
- (b) limit access to the Confidential Information to those of its employees who reasonably require such information for the purposes of this Agreement. The Consultant shall procure that its personnel and all others of its employees and Sub-Consultants having access to any of the Confidential Information shall be subject to the same obligations the Consultant and enter into a suitable confidentiality agreement in a form approved by the Client.
- (c) the Client has the right to prevent the use or copying of all or any part of the Confidential Information other than the use for the purpose of rendering the Service;
- (d) the Client is the owner of all documents, drawings and other media containing any information whatsoever supplied by or on behalf of the Client;
- (e) when Confidential Information is received by the Consultant, the Consultant shall:
 - (1) not disclose any Confidential Information in any way to any third party save professional advisers and as required by law without the prior written consent of the Client other than in the proper course of providing the Services;
 - (2) keep all Confidential Information secret and confidential at all times;
 - (3) keep all Confidential Information received and any documents and any other matter or thing containing any Confidential Information at all times in a secure place and to establish and maintain adequate security measures including any reasonable security measures proposed by the Client from

time to time to safeguard the Confidential Information from unauthorised access or use;

- (4) not use any Confidential Information in any way for its benefit or any other person either directly or indirectly but only to use it for the purposes of providing the Services;
- (5) not without the prior consent of the Client make or have made any copies or articles duplicating or embodying all or any part of the Confidential Information in any form;
- (6) immediately notify the Client of any suspected or actual unauthorised use, copying or disclosure of any Confidential Information; and
- (7) return to the Client on demand and in any event on the termination, whether lawful or otherwise, of this Agreement all documents and other articles containing Confidential Information and all copies thereof, and to destroy any other articles documents and material derived from such documents or articles and, if so required promptly to provide written confirmation that no copy or copies of the Confidential Information or any part of it remains in the power, possession, custody or control of the Consultant or its employees and personnel or any other person to whom the Consultant shall have provided such Confidential Information other than in the proper course of providing the Services.

8.1 The obligations set out in clause 8.1 shall survive the expiry and termination for whatever reason of the Consultant's right to possess and/or use the Confidential Information and shall survive the termination, whether lawful or not, of this Agreement. The survival period shall be three (3) years from the Commencement Date.

8.2 The obligations set out in clause 8.1 will not apply to any information if the same is:

- (a) in the public domain prior to or after receipt by the Consultant;
- (b) known to the receiving party prior to disclosure by the Client;
- (c) independently developed by the Consultant without use of or reference to the Confidential Information;
- (d) disclosed without restriction to the Consultant by a third party having a bona fide right, absent restrictions, to disclose it to the Consultant and without breach of this obligation by the Consultant; or
- (e) required to be disclosed by the Consultant by applicable law, regulation or court order.

9 SEVERANCE

If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason or any phrase or clause within such provision is deemed by law to be void, invalid or inoperative, that phrase, clause or provision shall be deemed modified

to the extent necessary to make it valid and operative, or if it cannot be so modified, then such phrase, clause or provision shall be deemed severed from this Agreement with the remaining phrases, clauses and provisions continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative portions so modified or eliminated. The Parties shall substitute the severed phrase, clause or provision with a phrase, clause or provision consistent with the intention of this Agreement.

10 INVENTIONS, COPYRIGHTS AND DESIGNS

10.1 The Client acknowledges that all intellectual property which results from or is otherwise created pursuant to or for the purposes of the performance of the Consultant's obligations under this Agreement shall vest in and belong to the Consultant.

10.2 The Consultant grants and (if required) shall procure that its agents and Sub-contractors grant to the Client a royalty free, irrevocable world-wide, non-exclusive, perpetual licence to use the intellectual property, computer programs, hardware, software and other equipment used in the provision of the Services and any associated documentation. The Consultant also grants the right to the Client to modify, adapt, develop, repair, maintain, refurbish, integrate and reproduce the same at their own risk but without attributing the work to the Consultant thereafter.

10.3 The Consultant agrees to indemnify the Client against any and all liability, losses, damage, costs and expenses which the Client or a third party may incur or suffer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual or tortious or other claim or proceedings brought against the Client by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of any of the intellectual property rights assigned pursuant to clause 10.1 above, PROVIDED THAT:

- (a) the Client informs the Consultant of such claim as soon as it comes to the Client's knowledge;
- (b) the Client gives the Consultant (at the Consultant's expense) all assistance the Consultant may reasonably require in connection with the proceedings and claims; and
- (c) the Client does not incur avoidable costs without the Consultant's prior consent. The indemnity contained in this clause 9.3 does not, of course, apply to any information or material that was supplied to the Consultant by the Client or by any of the Client's other contractors or agents or to any changes that are made to the Services by anyone other than the Consultant.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Amicable Dispute Resolution

If any dispute arises out of or in connection with this Agreement, representatives of the Parties with authority to settle the dispute will, within fourteen (14) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.

11.2 Dispute Resolution

In case of any dispute or any other matter relating to this Agreement, the Parties hereby irrevocably submits to the exclusive jurisdiction of the courts of Abu Dhabi, United Arab Emirates, unless otherwise stated in the Particular Conditions.

12 SANCTIONS

12.1 Neither the Consultant nor, to the actual knowledge of Consultant, any of its directors or other officers:

a) is a Restricted Party; or

b) has received notice, or is aware, of any claim, action, suit, proceeding or investigation brought or commenced against such person by any Sanctions Authority with respect to Sanctions.

12.2 Notwithstanding anything to the contrary, the Client disclaims liability for delay, non-return of documents, non-payment, or other action or inaction compelled by restrictive measures, counter-measures or sanctions laws or regulations mandatorily applicable to the parties in the relevant transaction.

12.3 The Client will not affect a transfer (if applicable) or make any payment to any person who is listed on sanctions list, nor to any person with whom the Consultant is prohibited from engaging in transactions under applicable anti-money laundering laws or sanctions laws.

12.4 The Client processes transactions in accordance with local and international laws and regulations, and reserves the right to additionally comply with foreign sanctions. Consequently, the Client reserves the right to process at their sole discretion documents issued by or showing any involvement of parties sanctioned by any competent authority or containing any information thereon, and without any liability on the part of the Client.

12.5 The Client reserves the right to immediately terminate the Agreement in case of any breach of Sanctions.

13 INFORMATION SECURITY

- 13.1 Right to Audit: The Consultant shall grant the Client or its authorized representatives the right to conduct periodic audits and assessments of the Consultant's cybersecurity controls, policies, and practices related to the services provided under the Contract. Such audits may include, but are not limited to, on-site inspections, review of documentation, and interviews with relevant personnel.
- 13.2 Adherence to the Client's policies: The Consultant shall adhere to all of the Client's policies, including any policies related to cybersecurity, data protection, access control, incident response, and acceptable use of information systems. The Consultant shall ensure that its employees and subcontractors are aware of and comply with these policies throughout the duration of the Agreement.
- 13.3 Security Awareness Training: The Consultant shall provide regular security awareness training to its employees and subcontractors who have access to the Client's data or information systems.
- 13.4 Compliance with Regulatory Requirements: The Consultant shall ensure compliance with all applicable local/international laws and regulations related to cybersecurity and data privacy.
- 13.5 Data Sharing: The Consultant shall not disclose any data to other third parties or subsidiaries shared by the Client during the term of the Agreement. Any transfer or sharing of data or information with third parties, contractors, or subsidiaries must be explicitly authorized by the Client prior to execution.

ISSUE HISTORY

Issue No.	Date	Page / s	Cause of Revision & What Revision
0	30.03.2020	All	First Issue
1	12.04.2020	All	Second Issue
2	05.07.2020	Logo	Third Issue
3	04.08.2021	22-27	Fourth Issue – added Appendix Pages
4	02.04.2024	20,21	New clauses 12 and 13 added

PARTICULAR CONDITIONS: References from Clauses in the General Conditions

Clause Ref	Subject	Description
1.1.3	Country	UAE
1.1.7	Commencement Date	TBA
1.1.8	Time for Completion	TBA
1.1.11	Foreign Currency (FC)	TBA
1.3	Language for Communications	English
1.4	Language of the Agreement	English
	Ruling Language	English
	Governing Law	The laws of Abu Dhabi and the Federal Laws of the United Arab Emirates
1.7	Notices	
	Client's Address	
	Contact name	
	Email	
	Telephone no	
	Consultants Address	
	Contact name	
	Email	
	Telephone no	
1.8	Publication - duration of liability	5 years
4.2.2	Delay Damages	x% of Consultant's fee per week up to a maximum of xx%
6.2	Duration of liability	5 years
	From	Commencement Date
6.3.1	Limit of compensation	The value of the fees paid to date of proven liability

ADDITIONAL CLAUSES

The Parties are to include in this section any variations, omissions and additions to the General Conditions.

APPENDIX 1

SCOPE OF SERVICES

APPENDIX 2

**PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS
TO BE PROVIDED BY THE CLIENT**

The client shall provide free of charge to the Consultant:-

- TBA.

APPENDIX 3

REMUNERATION AND PAYMENT

Invoices for Reimbursable Expenses and Additional Services will be presented on a monthly basis for payment within 60 days.

All payments shall be made by electronic transfer to

[XXXXX]

APPENDIX 4

TIME SCHEDULE FOR SERVICES