



General Terms & Conditions

1. Performance of the Services

- 1.1. The Service Provider shall commence the Services on the Commencement Date and continue to perform the Services during the Term.
- 1.2. The Service Provider shall perform the Services:
 - (a) exercising the standard of care, skill and judgment to be expected of an international service provider specialising in services of the nature of the Services and using the Service Provider's best endeavours;
 - (b) in an efficient, professional and cost-effective manner in accordance with all applicable Laws, Standards and Best Industry Practices; and
 - (c) in accordance with this Agreement and all timelines, dates, guidelines, procedures and directions made by the Client under this Agreement and in particular as set out in Schedule 1.
- 1.3. The Service Provider shall provide, at its own cost, all equipment and materials necessary to undertake and complete the Services, unless otherwise specified in Schedule 1.
- 1.4. The Service Provider shall comply with the requirements of any relevant Authority and ensure that the Service Provider possesses all relevant authorisations, permits and Licences to perform the Services.
- 1.5. The Client may, at any time, require the Service Provider to provide the Client with evidence of the Service Provider's compliance with its obligations under clause 1.4.
- 1.6. The Service Provider shall submit the following documents to the Client prior to commencement of the Services:
 - (a) a copy of the Service Provider's Commercial Registration;
 - (b) Power of attorney or other corporate documentary evidence confirming that the Service Provider is (i) authorised to enter into this Agreement, and (ii) authorised to perform this Agreement; and
 - (c) any other documents reasonably requested by the Client in relation to the Service Provider's performance of the Services.
- 1.7. Where the performance of any part of the Services is required on the Client's premises, or at premises for which the Client is responsible, the Service Provider shall comply with all instructions and guidance received from the Client and/or the Client's Representative.
- 1.8. The Parties agree and acknowledge that this Agreement applies to the execution of any part of the Services, and the performance of any of the Service Provider's obligations relating to the Services, carried out before, on or after the date of this Agreement. Where the Service Provider has undertaken any services in connection with the Services prior to the date of this Agreement, the Service Provider warrants to the Client that such activities have been carried out in



accordance with the requirements of the Agreement and confirms that all the warranties, obligations and liabilities of the Service Provider under or in connection with Agreement apply to such services. Unless otherwise specified in this Agreement or agreed by the Parties in writing, such prior services performed in connection with the Services are deemed to be included in the Fee.

2. The Client's Obligations

- 2.1. The Client shall pay the Service Provider the Fee for the Services, as set out in Schedule 3 and in accordance with the invoice terms set out in clause 4.
- 2.2. From the Commencement Date, the Client shall provide the Service Provider with access to the areas within its control reasonably required for the proper performance of the Services. The Service Provider acknowledges that it may not be given exclusive possession of, or exclusive access to such areas. Further, any such access shall be subject to the Service Provider complying with all applicable occupational health and safety and environmental guidelines applicable to such areas and as may be mandated by the Client, including complying with all induction requirements to enter those areas.

3. Representatives

- 3.1. The Service Provider's Representative has authority to issue notices to the Client and receive notices from the Client. The Service Provider may change its Representative at any time by notice to the Client. The Service Provider is responsible for all acts and omissions of the Service Provider's Representative.
- 3.2. The Service Provider's Representative is the person principally responsible on behalf of the Service Provider for communication and cooperating with the Client and/or its agents and delegates on all matters relating to this Agreement.
- 3.3. The Client's Representative has authority to issue directions, notices and certificates to the Service Provider and receive notices from the Service Provider. The Client may change the Client's Representative at any time by notice to the Service Provider.
- 3.4. The Client may elect to appoint a consultant to whom the Client's Representative may delegate the performance of some or all of its duties under this Agreement (the "**Client's Representative's Consultant**"). If a Client's Representative's Consultant is appointed, either the Client or the Client's Representative shall give the Service Provider written confirmation of the duties, rights and obligations that have been delegated by the Client's Representative to the Client's Representative's Consultant. The Client may change the Client's Representative's Consultant at any time by notice to the Service Provider.
- 3.5. The Client is responsible for all acts and omissions of the Client's Representative (and where applicable the Client's Representative's Consultant).
- 3.6. Whenever carrying out duties or exercising authority specified in or implied by this Agreement, the Client's Representative (and where applicable the Client's Representative's Consultant) is deemed to act for the Client with the extent of authority limited to the functions specified in this Agreement and as otherwise notified in writing by the Client.



3.7. In the event that for any period there is no Client's Representative appointed and notified to the Service Provider under this Agreement, instructions may be given to the Service Provider/Service Provider's Representative by the Client and shall be treated as being validly given.

4. Invoicing, Payment and Security

4.1. The Service Provider shall submit an invoice to the Client's Representative in accordance with Schedule 3.

4.2. Subject to the Service Provider's compliance with clause 4.1, the Client shall pay the Service Provider the amount set out in the invoice submitted by the Service Provider under clause 4.1 within the duration stipulated **under Schedule 3 following receipt of that invoice, except where the Client:**

(a) exercises its right to withhold, retain or set off part of the Fee under clause 4.3 and/or clause 4.4; or

(b) disputes the invoice, in which case:

- (i) the Client shall pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute in accordance with clause 16; and
- (ii) if the resolution of the dispute determines that the Client is to pay an amount to the Service Provider, the Client shall pay that amount upon resolution of the dispute.

4.3. The Client shall be entitled to withhold payment of any sum invoiced by the Service Provider where the Client has a claim against the Service Provider for non-performance or improper performance in connection with the Services. For the avoidance of doubt and for the purposes of this clause 'non-performance' or 'improper performance' means that the Service Provider fails to carry out the Services in accordance with the standards required by this Agreement and any other requirement deemed necessary to carry out the Services.

4.4. The Client may withhold, retain or set off from any payment due to the Service Provider under this Agreement amounts to protect the Client against any costs, charges, expenses and damages for which the Service Provider is liable to the Client under or in connection with this Agreement. This right to withhold, retain or set off does not limit the Client's right to recover those amounts in any other way.

4.5. All supporting information which is submitted by the Service Provider shall be fully transparent and auditable as required by the Client.

4.6. The Service Provider shall be responsible for and shall pay any bank transfer fees arising out of or in connection with payments made by the Client to the Service Provider pursuant to this Agreement.

4.7. Where it is stated in the Authorizing Document that the Client and Service Provider entered into a Notice to Proceed in relation to the Services prior to the date of this Agreement, the Service Provider acknowledges that as at the date of this Agreement, the Client has made payments under the Notice to Proceed towards the Fee in respect of that portion of the Services carried out under the Notice to Proceed. The Fee payable to the Service Provider under this Agreement shall be reduced by the sums previously paid to the Service Provider pursuant to the Notice to Proceed.



4.8. Subject to liquidated damages being provided for in the Authorizing Document, in the event the Service Provider delays completion of the whole or any part of the Services (with reference to the relevant timeframe set out under Schedule 1, or in the absence of a clear timeframe, by the date reasonably requested by the Client to the Service Provider in writing) without the extension of time being approved by the Client in writing or constituting a Variation under the terms of this Agreement, then the Client shall be entitled to Liquidated Damages in the amount stated in the Authorizing Document for each Day that elapses between the required time for completion and the actual date of completion as certified by the Client, up to the maximum amount as set out in the Authorizing Document. The Service Provider expressly agrees that this is a true and reasonable pre-estimate of the damages that shall be suffered by the Client as a result of the Service Provider's default. The Client may, without prejudice to any other rights or methods of recovery, deduct the amount of such liquidated damages or damages from any monies due or to become due to the Service Provider.

4.9. Subject to clause 12.2, the Fee shall not be adjusted to take account of any increase or decrease in costs resulting from changes in Laws (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws made after the date of this Agreement, which affect the Service Provider in the performance of its obligations under this Agreement.

4.10. The Client shall be entitled to appoint any of its Affiliates to discharge any or all of its payment obligations under this Agreement (each such Affiliate being a "**Payment Manager**"), subject to notifying the Service Provider in writing. It is acknowledged and agreed between the Parties that any payment made by a Payment Manager in connection with this Agreement shall be deemed to have been made by the Client, and the Client's payment liability under this Agreement shall be discharged accordingly in respect of any such payment. The Client acknowledges that it remains liable for all of its payment obligations hereunder unless and until either, (i) the Client makes the relevant payment, or (ii) a Payment Manager makes the relevant payment on its behalf.

4.11. Title to any goods sold as part of the Services shall pass to the Client upon payment for the goods.

5. Variations

5.1. The Client's Representative may by written notice expressed as a "Variation Notice" direct the Service Provider to alter, amend, omit, add to or otherwise vary the Services and the Service Provider shall carry out and be bound by any such Variations.

5.2. Within seven Days of receipt of the notice referred to in clause 5.1, and before the Service Provider carries out the Variation, the Service Provider shall provide to the Client a detailed breakdown of the increase or decrease in the Fee as a result of the Variation.

5.3. No Variation issued in accordance with this Agreement shall vitiate or invalidate this Agreement.

5.4. A Variation may involve the omission of any part or parts of the Services. The Service Provider acknowledges that any one or more omission shall not constitute a basis to allege that the Client has repudiated this Agreement, notwithstanding the extent or timing of the omission.



5.5. The rate or fee for each Variation shall be determined by agreement between the Parties, or in the absence of agreement, a valuation shall be made by the Client on the basis of the rates and fees set out in Schedule 2 or if there are no applicable rates and fees set out in Schedule 2, then a fair and reasonable valuation of the Variation shall be made by the Client.

5.6. The Service Provider is not entitled to any payment (pursuant to this Agreement or any other principle of law or statute or code) in relation to any Variation unless:

- (a) the Service Provider has been directed to carry out the Variation pursuant to clause 5.1; and
- (b) the increase or decrease in the Fee has been determined in accordance with clauses 5.2 and 5.5.

6. Independent Service Provider

6.1. The Parties acknowledge that the Service Provider is an independent service provider and not the Client's employee or agent. This Agreement does not create any partnership, joint venture, employer and employee relationship, or other joint relationship, between the Client on the one hand and the Service Provider on the other hand.

6.2. The Parties acknowledge that the United Arab Emirates labour law and all other labour and/or employment laws and related codes, standards, statutes, rules, directives, treaties or similar, in the United Arab Emirates and any other jurisdiction globally, shall not apply to this Agreement.

7. Warranties & Disclaimers

7.1. The Service Provider warrants that:

- (a) the Services shall be performed in accordance with this Agreement, including in particular clause 1 and Schedule 1;
- (b) it has good title to any goods supplied as part of the Services and that they are not mortgaged and are free from any other encumbrances;
- (c) there is no provision of any law, statute, regulation, rule, order, injunction, decree, writ or judgment, no provision of its bylaws or other constitutive contract and no provision of any mortgage, indenture, contract or other contract to which it is a party or affecting its properties which would prohibit, conflict with or in any way prevent the execution and delivery, **or** performance by it of the terms, of this Agreement;
- (d) there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it or any of its properties in any court, before or by any governmental department, board, agency, administrator or instrumentality or before any arbitrator, and no existing default by it under any applicable order, writ, injunction or decree or other decision of any court, governmental department, board, agency, administrator or instrumentality or any arbitrator, in each case that is reasonably expected to have an adverse effect on its ability to perform its obligations under this Agreement;
- (e) the execution, delivery and performance by it of this Agreement shall not result in a breach of, or constitute a default under, any other contract or arrangement to which it is a party, or by



which it is bound, which would adversely affect the validity or enforceability of this Agreement or have an adverse effect on its ability to perform its obligations under this Agreement;

- (f) that it will abide by the provisions of the Anti-Trafficking of Persons Law, and the Labor Law and its Executive Regulations and all relevant ministerial decisions issued by the Ministry of Human Resources and Social Development, especially in relation to the provisions relating to wages, rest periods, weekly rest periods and overtime working hours, in addition to the provisions contained in the Labor Law related to the prevention of work risks and the prevention of accidents, work injuries and health and social services;
- (g) warrants that it will be prohibited from taking any action that would exclude, differentiate or favour its employees on the basis of race, colour, sex, age, disability, marital status or any other form of discrimination that would nullify or impair the application of equal opportunities or treatment;
- (h) warrants that it will be obligated to provide its employees with places designated for worship, rest and food, in addition to toilets, according to the standards required by law;
- (i) warrants that it will not employ any person under the age of 18 years.

7.2. The Client does not warrant, guarantee or make any representation about the accuracy or adequacy of any information, data or documents made available to the Service Provider or relating to the Services or the Project, and such information, data or documents do not form part of this Agreement.

8. Insurance

8.1. The Service Provider shall take out and maintain at its own cost and expense the insurance policies set out in the Authorizing Document for the periods and on the terms specified in the Authorizing Document.

8.2. The Service Provider shall notify the Client immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects the Client's interests.

8.3. Without limiting the Client's rights under any insurance policy taken out by the Service Provider in accordance with this Agreement (whether as co-insured or otherwise), if an event occurs or a circumstance arises which may affect the Client's interests and which may give rise to a claim under any insurance policy to be taken out by the Service Provider under this Agreement, the Service Provider shall:

- (a) notify the Client within fourteen Days of that event;
- (b) actively make a claim under the relevant policy and remit to the Client any insurance proceeds recovered by the Service Provider in respect of the Client's rights and interests under or in connection with this Agreement or any liability to third parties; and
- (c) ensure that the Client is kept fully informed of any subsequent actions and developments concerning the relevant claim.



- 8.4. At the Client's request, the Service Provider shall promptly (but within a period not exceeding 10 Business Days of such request) produce evidence acceptable to the Client that the Service Provider is maintaining the insurances required by this clause 8.
- 8.5. The Client has the right to take out and maintain any policy of insurance required by this clause 8 if the Service Provider fails to do so.
- 8.6. The Service Provider agrees to reimburse the Client for any expenses the Client incurs in taking out and maintaining any policy of insurance taken out by the Client pursuant to clause 8.5.
- 8.7. The Service Provider will ensure that nothing is done or omitted to be done which would prejudice or invalidate any insurance cover obtained in line with this clause 8.
- 8.8. The Service Provider shall ensure that all the insurance policies required by this clause 8 are through a reputable licensed insurer in the United Arab Emirates that is acceptable to the Client and contains an endorsement that the insurer will provide the Client with not less than thirty (30) Days' notice prior to cancellation, termination or alteration of cover.
- 8.9. At any time during the Term, the Client reserves the right to modify the insurance requirements, including limits, based on the nature of the risk, exposures, prior experience, insurer(s), coverage, or other special circumstances.

9. Liability and Indemnities

- 9.1. The Service Provider shall be liable for and shall indemnify the Client from and against any action, claim, proceeding, demand, cost, expense, loss, liability or damage which the Client may suffer or incur which arises out of the Service Provider's acts or omissions whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise in relation to this Agreement, except to the extent that liability, loss or damage arises out of the negligent acts or omissions of the Client.
- 9.2. Each indemnity in this Agreement is a continuing obligation separate and independent from the Service Provider's other obligations and survives termination of this Agreement.
- 9.3. It is not necessary for the Client to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.
- 9.4. The Service Provider shall indemnify the Client for the difference (if any) between:
- (a) the amount of any liability or claim suffered or incurred by the Client for which, but for any Law, the Client would have been entitled to recover from the Service Provider arising out of or in connection with the Service Provider's act or omission under this Agreement; and
 - (b) the liability of the Service Provider to the Client as determined by any Law arising out of or in connection with the Service Provider's act or omission.

10. Intellectual Property

- 10.1. The Client retains the Intellectual Property Rights in the Client Background IP.



- 10.2. The Client grants the Service Provider a licence to reproduce and use the Client Background IP as necessary for the sole purpose of the Service Provider complying with its obligations under this Agreement. The Service Provider shall not reproduce, use or otherwise deal with the Client Background IP, or allow any other person to do the same, for any other purpose. The Client has the right to revoke this licence at any time by notice in writing to the Service Provider.
- 10.3. The Service Provider retains the Intellectual Property Rights in the Service Provider Background IP.
- 10.4. The Service Provider grants the Client a licence to reproduce and use the Service Provider Background IP for the purposes of this Agreement.
- 10.5. The Service Provider agrees and acknowledges that all Project IP shall be vested in and owned by the Client.
- 10.6. The Service Provider warrants that performance of the Services, and the supply of the Deliverables, in accordance with this Agreement shall not infringe the Intellectual Property Rights of any third party.
- 10.7. The Service Provider agrees to notify the Client as soon as the Service Provider becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in the:
- (a) Client Background IP;
 - (b) Service Provider Background IP; or
 - (c) Project IP.
- 10.8. The Service Provider agrees to provide all reasonable assistance the Client may request to protect the Intellectual Property Rights in the:
- (a) Client Background IP; and
 - (b) Project IP.

11. Confidential Information

- 11.1. The Service Provider undertakes that it shall not, either during the Term of this Agreement or at any time thereafter (except to the extent necessary to comply with its obligations under this Agreement), disclose to any person any information of or relating to the Client which it has obtained as a result of this Agreement, or the negotiations preceding this Agreement, including the terms of this Agreement and all information and documentation supplied by the Client, or information to which the Service Provider has access in the performance of this Agreement.
- 11.2. The Service Provider shall not, alone or in conjunction with any other party or organisation, publish any information, drawing or photograph, make any public relations announcement or issue any press release concerning this Agreement without the Client's written consent. Requests for consent pursuant to this clause shall be sent by e-mail to the Client's Representative. For the



avoidance of doubt, a request for approval shall not constitute approval, and any approval, and conditions of approval, shall be at the Client's absolute discretion.

11.3. The Service Provide and all its personnel shall not to take any photographs of the Project even for the purpose of using such photographs for advertising/promotion or any other purposes without obtaining a prior written consent from the Client.

11.4. Nothing in this Agreement prohibits disclosure of information which:

- (a) is in the public domain otherwise than as a result of a breach of this clause 11;
- (b) is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this clause 11;
- (c) is required to be disclosed by Law or any Authority having authority over a Party; or
- (d) is for the purposes of providing legal advice.

12. Taxes

12.1. Subject to clause 12.2, should any Taxes be levied on the Service Provider, in respect of, or in relation to, the performance of the Services, these shall be to the Service Provider's account. The Service Provider shall be responsible for payment of those Taxes and shall immediately provide the Client with documentary evidence of payment if payment is made by the Service Provider on the Client's behalf.

12.2. The Fee is exclusive of and does not include any allowance for value added tax ("VAT"). The Client shall, subject always to clause 4, in addition to paying any amounts due to the Service Provider under this Agreement, pay the amount of VAT properly chargeable pursuant to applicable Law.

12.3. The Parties agree that they will co-operate and do all things reasonably necessary to assist one another to comply with their obligations in respect of the administration, reporting and remittance of any VAT, including providing, upon request, any invoice, statement receipt or other accounting document or record to substantiate the amount of VAT paid (or received) under or in accordance with this Agreement. Payment of VAT by the Client shall be subject to the Client first receiving (i) written confirmation that the Service Provider is registered for VAT, and (ii) a valid VAT invoice, both as prescribed by the applicable Laws.

12.4. If an adjustment of VAT is required as a result of an adjustment event that relates to the Services, the Service Provider shall issue a credit or debit note (as applicable) within thirty (30) Days after the date of the adjustment event.

12.5. The Service Provider acknowledges and agrees that if a Law requires the Client to deduct an amount in respect of withholding tax from a payment under this Agreement, such that the Service Provider would not actually receive on the due date the full amount provided for under this Agreement then on the due date:

- (a) the Client shall deduct the amount for the withholding tax;



- (b) the Client shall pay an amount equal to the amount deducted to the relevant Authority in accordance with applicable Law and give the original receipt to the Service Provider; and
- (c) the Client shall pay the Service Provider an amount equal to the difference between the payment amount due and the amount deducted.

13. Force Majeure

- 13.1. If, as a result of an Event of Force Majeure, a Party becomes unable, wholly or in part, to perform any of its obligations under this Agreement or is delayed in performing those obligations:
- (a) the affected Party shall immediately give notice to the other Party setting out full details of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that Party from, or delaying that Party from, performing the affected obligations under this Agreement;
 - (b) the affected obligations identified in the notice referred to in clause 13.1(a), shall be suspended but only so far as, and for so long as, the performance of those obligations is affected by the Event of Force Majeure; and
 - (c) the affected Party shall use its best endeavours to overcome or remove the effects of the Event of Force Majeure as quickly as possible.
- 13.2. Where the affected Party ceases to be affected by the Event of Force Majeure, the affected Party shall as soon as reasonably practicable recommence the performance of the affected obligations.
- 13.3. The Service Provider has no entitlement and the Client has no liability for:
- (a) the payment of any part of the Fee that becomes due during an Event of Force Majeure; and
 - (b) any expenses, costs, losses or damages in any way incurred by the Service Provider due to an Event of Force Majeure.
- 13.4. An Event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 13.5. An Event of Force Majeure does not include (i) any circumstance caused by the act, omission, negligence or default of a Party to this Agreement, or any subcontractor, supplier or provider at any level in the Service Provider's supply chain, (ii) a failure of the Service Provider to perform the Services in accordance with this Agreement, (iii) industrial disputes specific to the performance of the Services, or (iv) either Party having insufficient funds to fulfil that Party's obligations under this Agreement.

14. Suspension

- 14.1. The Client has the right, at any time and for any reason, to suspend performance of the Service Provider's obligations under this Agreement by giving the Service Provider notice.
- 14.2. When the Service Provider receives a notice of suspension from the Client in accordance with clause 14.1, the Service Provider shall suspend performance of the relevant obligations until



such time as the Client directs the Service Provider to resume performance of those obligations by notice in writing. At such time, the Service Provider shall promptly recommence the performance of those obligations in accordance with this Agreement.

15. Termination

15.1. The Client may terminate this Agreement at any time and in the Client's sole discretion by giving the Service Provider seven Days' prior notice.

15.2. The Client may, by notice to the Service Provider, immediately terminate this Agreement if the Service Provider is in breach of the Service Provider's obligations under this Agreement, and such breach is not remedied to the Client's satisfaction within five Days of the receipt of a notice from the Client. The rights given by this clause 15.2 are in addition to any other rights that may be exercised by the Client under this Agreement or at Law.

15.3. The Client may, by notice to the Service Provider, immediately terminate this Agreement if the Service Provider gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

(a) for doing any action in relation to this Agreement; or

(b) for showing favour or disfavour to any person in relation to the Agreement,

(c) or if any of the Service Provider's personnel gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this clause 15.3,

it being acknowledged and agreed that lawful inducements and rewards to the Service Provider's personnel shall not entitle termination.

15.4. Either Party may terminate this Agreement at any time by notice to the other Party, without prejudice to any rights at Law or otherwise, if either Party becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if anything is done or any event occurs which (under applicable Laws) has a similar effect to any of these acts or events. The rights given by this clause 15.4 are in addition to any other rights and may be exercised even if there has been no breach of this Agreement.

15.5. Save as set out in clause 15.4, the Service Provider may only terminate this Agreement by notice to the Client if the Client has failed to make a payment in breach of clause 4, and the Service Provider has provided the Client with a notice requiring payment within thirty Days of the expiry of the period for payment provided for in Schedule 3, except with respect to any payment or portion that the Client disputes under clause 16.

15.6. If the Service Provider receives a notice of termination from the Client, or the Service Provider terminates by notice to the Client, the Service Provider shall:

(d) stop work (except to the extent specified in the notice from the Client, where applicable, or otherwise as directed by the Client);



(e) take such action as necessary or as the Client directs, for the transfer, protection and preservation of the Client's property; and

(f) use its best endeavours to minimise the costs of termination to the Client.

15.7. If this Agreement is terminated (with the exception of termination under clause 15.2, where the Service Provider shall forfeit any right for further payment) the Client shall only be liable for the payment of Services performed to the date of termination (as the Client sees reasonable), subject to the Client's rights of set off. The Client may employ other persons to complete or perform the Services. Where termination is pursuant to clause 15.2, 15.3 or 15.4 or otherwise where the Service Provider is in breach of this Agreement, any cost incurred by the Client in employing other persons to complete or perform the Services under this clause 15.7 which exceeds the unpaid portion of the Fee shall be a debt due from the Service Provider to the Client.

15.8. Any expiry or termination of this Agreement does not affect any rights of the Parties which may have accrued before the date of expiry or termination.

16. Governing Law and Dispute Resolution

16.1. This Agreement is governed by the Laws of the United Arab Emirates.

16.2. If a dispute arises, prior to the initiation of any legal proceedings, written notice giving full particulars of the legal and factual basis of the dispute shall be provided to the other Party.

16.3. If the dispute is not resolved by the Parties within fourteen Days of receipt of the written notice pursuant to clause 16.2, the dispute may be referred by either Party to the courts of the United Arab Emirates who shall have exclusive jurisdiction.

17. Assignment and Subcontracting

17.1. The Service Provider may not assign, subcontract, or novate the Service Provider's rights and/or obligations under this Agreement without the Client's prior written consent. The Service Provider acknowledges that where it subcontracts any of its obligations under this Agreement, it remains fully liable to the Client for the performance of such obligations as if they were being performed by the Service Provider itself.

17.2. The Client has the right to assign and/or novate any or all of the Client's rights and obligations under this Agreement. The Service Provider acknowledges and agrees to do everything necessary or requested by the Client either during the Term, or after the termination of this Agreement, to enable the Client to assign and/or novate any or all of the Client's rights and obligations under this Agreement as aforesaid. If requested by the Client, the Service Provider agrees to execute a deed of assignment and/or novation in a form to be approved and provided by the Client.

17.3. A novation by the Client shall be effective from a date to be chosen by the Client, provided that the novation is notified to the Service Provider by the Client on or before the said date.



18. Notices

- 18.1. The giving of notice or other required communication by the Service Provider to the Client's Representative shall not stand as an effective notice or required communication to the Client save as is specifically provided under this Agreement.
- 18.2. Any notice, approval, consent or other communication in relation to this Agreement shall be:
- (a) in writing;
 - (b) marked for the attention of the relevant Representative; and
 - (c) delivered by hand or courier to the address, or sent to the email address, shown in the Authorizing Document.
 - (d) However, if the addressee has notified the sender of a change of postal address or email address, then the communication shall be to that address or number.
- 18.3. A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 18.4. Subject to clause 18.5, a notice is given on the day that it is received and signed for as received by the addressee, or if transmitted by email, on the day of transmission if it is a business day in the United Arab Emirates (excludes Friday, Saturday and public holidays) ("Business Day"), otherwise it shall be deemed given on the next Business Day.
- 18.5. If a notice delivered by hand or sent by email is delivered or sent after 4.00 pm on a Business Day at the location of receipt, the notice shall be deemed to have been received on the next Business Day.

19. Availability of Information

- 19.1. The Service Provider shall comply with all reasonable requests by the Client for information and data that the Client or its authorised representatives may request.
- 19.2. During the Term, and for a further two years, the Client's authorised representatives are entitled to access any relevant personnel, accounts, records (including data stored in computer files), vouchers, receipts and documents of any description which belong to the Service Provider, or any of the Service Provider's employees, agents, service providers and/or subconsultants, for the purposes of ensuring that the terms and conditions of this Agreement have been complied with and that all applications for payment have been and are being made in accordance with this Agreement.
- 19.3. All accounts and other records referred to in clause 19.1 shall be maintained by the Service Provider.
- 19.4. The Client's duly authorised representatives have the right to reproduce any relevant documents accessed under this clause 19.



20. Business Ethics

- 20.1. Neither the Service Provider, nor any of its employees, agents, service providers and/or subconsultants, are expected, permitted or authorised to take any action on the Client's behalf, including any action which could violate any Laws.
- 20.2. The Service Provider's obligations under this clause 20 include establishing precautions to prevent the Service Provider's employees, agents, service providers and/or subconsultants from making, receiving, providing or offering gifts, payments, loans, substantial entertainment or other considerations for the purpose of influencing individuals to act contrary to the Client's best interests.
- 20.3. All financial statements, reports and applications for payment which are rendered by the Service Provider under this Agreement shall completely and accurately reflect the facts about all the relevant activities, transactions and circumstances handled for the account of the Client.
- 20.4. The Service Provider shall immediately notify the Client in writing of any and all violations of this clause 20 upon becoming aware of such violations.

21. Conflict of Interest

- 21.1. The Service Provider shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Client's best interests.
- 21.2. The Service Provider's obligations under this clause 21 apply to the activities of the Service Provider's employees (including relatives), agents, service providers and/or subconsultants in their relations with the Client's employees, agents, consultants, subconsultants and/or any third parties associated with this Agreement.
- 21.3. The Service Provider shall immediately notify the Client's in writing of any and all violations of this clause 21 upon becoming aware of those violations.

22. Entire Agreement

- 22.1. This Agreement constitutes the entire agreement between the Parties and sets out a full statement of the contractual rights and liabilities of the Parties in relation to the Services and no negotiations between them or any document agreed or signed by them prior to the date of this Agreement in relation to the Services is of any effect.

23. Other Matters

- 23.1. The Client's rights under this Agreement may only be waived by the Client in writing signed by a duly authorised representative of the Client.
- 23.2. This Agreement may not be varied except in writing signed by a duly authorised representative of each of the Parties.
- 23.3. Any clarification or instruction by the Client's Representative shall not be interpreted as a Variation to this Agreement, nor shall it entitle the Service Provider to any compensation.



- 23.4. The Client may exercise a right, remedy or power in any way the Client considers appropriate, in accordance with the terms of this Agreement.
- 23.5. If the Client does not exercise a right, remedy or power at any time, this does not mean that the Client cannot exercise it later.
- 23.6. To the extent of any inconsistency between the Authorizing Document and General Terms & Conditions and any schedules, the following shall prevail (in order of priority):
- (a) Authorizing Document
 - (b) General Terms & Conditions;
 - (c) Schedules.
- 23.7. The rights, remedies and powers of the Parties under this Agreement are in addition to any rights, remedies and powers provided by Law.
- 23.8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by email or other digital means shall be binding on a Party so confirming.
- 23.9. If reasonably requested by the Client, the Service Provider shall liaise and co-operate with any other service providers, contractors or otherwise that are appointed by the Client and notified by the Client to the Service Provider in writing in connection with the Services herein.
- 23.10. The Client and any affiliate of the Client shall be entitled to disclose any Deliverable to any third party in its absolute discretion, notwithstanding any Condition to the contrary contained in the Deliverable itself. The Client shall not be bound by any Condition contained within the Deliverable that affects in any way the Client or the Client's affiliates' ability to freely disclose the Deliverable to a third party, whether or not the Deliverable has been accepted by the Client. Any such Condition shall be considered null and void and the terms and conditions of this Agreement shall take precedence.
- 23.11. Despite the existence of a dispute and the extent reasonable and practicable, the Parties shall continue to perform their respective obligations under this Agreement.

24. Definitions and Interpretation

24.1. In this Agreement, unless the contrary intention appears:

Affiliate means, (i) the ultimate parent company of a Party, (ii) any company controlled by that ultimate holding company, (iii) any company controlling a Party; or (iv) any company controlled by a Party.

Agreement means this Agreement comprising of the Authorizing Document, these General Terms & Conditions and any schedules or appendices.

Authority means any local, regional, territorial or municipal government ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, judicial or



administrative body, having jurisdiction over the Services, the Project, the Client or an affiliate of the Client.

Authorizing Document means the purchase order issued by Arena or the Short Form Contract executed by Arena and the Service Provider, as applicable.

Best Industry Practice means the most stringent of the practices which are generally engaged in or observed by international service providing companies/firms with respect to services similar to the Services and which, with respect to any objective, may be expected, in the exercise of reasonable judgment, to accomplish that objective in a manner consistent with applicable Laws, reliability, safety, environmental protection, economy and expediency.

Client means the person named in this Agreement under the Authorizing Document as the Client.

Client Background IP means Intellectual Property Rights owned by or licensed to the Client (including know-how and technical information) which exists prior to the date of this Agreement but does not include Service Provider Background IP or Project IP.

Commencement Date means the date of commencement of the Services as set out in the Authorizing Document.

Condition means any disclaimer, term or condition contained in a Deliverable.

Day means a calendar day.

Deliverable means any report, document or other deliverable provided as part of the Services.

Event of Force Majeure means acts of God, acts of government, proclamations, regulations or appropriations, acts of terrorism, industrial disputes, acts of public enemies, blockades, embargoes, wars (whether declared or not), invasions, rebellions, revolutions, insurrections or riots, epidemics, landslides, fires, extreme storms or floods, explosions, earthquakes or pandemics or epidemics and any ensuing government precautionary measures.

Fee means the Fee set out in the Schedule 2, as may only be adjusted in accordance with the provisions of this Agreement.

General Terms & Conditions means these general terms and conditions comprising clauses 1 to 24, existing as of the date of the Authorizing Document.

Intellectual Property Rights includes all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, commercial descriptions, trade names, know how, confidential information, moral rights, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation in 1967.

Law and Laws means:

- (a) legislation, decrees, rules, regulations, orders, by-laws and other subordinate legislation of the United Arab Emirates;
- (b) requirements, rules, laws and regulations of any Authority; and
- (c) guidelines of the United Arab Emirates and of all relevant Authorities, with which the Service Provider is legally required to comply.



Licences means all licences, qualifications, registrations and other statutory requirements necessary for the performance of the Services under this Agreement.

Notice to Proceed means the notice to proceed (if any) set out in the Authorizing Document.

Parties means the Service Provider and the Client.

Party means the Service Provider or the Client.

Project means the project described in the Authorizing Document, if so described, otherwise it shall be deemed that which is the object of the Services.

Project IP means Intellectual Property Rights discovered or coming into existence as a result of, for the purposes of or in connection with the performance of the Services and supply of the Deliverables in accordance with this Agreement but does not include Service Provider Background IP or Client Background IP.

Representative means the authorised representative nominated by each Party in the Authorizing Document or any other person appointed by the relevant Party and notified to the other Party from time to time in accordance with clause 3.

Services means the services to be performed by the Service Provider in accordance with this Agreement as specified in the Authorizing Document, and Schedule 1, as adjusted in accordance with this Agreement, and includes all works and services which, although not expressly stated in this Agreement, are necessary for the safe and lawful completion of the Services.

Service Provider means the person named in the Authorizing Document.

Service Provider Background IP means Intellectual Property Rights owned by or licensed to the Service Provider (including know-how and technical information) which exists prior to the date of this Agreement but does not include Client Background IP or Project IP.

Standards means all industry standards and government regulations applicable to the Services or as may be otherwise mandated by the Client.

Taxes means any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on the Client's net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions, imposed, levied or assessed or otherwise payable.

Term means the period of this Agreement, as set out in the Authorizing Document.

Variation means a change to the Services directed by the Client in writing including any omission, reduction or addition to the Services.

VAT means as defined in clause 12.2.



24.2. In this Agreement, unless the contrary appears:

- (a) a reference to this Agreement or another instrument includes any Variation or replacement of either of them;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an Authority;
- (d) a reference to a 'person' includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) if a period of time is specified and dates from a given Day or the Day of an actual event, it is to be calculated exclusive of that Day;
- (f) a reference to a clause or schedule is a reference to a clause or schedule in this Agreement; and
- (g) the words "including" and "include" are a reference to "including, but not limited to".

24.3. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.



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