



## VOLUME 3: DRAFT AGREEMENT

RFP Number:	O-17045
Title:	TECHNOLOGY ON-DEMAND SERVICES POOL

### PREPARED BY:

ABU DHABI SUSTAINABLE WATER SOLUTIONS COMPANY PJSC

P.O. Box 108801, Abu Dhabi, United Arab Emirates

## **Disclaimer**

*Annexures, sections, clauses and parts contained within this Draft Agreement are only an indicative reflection of the form of the Final Agreement, and, accordingly, this document is in no way to be considered as Final Agreement to be signed with a Successful Bidder until such time as all necessary updates have been implemented by ADSWS as required during or pursuant to the Bidding Process.*

DRAFT

## MASTER SERVICES AGREEMENT

Between

ABU DHABI SUSTAINABLE WATER SOLUTIONS COMPANY PJSC

and

**[name of the winning bidder]**

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**THIS AGREEMENT** is dated \_\_\_\_\_ 202[●]

**BETWEEN:**

- (1) **ABU DHABI SUSTAINABLE WATER SOLUTIONS COMPANY PJSC**, a public joint stock company established under the laws of Abu Dhabi, with its postal address being P.O. Box 108801, Abu Dhabi, United Arab Emirates (together with its successors and permitted assigns, the “**Company**” or “**ADSWS**”); and
- (2) **[insert name of the winning bidder]**, a company established under the laws of the Emirate of [ ] with Commercial Licence No. [ ], having its office at [ ] and its postal address being P.O. Box [ ], [ ], United Arab Emirates (the “**Service Provider**”),

each a “**Party**” and together the “**Parties**”.

**WHEREAS:**

- (A) The Company issued a request for proposal seeking proposals for qualified service providers capable of delivering the Services (as defined in this Agreement).
- (B) The Service Provider is engaged in the business of providing **[TECHNOLOGY ON-DEMAND SERVICES POOL]** and has the required skill, knowledge, and experience in that field to perform such Services; and
- (C) The Company has agreed to engage the Service Provider to provide the Services to the Company or any other person or entity designated by the Company in writing, and the Service Provider has agreed to accept such engagement on the terms and conditions set out in this Agreement.
- (D) From time to time, any Recipient (as defined below) may request that the Service Provider perform all, or any part of, the Services, as confirmed in writing in a Call Off order substantially in the form set forth in Schedule 2 (Form of Call Off Order). Any changes, modifications or additions to the Services shall be agreed to in writing and signed by the Parties.
- (E) All Services which the Service Provider agrees to perform under a Call Off at the written request of a Recipient shall be covered by this Agreement, and all of the terms and conditions of this Agreement shall apply to those Services and such Call Off.

**NOW, THEREFORE**, it is agreed as follows:

**1. DEFINITIONS, INTERPRETATION AND ORDER OF PRECEDENCE**

- 1.1 In this Agreement:

“**Affiliate**” means, in relation to a person, a company or entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with, that person;

“**Authorised Recipients**” has the meaning given in Clause 15.2;

“**Applicable Laws**” means any applicable national, federal, supranational, state, regional, provincial, local or other statute, law, ordinance, decree, ruling, regulation, rule, code, guidance, order, measure,

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published practice or concession, determination, judgment, requirement or decision of any governmental/ regulatory authority having jurisdiction over the matter in question;

**“Business Partner Code of Conduct”** means the Company’s business partner code of conduct applicable to all of its service providers and third party contractors attached to this Agreement as Schedule 3 and also available at <https://www.taqa.com/ethics-compliance/>;

**“Call Off”** has the meaning ascribed to it in Recital (D);

**“Call Off Commencement Date”** means the date stated in the relevant Call Off, on which the Service Provider shall be obliged to commence the Services under such Call Off;

**“Commencement Date”** means the date for commencement of this Agreement as set out in Schedule 1 (Key Contract Particulars);

**“Conditions”** means the terms and conditions set out in Clauses 1 to 28 (inclusive) to this Agreement;

**“Confidential Information”** has the meaning given in Clause 15;

**“Conflict of Interest Controls”** has the meaning given in Clause 14.1(c);

**“Control”** means:

- (a) to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling the right to elect or appoint, directly or indirectly, the majority of the board of directors or a similar managing authority; (ii) by contract; or (iii) otherwise; and
- (b) to own, directly or indirectly, more than fifty percent (50%) of the total ownership shares of such other entity,

and **“Controlled”** shall be construed accordingly;

**“Data Security”** has the meaning given in Clause 25;

**“Deliverables”** means the deliverables to be supplied by the Service Provider to the Recipient as part of the Services forming part of any Call Off;

**“Dispute”** has the meaning given in Clause 27.2;

**“DP Laws”** means any applicable data protection laws relating to the protection and processing of Personal Data;

**“Due Date for Payment”** has the meaning given in Clause 9.2;

**“Fees”** means the fee or fees specified in Schedule 1 (Key Contract Particulars) and/or the relevant Call Off payable by the Recipient to the Service Provider in respect of the Services provided under a Call Off;

**“Good Industry Practice”** means the practices, methods, acts, processes and procedures and that degree of skill, diligence, prudence and foresight that would reasonably be expected to be observed by a skilled and experienced professional consultant engaged in carrying out activities the same as or

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similar to the Services or such other relevant services (if applicable) under the same or similar circumstances as those contemplated in this Agreement;

**"Indemnified Persons"** has the meaning given in Clause 20.1;

**"Intellectual Property Rights"** means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and related confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**"Liquidated Damages"** has the meaning set out in Clause 20.5(a);

**"Party"** means, when referred to in connection with this Agreement, the Company or the Service Provider (as the case may be), and when referred to in connection with a Call Off, the Recipient or the Service Provider (as the case may be).

**"Personal Data"** has the meaning given in Clause 25.1;

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

**"Project Materials"** means any works and materials (tangible or intangible) created, developed, written or prepared by the Service Provider, its employees, agents or subcontractors in relation to, or as part of, the performance of the Services (whether individually, collectively or jointly with the Recipient and on whatever media) including the Deliverables and any concepts, content, processes, artwork, music, logos, raw footage, working files, graphics, animation, computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Service Provider's ordinary correspondence, know-how, methodology and tools;

**"Recipient"** means, in respect of each Call Off, the Company or any entity (in which the Company holds an interest) that may be designated by the Company in writing;

**"Replacement"** has the meaning given in Clause 20.4;

**"Services"** means the services (including provision of the Deliverables) to be provided by the Service Provider under any Call Off including, without limitation, those identified in Schedule 1 (Key Contract Particulars);

**"Service Provider's Personnel"** means those employees of the Service Provider assigned by the Service Provider to the provision of the Services and, where appropriate, any replacements of such employees;

**"Taxes\Tax"** means all taxes without limitation, including income, excise, gross receipts VAT, sales, use, employment, social security, franchise, profits, gains, property, transfer, payroll, stamp taxes, duties or any other taxes (howsoever called and whether payable directly or by withholding) wherever and whenever imposed by the UAE's Federal Tax Authority (FTA) or similar body thereto, together with any interest and any penalties thereon or additional amounts (including reasonable costs) in connection with any such taxation;

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**"Uncompleted Services"** has the meaning given in Clause 20.4;

**"Variation"** means any alteration, amendment, addition or other variation to the Services under a Call Off agreed in accordance with Clause 10;

**"Variation Notice"** has the meaning given in Clause 10.1;

**"Variation Order"** has the meaning given in Clause 10.4(a);

**"Variation Order Agreement"** has the meaning given in Clause 10.5;

**"Variation Proposal"** has the meaning given in Clause 10.1; and

**"VAT"** means (i) value added tax, (ii) any goods and services, sales, consumption or turnover tax and/or (iii) any imposition or levy of a like nature.

- 1.2 In this Agreement and all Call Offs, except where the context otherwise requires:
  - (a) references to a person include an individual, a body corporate, a partnership and an unincorporated association of persons; and
  - (b) references to a party to this Agreement or any Call Off include references to the successors or assigns (immediate or otherwise) of that party.
- 1.3 The headings in this Agreement do not affect its interpretation. The recitals to this Agreement shall form a part hereof.
- 1.4 The schedules and appendices to this Agreement form part of it and any reference to "Clauses", "Schedules" or "Appendices" means a clause, schedule or appendix to this Agreement respectively.
- 1.5 The words "includes" or "including" shall mean "including without limitation."
- 1.6 The following documents and their attachments, if any, together constitute this Agreement. In the event of any inconsistency, ambiguity or discrepancy in the documents forming this Agreement and for the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - (a) the Conditions;
  - (b) Schedule 1 (Key Contract Particulars);
  - (c) Schedule 3 (Insurances);
  - (d) Schedule 2 (Form of Call Off Order); and
  - (e) Schedule 4 (Performance Guarantee); and
  - (f) any other Schedules or Appendices to this Agreement.
- 1.7 In the event of any inconsistency, ambiguity or discrepancy in the documents forming this Agreement and the documents forming a Call Off, the terms of the Call Off shall prevail with respect to the specific Services covered by that Call Off only.

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## 2. NO EXCLUSIVITY OR MINIMUM COMMITMENT

- 2.1 The Service Provider acknowledges that, by entering into this Agreement, the Company is not under any duty or obligation to request the Services Provider to provide any services to it or any potential Recipient, and that neither the Company nor any potential Recipient provides any assurance or guarantee of any minimum commitment for any orders.
- 2.2 Nothing in this Agreement shall create an exclusive relationship between the Service Provider on the one hand, and the Company or any Recipient on the other hand. The Company and any Recipient shall be entitled, in their sole discretion, to obtain services from other providers that are the same as or similar to any Services that may be supplied by the Service Provider under the Call Offs.

## 3. CALL OFFS

- 3.1 A Recipient may (at its sole discretion), at any time during the Term, issue a Call Off to the Service Provider for the performance of Services that are set out in Schedule 1 (Key Contract Particulars).
- 3.2 As and when a Recipient wishes to avail the Services of the Service Provider, the relevant Recipient may request the Service Provider for a proposal in writing specifying the expected timelines and required personnel, based on the rate card as set out in Schedule 1 (Key Contract Particulars). Once the Service Provider and the relevant Recipient have agreed on such details and a Call Off, they shall each arrange for that Call Off to be signed by their duly authorised representatives, at which point that Call Off shall become binding on the Service Provider and the Recipient and shall be governed by the terms of this Agreement, as well as the terms set out in the relevant Call Off. In the event of a conflict between the Call Off and this Agreement, the terms of the Call Off shall prevail in respect of the services specified under the Call Off in so far as the Recipient that has signed the Call Off and the Service Provider.
- 3.3 Each fully signed Call Off shall constitute a separate, legally binding agreement between the Service Provider and the relevant Recipient that signed that Call Off. Unless such person is the Recipient under a Call Off, no Recipient shall:
  - (a) have any obligations or responsibilities under that Call Off; or
  - (b) be liable for any failure on the part of the Recipient that signed that Call Off to comply with its obligations under that Call Off.

## 4. SERVICES

- 4.1 With effect from the Commencement Date, the Company hereby appoints the Service Provider to perform the Services, as and when requested by a Recipient pursuant to a Call Off in accordance with Clause 3, and the Service Provider hereby accepts the appointment to perform the Services in accordance with this Agreement and each Call Off.
- 4.2 The Service Provider shall devote its time, attention and skill and care to the Services as may be necessary for the proper performance of this Agreement and each Call Off.

## 5. TERM

- 5.1 This Agreement shall commence on the Commencement Date and shall continue, unless earlier terminated pursuant to this Agreement or otherwise agreed by the Parties in writing, until the later of the date stated in Schedule 1 (Key Contract Particulars) and the date on which the Services under the

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final Call Off to be issued under this Agreement have been completed to the satisfaction of the relevant Recipient (the "Term").

- 5.2 Each Call Off shall commence on the Call Off Commencement Date and shall continue, unless earlier terminated pursuant to this Agreement or the relevant Call Off or otherwise agreed by the Parties in writing, until completion of the Services to the reasonable satisfaction of the Recipient.

## 6. TIME FOR PERFORMANCE

- 6.1 The Service Provider shall commence the performance of the Services under each Call Off on the Call Off Commencement Date.
- 6.2 Where applicable, the time for performance of the Services or any particular part of the Services shall be as specified in Schedule 1 (Key Contract Particulars) or the relevant Call Off and, where so specified, time shall be of essence. If no time for performance is specified for the completion of the Services or any particular part of the Services, then the Service Provider shall perform such Services within a time to be agreed between the Recipient and the Services Provider, or, failing such agreement, within a reasonable time, having regard to the nature and extent of the Services.
- 6.3 The Service Provider shall not be liable to the Company or any Recipient for any delay in providing the Services to the extent caused by:
- (a) the Company's and/or the relevant Recipient's failure to act in accordance with this Agreement or the relevant Call Off; or
  - (b) acts or events not reasonably foreseeable to, and beyond the reasonable control of, the Service Provider (acting in accordance with Good Industry Practice).

## 7. SERVICE PROVIDER'S UNDERTAKINGS

- 7.1 The Service Provider represents, warrants and undertakes to the Company that:

- (a) it has been duly incorporated, organised and/or established and is validly existing under the laws of the jurisdiction of its incorporation, organisation or establishment (as the case may be) and has the relevant constitutional approvals to conduct the Services in accordance with the terms of this Agreement and each Call Off;
- (b) this Agreement has been, and each Call Off shall be, duly authorised by, and upon execution shall constitute a valid and legally binding agreement of, the Service Provider, enforceable against the Service Provider in accordance with its terms;
- (c) it possesses all requisite certificates, authorisations, licences and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services;
- (d) it shall, at all times during the performance of the Services, keep itself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Service Provider is performing the Services. The requirements of the Business Partner Code of Conduct are incorporated by reference into the terms and conditions of this Agreement as if set forth fully herein. When, or if, differences arise between those standards and legal requirements, the stricter standard shall apply, in compliance with Applicable Laws;

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- (e) it and the Service Provider's Personnel have the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services on the terms set out in this Agreement and each Call Off;
- (f) unless specifically authorised in writing by the Company or the relevant Recipient, it shall not have any authority to incur expenditure in the name or for the account of the Company or any Recipient or hold itself out in any way as having authority to bind the Company or any Recipient;
- (g) it shall comply with the requirements specified in Schedule 1 (Key Contract Particulars) and the Call Off, and shall perform the Services in accordance with Applicable Laws and Good Industry Practice, including to achieve the objectives set out paragraph 1 of Schedule 1 (Key Contract Particulars) and/or those set out in the relevant Call Offs;
- (h) the Service Provider and all Service Provider's Personnel owe a duty of loyalty to the Company and each Recipient and may not use their positions to profit personally at the expense of the Company or any Recipient (financially or otherwise).

## 8. THE RECIPIENT'S OBLIGATIONS

8.1 The Recipient under each Call Off shall:

- (a) provide the Service Provider with any information and documents as the Service Provider may reasonably request for the proper performance of its obligations under the relevant Call Off; and
- (b) use its reasonable efforts to allow the Service Provider such access to the Recipient's premises and to such other premises and property if necessary to perform the Services during normal business hours; provided that the Recipient reserves the right (at its sole discretion) to refuse entry to, or to require the Service Provider to remove promptly, any Service Provider's Personnel or any personnel of its subcontractors or Affiliates.

8.2 The Recipient makes no representation or warranty, express or implied, whether as to the accuracy, reliability or completeness (or otherwise) of any information or documents.

## 9. PAYMENT

9.1 In consideration for the Service Provider performing the Services pursuant to the terms of this Agreement, the Company shall pay to the Service Provider the Fees, in accordance with the terms of Schedule 1 (Key Contract Particulars). Other than as expressly provided in Schedule 1 (Key Contract Particulars) and subject to Clause 9.11, the Fees shall be inclusive of all charges and disbursements of any nature whatsoever. For the avoidance of doubt, the Company shall not be liable to make payment of any amounts due from a Recipient (other than the Company) under this Agreement.

9.2 The Service Provider shall render invoices in accordance with Schedule 1 (Key Contract Particulars) and payment of any sums due shall be made by the Recipient, subject to Clause 9.5, within the timeframe set out in Schedule 1 (Key Contract Particulars) (the "**Due Date for Payment**"). An invoice shall be deemed to be properly rendered only once the Service Provider has submitted all documents reasonably required by the Recipient to support each invoice. All invoices and supporting documentation shall be sent to the invoice address specified in Schedule 1 (Key Contract Particulars).

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- 9.3 The Recipient shall reimburse the Service Provider expenses, if any, of the types identified in Schedule 1 (Key Contract Particulars) and/or the relevant Call Off which are properly and reasonably incurred by the Service Provider or the Service Provider's Personnel in the provision of the Services, provided that:
- (a) the Recipient may require the Service Provider to provide appropriate receipts or any other reasonable evidence of such expenditures;
  - (b) if any of these expenses exceed the aggregate amount (if any) specified in Schedule 1 (Key Contract Particulars) and/or the relevant Call Off, the Recipient shall not be obliged to reimburse the Service Provider for the excess unless the additional expenses have been approved by the Recipient in writing prior to being incurred; and
  - (c) any expenses of a type not specified in Schedule 1 (Key Contract Particulars) and the relevant Call Off as being recoverable by the Service Provider shall be for the account of the Service Provider.
- 9.4 Subject to Clause 10, the Fees specified in Schedule 1 (Key Contract Particulars) and the relevant Call Off constitute the maximum amount of fees that may be payable under that Call Off.
- 9.5 If any amounts invoiced by the Service Provider are challenged by the Recipient in good faith (including where Service Provider has failed to perform the relevant Services in accordance with the relevant Call Off), the Recipient shall advise the Service Provider of the amounts in dispute and shall pay any part of the invoice which is not challenged by the Recipient in good faith. The Recipient may also set off against monies otherwise due to the Service Provider such sums as it may reasonably assess are due to it as a result of any breach by the Service Provider of the terms of the relevant Call Off.
- 9.6 Payment by the Recipient shall be without limitation to any claims or rights which the Recipient may have against the Service Provider and shall not constitute any acceptance of the Services by the Recipient.
- 9.7 The Service Provider shall submit monthly reports to each Recipient setting out the status of the Services under the relevant Call Offs (including a description of the Services performed in the preceding one month period and the Services likely to be performed over the course of the following month), the Fees incurred over the preceding one month period and the cumulative Fees up to the date of the report.
- 9.8 The Service Provider shall submit invoices in accordance with paragraph 4 of Schedule 1 and/or the relevant Call Off. The Service Provider agrees and acknowledges that the Recipient shall be under no obligation or liability to pay any invoices submitted more than ninety (90) days after completion of the Services under the relevant Call-Off.
- 9.9 Subject to Clause 9.11, the Service Provider shall pay all the Taxes required to be paid by it under Applicable Laws in relation to performance of the Services, and the Fees shall not be adjusted for any such Taxes.
- 9.10 Subject to Clause 9.11, the Fees shall be payable net of Tax required to be deducted or withheld at source by the Recipient, as required under the Applicable Law, provided that if Tax (other than VAT) is withheld at source by the Recipient, pursuant to the laws of the United Arab Emirates on the Fee, the Recipient shall provide to the Service Provider receipts of Tax withheld or deducted as soon as is reasonably practicable after the same have been made provided by the relevant authorities to the Recipient.

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- 9.11 All sums set out in any Call Off or otherwise payable by the Recipient to the Service Provider pursuant to each Call Off shall be deemed to be exclusive of VAT as applicable under UAE law or an increase in the rate pursuant to a change of law after the Call Off Commencement Date.
- 9.12 The Service Provider shall, as a precondition to any payment under this Agreement, give the Recipient a VAT compliant tax invoice. The Service Provider shall be responsible for any invoices that are not VAT compliant and shall fully indemnify, and hold harmless, the Recipient for any fines that the Recipient may be required to pay to the Federal Tax Authority (FTA) in result of non-VAT compliant invoices.
- 9.13 If an adjustment arises in connection with the Services or a part thereof made under any Call Off, the Service Provider shall provide the Recipient a VAT compliant credit or debit note in accordance with Federal Decree Law No (8) of 2017 on Value Added Tax.
- 9.14 If this Agreement or any Call Off requires one Party to pay for, reimburse or contribute to any expense, loss, damage or other outgoings suffered or incurred by the other Party, the amount required to be paid, reimbursed or contributed by the first mentioned Party shall be reduced by the amount of any input Tax credits (if any) to which the other Party is entitled in respect of the reimbursable expense.

## 10. VARIATIONS

- 10.1 At any time, the Service Provider or the Recipient may give the other a notice requesting a Variation (which may change or increase the scope of the Services). A notice given by the Company shall be a “**Variation Notice**” and a notice given by the Service Provider shall be a “**Variation Proposal**”.
- 10.2 No later than fourteen (14) days after receipt of a Variation Notice from the Recipient (which shall include details of the proposed Variation) and before the Service Provider carries out the Variation, the Service Provider shall give the Recipient a Variation Proposal (together with full supporting details) setting out:
  - (a) the steps the Service Provider proposes to take to implement the proposed Variation;
  - (b) the adjustments to the Fees (as applicable) for carrying out the proposed Variation;
  - (c) a detailed breakdown of any other amendments to this Agreement that would be necessary in order to enable the Service Provider to implement the Variation.
- 10.3 Any Variation Proposal given by the Service Provider to the Recipient shall (together with full supporting details) set out:
  - (a) details of the proposed Variation; and
  - (b) all of the matters referred to in Clauses 10.2(a) to 10.2(c) inclusive.
- 10.4 Within fifteen (15) days after receipt of a Variation Proposal from the Service Provider, the Recipient shall give the Service Provider:
  - (a) an order accepting the Variation Proposal (**Variation Order**); or
  - (b) a notice setting out any objection the Recipient has to the Variation Proposal.

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- 10.5 Within seven (7) days after issuance of the Recipient's notice under Clause 10.4(b), the Parties shall attempt to reach agreement on whether to proceed with the proposed Variation and the terms and conditions of that Variation. If the Parties agree a Variation in accordance with this Clause 10.5, the Recipient shall promptly give the Service Provider a Variation Order in accordance with 10.4(a) setting out the details of the agreed Variation.
- 10.6 Within seven days of receiving a Variation Order in accordance with Clause 10.4(a), the Service Provider shall return to the Recipient a copy of that Variation Order signed on behalf of the Service Provider and such order as countersigned by the Recipient and the Service Provider shall constitute a "**Variation Order Agreement**".
- 10.7 A Variation may involve the removal of any part or parts of the Services.
- 10.8 No Variation issued in accordance with this Agreement shall vitiate or invalidate this Agreement or any Call Off.
- 10.9 The Service Provider shall not be obliged to commence any Variation unless and until the Recipient and the Service Provider have agreed upon and countersigned a Variation Order Agreement in accordance with this Clause 10.

## **11. SERVICES MANAGEMENT AND PERSONNEL**

- 11.1 The Company has appointed a Project Representative who shall be responsible for the coordination of all matters relating to the Services. The Project Representative for the Company is specified in Schedule 1 (Key Contract Particulars). The Service Provider undertakes to comply with the reasonable instructions of the Company, the Recipient and/or the Project Representative which may be given from time to time.
- 11.2 The Recipient and the Service Provider shall meet as often as reasonably requested by the Recipient to ensure efficient performance of the Services. In addition, the Company may also reasonably request meetings with the Service Provider to assess the performance by the Service Provider under this Agreement.
- 11.3 The Service Provider shall prepare and submit any reports (including any Deliverables) and supply any information relating to the Services as may from time to time be reasonably required by the Company and the relevant Recipient, in the format required by the Company and/or Recipient.
- 11.4 The Service Provider shall keep detailed records of all activities undertaken in connection with the provision of Services and shall, at the Company and/or the relevant Recipient's request, make them available for inspection and/or provide copies thereof to the Company and/or the relevant Recipient.

## **12. THE SERVICE PROVIDER'S REPRESENTATIVE AND SERVICE PROVIDER'S PERSONNEL**

- 12.1 The Service Provider hereby nominates the individual mentioned in Schedule 1 (Key Contract Particulars) as the Service Provider's Representative. The Service Provider agrees that it shall not remove such person as the Service Provider's Representative without the prior written consent of the Company (such consent not to be unreasonably withheld). In the event of such person leaving the Service Provider's employment, or as a result of death or incapacity becoming unable to carry out its duties or Service Provider's Representative activities or the removal of such person as the Service Provider's Representative with the prior written consent of the Company, the Service Provider shall forthwith appoint a replacement who is no less qualified than the person being replaced.

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- 12.2 The Company shall be entitled to rely on the authority of the Service Provider's Representative to act for and commit the Service Provider in regard to all matters in connection with the Services, this Agreement and each Call Off (including without limitation the making of any amendments or additions to this Agreement or any Call Off).
- 12.3 The Service Provider shall be responsible to the Company and the Recipient for the acts, defaults and neglects of the Service Provider's Representative as if they were the acts, defaults and neglects of the Service Provider itself and accordingly the appointment of the Service Provider's Representative shall in no way relieve the Service Provider of any obligation or liability under this Agreement or any Call Off.
- 12.4 The Service Provider warrants to the Recipient that the Service Provider's Personnel employed by it in connection with the Services shall be properly qualified, competent and experienced in order to carry out their respective responsibilities in connection with the Services.
- 12.5 The Service Provider's Personnel shall not be deemed or construed as employees of the Recipient or Company and the Service Provider shall at all times remain fully responsible and liable for any and all matters, costs and permits related to the employment and other requirements of the Service Provider's Personnel under the Applicable Law.
- 12.6 The Service Provider shall ensure that while any of the Service Provider's Personnel are on the Recipient's premises they shall observe and comply with all applicable rules and regulations relating to health, safety and security. The Service Provider shall take full responsibility for the safety of all Service Provider's Personnel employed in connection with the Services and shall keep the Company fully indemnified, and held harmless, in respect of death or personal injury to its personnel, provided that such responsibility shall not apply to any death or injury which is caused by the gross negligence or wilful default of the Recipient or the Recipient's personnel.
- 12.7 The Recipient may by notice in writing to the Service Provider object to any person employed by the Service Provider in respect of the Services who in the reasonable opinion of the Company is, or has been, or is likely to be misconducting himself/herself, or is incompetent, or negligent and the Service Provider shall forthwith remove such person from the performance of the Services and appoint a suitable replacement with the Recipient's consent.
- 12.8 The Service Provider shall immediately appoint (or cause to be appointed) a replacement which is no less qualified than the person being replaced in accordance with Clause 12.7.

### **13. INTELLECTUAL PROPERTY RIGHTS AND RELIANCE**

- 13.1 The Company acknowledges that the Service Provider's Materials are vested, and shall remain vested, in the Service Provider.
- 13.2 The Service Provider acknowledges that in the course of providing the Services the Service Provider may use products, materials and methodologies proprietary to the Company, Affiliates of the Company or any Recipient. The Service Provider agrees that it shall not acquire any rights, including any Intellectual Property Rights, in those proprietary products, materials and methodologies whether under this Agreement, any Call Off or otherwise.
- 13.3 The Project Materials and all Intellectual Property Rights in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Recipient (or such Affiliate of the Company as the Recipient may direct) and shall vest in the Recipient (or such Affiliate of the Company as the Company may direct) unconditionally and immediately on the Project

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Materials having been created, developed, written or prepared, and the Service Provider shall, and shall ensure that each subcontractor shall, at its own expense and at no cost to the Recipient or any such Affiliate, take all steps and sign all documents necessary to formalise such vesting in the Recipient or such Affiliate or otherwise register such Intellectual Property Rights in the name of the Recipient or such Affiliate.

- 13.4 To the extent the Project Materials include any embedded Service Provider's Materials, the Service Provider grants to the Recipient (or such Affiliate of the Company as the Recipient may direct), and shall procure that any subcontractor or sub-consultant of the Service Provider shall grant to the Recipient or such Affiliate, an irrevocable, royalty free, non-sublicensable, non-exclusive, world-wide licence to use and reproduce the Service Provider's Materials solely as part of the Project Materials. The Service Provider warrants that none of the Service Provider's Materials shall contain the Company's or any Recipient's Confidential Information.
- 13.5 In consideration of the Company entering into this Agreement, the Service Provider:
  - (a) as beneficial owner assigns (or shall procure the assignment) to the Recipient (or such Affiliate as the Recipient shall direct) for all purposes the copyright and (to the extent capable of assignment under this Clause 13.5) all other Intellectual Property Rights in the Project Materials; and
  - (b) unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.
- 13.6 The Service Provider represents, warrants and undertakes that the Project Materials shall be original works of authorship to the extent they do not comprise material originating from the Company, the Recipient or its or their employees, agents or subcontractors and their use or possession by the the Recipient or any of its Affiliates or the Service Provider shall not subject the Company, any of its Affiliates, the Recipient or the Service Provider to any claim for infringement of any Intellectual Property Rights of any third party.
- 13.7 The Service Provider undertakes to defend and hold harmless the Company, its Affiliates and any Recipient from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Company, the Recipient or its or their employees, agents or subcontractors) or any part of them by the Company or any of its Affiliates or any Recipient or the receipt by the Company or any of its Affiliates or a Recipient of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (an "**IPR Claim**") and shall indemnify the Company, each of its Affiliates and the Recipient, and their respective employees, directors and officers from and against any and all losses, damages, costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the Company, any of its Affiliates or the Recipient or their respective employees, directors, officers and directors from as a result of or in connection with any IPR Claim.
- 13.8 If any IPR Claim is made, or in the Service Provider's reasonable opinion is likely to be made, against the Company, any of its Affiliates or the Recipient, and their respective employees, directors, officers and directors, the Service Provider shall promptly and at its own cost and expense either:
  - (a) obtain for the Company, each of its Affiliates and the Recipient (or such other person or entity as the Company shall require) the right to continue using the Services and the Project Materials in the manner permitted under this Agreement; or

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- (b) modify or replace the infringing part of the Services and the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all and every part of the Services or the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

13.9 The Service Provider consents to allow the Company, its Affiliates and each Recipient to rely on the work product in the Deliverables provided hereunder and generally on the Services being provided hereunder in accordance with the terms and conditions set forth herein.

13.10 This Clause 13 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

## 14. COMPLIANCE

### 14.1 Conflict of Interest

- (a) The Service Provider shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the best interests of the Company, its Affiliates and any Recipient. This obligation applies to the activities of the Service Provider's employees, agents, and sub-consultants or subcontractors in their relations with the employees of the Company and any Recipient and the families of employees of the Company and any Recipient, the Company's and any Recipient's agents and other contractors, and third parties. The Service Provider's compliance with this requirement includes, but is not limited to, establishing precautions and control procedures to prevent its employees or agents, subcontractors or sub-consultants from making, receiving, providing, or offering any substantial gifts, extravagant entertainment, payments, loans, or other considerations. The Service Provider shall not:
- (i) give to or receive from the Company, its Affiliates or any Recipient, their directors, employees, or agents any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the Services; or
- (ii) enter into any business arrangement with any director or employee or agent of the Company, its Affiliates or any Recipient, other than as a representative of the Company, its Affiliates or any Recipient, without the prior approval of the Company and the relevant Recipient.
- (b) The Service Provider acknowledges that, during the provision of the Services, the Service Provider may come into possession of Confidential Information. The Service Provider warrants that, for the duration this Agreement, except with the prior written consent of the Company or the relevant Recipient, the Service Provider's Personnel shall not, directly or indirectly, provide or procure the provision of any services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations to provide the relevant Services pursuant to this Agreement.
- (c) The Service Provider represents that it has in place, and shall maintain, policies and processes on conflicts and confidentiality which are designed to identify, manage and monitor potential and actual conflicts of interest and to preserve confidentiality. Such policies include policies and processes concerning safeguards relating to training, staffing, information sharing and "conflict walls", information technology security, physical security, leadership oversight, and disciplinary action (collectively, "**Conflict of Interest Controls**").

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- (d) Subject to Clauses (a) and (b) above, the Service Provider and any of its Affiliates may provide services to an entity whose interests conflict with that of the Company, provided that, in such a case, the Service Provider undertakes that it and any such Affiliate shall comply with the Conflict of Interest Controls. Further, the Service Provider warrants and undertakes that the Service Provider and any such Affiliate shall, and shall procure that its and their respective employees, partners, directors, professional advisors, agents, subcontractors and servants shall, comply with the confidentiality obligations set out in this Agreement.
- (e) The Service Provider shall promptly notify the Company and the relevant Recipient in writing of any violation of this Clause 14.1.

#### **14.2 Improper Influence**

- (a) The Service Provider shall not make, either directly or indirectly, any payments of money or anything of value to a government or public international organisation Official in connection with this Agreement, to influence any decision, or to gain any other advantage for the Company, any Recipient or the Service Provider. For the purposes of this Clause 14, “Official” includes, but is not limited to:
  - (i) any officer or employee of any government or any department, agency or instrumentality (i.e., any legal entity controlled by the government) thereof, or any person acting in an official capacity on behalf of any such government, department, agency or instrumentality;
  - (ii) any political party;
  - (iii) any official of a political party;
  - (iv) any candidate for political office; or
  - (v) any officer or employee of a public international organisation (e.g., United Nations, IMF, World Bank).
- (b) The Service Provider shall immediately notify the Company and the relevant Recipient of any breach of paragraph 14.2(a) on becoming aware of such breach or when it ought to have been aware.
- (c) All payments by any Recipient to the Service Provider are received by the Service Provider for its own account and the Service Provider is not authorised to offer, give, or promise any part of such payments, directly or indirectly, to any Official.
- (d) The Service Provider shall place requirements similar to those in paragraphs 14.2(a) to 14.2(b) on all Affiliates and subcontractors that are involved in furnishing the Services pursuant to Clause 22, including the obligation to notify the Company and the relevant Recipient upon discovery of any instance of non-compliance.
- (e) The Service Provider shall provide such information as the Company and the relevant Recipient may reasonably request in connection with compliance by the Service Provider with its obligations pursuant to Clause 14.1 and this Clause 14.2.

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#### 14.3 Service Provider's Representation and Warranties relating to Compliance

- (a) The Service Provider represents and warrants that it has not offered, paid, promised to pay, authorised the payment of, or transferred, and will not offer, pay, promise to pay, authorise the payment of or transfer money or anything of value to an Official to secure any improper advantage or benefit in relation to the matters contemplated by this Agreement or any Call Off, either directly or indirectly through a third party.
- (b) Without limiting the generality of this Clause, and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions which entered into force on 15 February 1999, and the United States Foreign Corrupt Practices Act, and the UK Anti-Bribery Act, the Service Provider represents and agrees that it has not, and will not, directly or indirectly, in connection with this Agreement and any resulting matters, offer, pay, promise to pay, or authorise the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission of such Official to obtain or retain business related to this Agreement, to direct business relation to this Agreement or any Call Off to any person, or to obtain any improper advantage or benefit.
- (c) The Service Provider represents and warrants that no Official has any direct or indirect ownership or other legal or beneficial interest in it or any of Service Provider's Affiliates other than by way of a shareholding in any publicly quoted company, or in the contractual relationship established by this Agreement or any subcontract or other agreement related to this Agreement, and that no such Official serves as an officer, director, employee, or agent of the Service Provider. This representation and warranty continues in effect throughout this Agreement. The Service Provider agrees to notify the Company and the relevant Recipient promptly and in writing of any changes in its direct or indirect ownership in it or that of the Service Provider and its Affiliates that would make it or them an Official as defined in this Agreement.

#### 14.4 Fraud

The Service Provider warrants that it has in place fraud policies and procedures to control and minimise the risk of fraud with respect to the provision of the Services and (where applicable) the calculation of, or ability to claim, the Fee under each Call Off. In the event that the Service Provider is aware of, or has reasonable grounds to suspect, fraud with respect to the provision of the Services or (where applicable) the calculation of, or ability to claim, the Fee it shall promptly notify the Company and the relevant Recipient. In this event, the Service Provider shall provide the Company, the relevant Recipient and its or their nominee(s) with access to the Service Provider's books and records relevant to the provision of the Services and the calculation of, or ability to claim, the Fee. Further, the Service Provider shall allow the Company, the relevant Recipient and its or their nominee(s) to audit such records.

#### 14.5 Inside Information

- (a) While providing the Services the Service Provider may become aware of some information relating to the Company, its Affiliates, the relevant Recipient or a third party (which information may include inside or material non-public information). The Service Provider shall not use such information:
  - (i) in a manner inconsistent with the terms of this Agreement or any Call Off;

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- (ii) in a capricious manner; or
  - (iii) (where applicable) to deal in securities of the Company, any of its Affiliates, any Recipient or any third party to which (all or some of) the information relates, nor encourage another person to so deal except as permitted by law.
- (b) The Service Provider shall promptly notify the Company and the relevant Recipient the details of any use of inside information in breach of this Clause 14.5.

#### 14.6 Rights of the Company

- (a) In the event of any breach of Clauses 14.1, 14.2, 14.3 and/or 14.5, the Company may terminate this Agreement pursuant to Clause 17.2, and any Recipient may terminate any or all Call Offs pursuant to Clause 18.2, without obligation to pay compensation or reimburse the Service Provider for any work performed or costs incurred after termination, notwithstanding any provision to the contrary in this Agreement or any Call Off.
- (b) In respect of any breach of Clause 14.3, the Service Provider shall defend, indemnify against, and hold harmless, the Company, its Affiliates and the relevant Recipient from and against all losses and expenses arising out of such breach.

#### 14.7 Notification

Notifications by the Service Provider under this Clause 14 shall be made to the Company as set out in the Business Partner Code of Conduct.

### 15. CONFIDENTIALITY AND ANNOUNCEMENTS

- 15.1 The Service Provider undertakes to the Company and for the benefit of each of the Company's Affiliates and each Recipient (who shall each be entitled to enforce the terms of this Clause 14) to treat as confidential all Confidential Information. "**Confidential Information**" means all information of whatever nature relating wholly or partly to the Services or the affairs of the Company, its Affiliates or any Recipient which:
- (a) is supplied by or on behalf of the Company to the Service Provider or its Authorised Recipients (as defined below) in writing or orally and whether before or after the date of this Agreement;
  - (b) is obtained by the Service Provider or its Authorised Recipients in writing or orally, through or following discussions with the management, employees, agents or advisers of the Company, an Affiliate thereof or the relevant Recipient;
  - (c) is acquired by observation or attendance by the Service Provider or its Authorised Recipients at the offices or other premises of the Company, its Affiliates and/or the relevant Recipient; or
  - (d) consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Service Provider, and which contain or are derived from or otherwise reflect any information described in Clause 15.1(a) to Clause 15.1(c).
- 15.2 The Service Provider may only use the Confidential Information for the purposes of this Agreement and each Call Off. The Service Provider may provide its employees, officers, directors, subcontractors and professional advisers (the Authorised Recipients) with access to the Confidential Information on a strictly "need-to-know" basis only. The Service Provider shall ensure that each of its Authorised

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Recipients is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where an Authorised Recipient is not an employee, officer or director of the Service Provider, the Service Provider shall use its best endeavours to procure that the Authorised Recipient enters into a written confidentiality undertaking with the Service Provider on substantially equivalent terms to this Clause 15.

15.3 This Clause 15 shall not apply to any information which:

- (a) at the time of its supply by (or on behalf of) the Company or the relevant Recipient is in, or subsequently comes into, the public domain, except through breach of any of the undertakings set out in this Agreement;
- (b) is already in the lawful possession of the Service Provider or an Authorised Recipient; or
- (c) subsequently comes lawfully into the possession of the Service Provider or an Authorised Recipient from a third party who does not owe an obligation of confidence in relation to it.

15.4 Each Authorised Recipient may disclose Confidential Information where that Authorised Recipient (or where the Authorised Recipient is an individual, his or her employer or any Affiliate of his or her employer) is required to do so by law, regulation or any governmental or competent regulatory authority (including, without limitation, any securities exchange), provided that, so far as it is lawful and practical to do so prior to disclosure, the disclosing party shall promptly notify the Company and the relevant Recipient of the relevant Confidential Information of such requirement with a view, so far as is reasonably practical, to providing the opportunity for the Company and the relevant Recipient to: (i) contest at its own cost and expense such disclosure; or (ii) agree the proposed form, timing, content and purpose of the disclosure.

15.5 Without prejudice to any other rights or remedies which the Company and the relevant Recipient may have, the Service Provider acknowledges and agrees that monetary damages may be an insufficient remedy for any actual or anticipatory breach of this Clause 15 and that injunctive, or other relief (including to compel specific performance of the obligation), may be an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information.

15.6 This Clause 15 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for five (5) years from the later of the date of expiry or termination of this Agreement or the date of last completion of the Services under Call Offs issued pursuant to this Agreement.

## 16. SUSPENSION

- 16.1 The Recipient may, by not less than five (5) days' prior notice in writing to the Service Provider, require the Service Provider to suspend performance of the Services under a Call Off.
- 16.2 The Recipient may, at any time within six (6) months of the date of a notice under Clause 16.1, require the Service Provider to resume performance of the Services under a Call Off.
- 16.3 Where the Service Provider is required by the Recipient to resume the performance of the Services under Clause 16.2, the Service Provider shall expeditiously resume the performance of the Services. If some of the senior members of the original team of the Service Provider are no longer available to perform the Services, the Service Provider shall seek approval of the Recipient to replace them with individuals of the Service Provider who possess comparable qualifications (such approval not to be unreasonably withheld).

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- 16.4 Suspension of the performance of the Services shall not prejudice or affect the accrued rights or claims of either Party.
- 16.5 If the Service Provider incurs additional costs as a result of complying with the Recipient's instructions under Clause 16.1 or Clause 16.2, the Service Provider shall give notice to the Recipient and shall be entitled to reimbursement of any such additional cost reasonably incurred as a result of such instruction, provided that the Service Provider shall have no such entitlement where the suspension is due to a default of the Service Provider. After receiving such notice, the Recipient shall consult with the Service Provider in an endeavour to reach agreement on this matter.
- 16.6 If the Recipient does not instruct the Service Provider to resume the performance of the Services prior to the expiry of the six (6) months' period, the relevant Call Off shall automatically terminate and the consequences for such termination shall be as if such Call Off was terminated pursuant to Clause 18.1, save where the suspension is due to default of the Service Provider in which case it shall be deemed to be terminated under Clause 17.2.

## 17. TERMINATION OF THIS AGREEMENT

- 17.1 The Company may inform the Service Provider that it no longer intends to enter into Call Offs under this Agreement at any time by giving the Service Provider notice in writing. Such notice shall not operate to cause this Agreement to terminate, but shall mean no new Call Offs may be entered into pursuant to Clause 3. Any discussions for a new Call Off that have been initiated but that have not yet resulted in a signed Call Off shall, unless the Company and the Service Provider otherwise agree in writing, terminate.
- 17.2 Without prejudice to any other right, remedy or power contained in this Agreement or otherwise available to any Recipient under Applicable Laws, the Company may terminate this Agreement by giving notice in writing to the Service Provider (and without any requirement for mutual consent, court order or any other additional procedure), with effect from the date specified by the Company in such notice, if the Service Provider:
- (a) breaches Clauses 14.1, 14.2, 14.3 and/or 14.5;
  - (b) is in material breach of this Agreement (other than under Clauses 14.1, 14.2, 14.3 and/or 14.5) and either the breach is incapable of being remedied or, if the breach is capable of being remedied, has not been remedied for fifteen (15) days after notice from the Company to the Service Provider setting out the reasonable details of the material breach;
  - (c) the maximum cap of Liquidated Damages whether individually or in aggregate as set out in Schedule 1 (Key Contract Particulars) is reached; and/or
  - (d) experiences or suffers any of the following insolvency events:
    - (i) it is unable to pay its debts or is liable to be wound up by a court of competent jurisdiction;
    - (ii) it enters into a composition or arrangement with its creditors or a moratorium is declared in respect of any of its indebtedness or any creditor action;
    - (iii) it takes any action to appoint, to request the appointment of, or suffers the appointment of, a receiver, administrative receiver, administrator, trustee or similar officer over all or a material part of its assets or undertaking; or

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- (iv) it has a winding-up or administration petition presented in relation to it or has documents filed with a court for an administration in relation to it.

- 17.3 If the Company terminates this Agreement pursuant to Clause 17.2, the Company shall not have any obligation to pay compensation or reimburse the Service Provider for any work performed or costs incurred after termination, notwithstanding any provision to the contrary in this Agreement.
- 17.4 All Call Offs that are in force at the time that notice has been served pursuant to Clause 17.1 or Clause 17.2 shall remain valid and in force, and each such Call Off shall only come to an end once it has: (i) expired; or (ii) been terminated in accordance with Clause 18.
- 17.5 If notice has been served pursuant to Clause 17.1, this Agreement shall terminate on the date specified in such notice, save that in respect of the services specified in any Call Offs that are subsisting on the date of such termination, the Agreement shall expire as between the Company, the relevant Recipient and the Service Provider on the date that the later of the date when the term of such Call Offs expire or have been terminated in accordance with Clause 18 or the Services thereunder have been completed.

## 18. TERMINATION OF CALL OFFS

- 18.1 A Recipient shall be entitled to terminate any Call Off, at any time, for convenience by giving the Service Provider no less than 30 days' written notice to that effect.
- 18.2 Without prejudice to any other right, remedy or power contained in this Agreement or otherwise available to any Recipient under Applicable Laws, a Recipient may terminate a Call Off by giving notice in writing to the Service Provider, with effect from the date specified by the Recipient in such notice, if the Service Provider:
- (a) fails without good cause to proceed diligently and expeditiously with the Services under the relevant Call Off;
  - (b) fails to complete the Services or any particular part of the Services by the time period(s) (if any) stated in Schedule 1 (Key Contract Particulars) or the relevant Call Off (as the case may be);
  - (c) breaches Clauses 14.1, 14.2, 14.3 and/or 14.5;
  - (d) is in material breach of the relevant Call Off and, if the breach is capable of being remedied, has not been remedied for 15 days after notice from the Recipient to the Service Provider setting out the reasonable details of the material breach ;
  - (e) has received a notice of termination from the Company pursuant to Clause 17.2; and/or
  - (f) experiences or suffers any of the following insolvency events:
    - (i) it is unable to pay its debts or is liable to be wound up by a court of competent jurisdiction;
    - (ii) it enters into a composition or arrangement with its creditors or a moratorium is declared in respect of any of its indebtedness or any creditor action;

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- (iii) it takes any action to appoint, to request the appointment of, or suffers the appointment of, a receiver, administrative receiver, administrator, trustee or similar officer over all or a material part of its assets or undertaking; or
- (iv) it has a winding-up or administration petition presented in relation to it or has documents filed with a court for an administration in relation to it.

18.3 Where a Recipient is entitled to (and does) terminate any Call Off pursuant to clause 18.2 (“**First Terminated Call Off**”), the Company may give the Service Provider notice in writing that all Recipients shall be entitled to terminate all Call Offs to which they are a party, provided the Company shall provide such notice to the Service Provider within 20 days after termination by the Recipient of the First Terminated Call Off. If the Company has notified the Service Provider that all Recipients shall be entitled to terminate each Call Off to which they are a party, each such Recipient shall be entitled (but not obliged) to terminate each Call Off to which it is a party, by giving written notice to the Service Provider within 20 days after the Company has notified the Service Provider. Each other Call Off terminated by a Recipient in accordance with this Clause 18.3 shall be deemed to have been terminated for the same reason as the First Terminated Call Off.

18.4 The Service Provider may terminate a Call Off:

- (a) if the relevant Recipient fails to pay the Service Provider any sum that is due and payable to the Service Provider under the relevant Call Off by the Due Date for Payment of such sum, provided that the Service Provider gives the Recipient thirty (30) days' prior written notice of the breach and during such time the Recipient fails to cure the breach; or
- (b) with immediate effect upon written notice to the relevant Recipient, if to continue performance of the Call Off would be in breach of Applicable Laws.

18.5 Termination by a Recipient or the Service Provider shall be effective from the date specified in the notice of termination.

## 19. CONSEQUENCES OF TERMINATION AND EXPIRY

19.1 Upon expiry or termination of this Agreement or any Call Off, the Service Provider shall:

- (a) (following the expiry or termination of a Call Off) proceed in an orderly manner but with all reasonable speed, diligence and economy to take such steps as are necessary to bring to an end to the Services under the relevant Call Off as per the Company's/ Recipient's instructions;
- (b) if that the Recipient has appointed a third party to complete the Services or wishes to perform the Services itself, co-operate reasonably with the Recipient and any such third party for the orderly transfer of the Services,
- (c) promptly deliver to the Company and/or the relevant Recipient, all Project Materials, Deliverables (in any state of completion) and Confidential Information together with any books, papers, materials and other related property relating to the business of the Company or the relevant Recipient or relating to this Agreement or the Services that are in the Service Provider's possession or under the Service Provider's control. No copies of the foregoing items may be retained by the Service Provider for record purposes, except as required by Applicable Law, in which case the Confidential Information shall be suitably encrypted by the Service Provider to prevent it being accessed and shall continue to be treated confidentially

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and in accordance with the terms of this Agreement even after the expiry of this Agreement or any Call Off.

- 19.2 Any termination of this Agreement or any Call Off (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement or any Call Off which is expressly or by implication intended to come into force or continue in force on or after termination.
- 19.3 If a Recipient terminates any Call Off pursuant to Clause 18.1 or if the Service Provider terminates any Call Off under Clause 18.4, the relevant Recipient shall pay the Service Provider the proportion of the outstanding Fees payable for the Services under the relevant Call Off as relates to the work properly and satisfactorily carried out or, where the Services are charged on a time basis, for the time properly and necessarily spent on the Services prior to the date of termination.
- 19.4 If a Recipient exercises its rights of termination under Clause 17.2, it shall not be liable to the Service Provider in respect of:
  - (a) the outstanding Fees or any part thereof relating to the Services under the relevant Call Off which are subject to the breach described in Clause 18.2; or
  - (b) any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Service Provider and resulting from such termination,

and the Recipient shall be entitled to recover from the Service Provider the additional costs (if any) reasonably incurred by the Recipient to appoint a third party to complete the performance of the Service Provider's obligations under the relevant Call Off (as compared to the anticipated costs that the Recipient would have paid to the Service Provider to complete the performance of its obligations under that Call Off had the Call Off not been terminated, by reference to the anticipated Services and unpaid Fees as at the date of termination).

## 20. LIABILITY AND INDEMNITY

- 20.1 The Service Provider shall defend, hold harmless and indemnify the Company, any Affiliate of the Company and any Recipient, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Company, any Affiliate of the Company and any Recipient, their respective directors, officers, employees and agents (the "**Indemnified Persons**") arising from or in connection with any wilful or negligent act or omission by the Service Provider or its officers, directors, employees, agents or subcontractors and/or any breach by the Service Provider of this Agreement or any Call Off, Applicable Laws or arising directly or indirectly out of the performance by the Service Provider of its obligations under this Agreement or any Call Off.
- 20.2 The Service Provider shall defend, hold harmless and indemnify the Company, any Affiliate of the Company and any Recipient from and against any levies, demands or claims that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of tax demands or other charges or contributions (outside the United Arab Emirates) relating to the provision of the Services by the Service Provider.
- 20.3 The Company and any Recipient shall not be liable to the Service Provider for (i) consequential or indirect loss, and (ii) loss and/or deferral of production, loss of opportunity, loss of profit, loss of use, loss of revenue or anticipated profit (if any), in each case whether direct or indirect to the extent that

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these are not included in (i), and whether or not foreseeable as at the date of this Agreement or any Call Off.

- 20.4 The Service Provider's performance and delays shall be measured against the Scope of Services, deliverables and the agreed timelines set out in this Agreement or the relevant Call Off Order.
- 20.5 If the Service Provider is in breach of its obligations under this Agreement or any Call Off and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, the Company and/or the Recipient shall have the right (as it deems fit), without prejudice to any other remedy it may have, to:
  - (a) apply liquidated damages calculated as per the mechanism set forth in Schedule 1 (Key Contract Particulars) ("**Liquidated Damages**"). The Company shall have the right, without prejudice to any other method of recovery, to deduct the amount of Liquidated Damages from any monies due or which may become due to the Service Provider or any security or bank guarantees held by the Company in connection with this Agreement; and/or
  - (b) engage one or more third parties (each such third party a "**Replacement**") to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Company and/or the Recipient (the "**Uncompleted Services**"). The Service Provider shall indemnify the Company, its Affiliates and each Recipient from and against any and all losses, reasonable costs and expenses suffered or incurred by the Company or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.
- 20.6 Subject to Clause 20.7, the total liability of the Service Provider under this Agreement and all Call Offs shall be limited to three times the Fee payable to the Service Provider under the Call Offs issued prior to the date of the claim under this Agreement, assuming no early termination and full performance of the Services. The liability of the Company's or that of a Recipient (other than the Company) under this Agreement and in respect of all Call Offs towards the Service Provider and any third parties shall not exceed the amount of Fees paid under the Call Offs prior to the date of the claim.
- 20.7 Notwithstanding any other provision of this Agreement, the Service Provider's liability to the Company or any Recipient shall not be limited with respect to:
  - (a) any indemnification required to be provided by the Service Provider under Clause 25;
  - (b) in cases of fraud, gross negligence, corrupt practices, personal death or bodily harm and/or wilful misconduct on part of the Service Provider;
  - (c) in relation to any amounts which the Company, any of its Affiliates or any Recipient may claim from the Service Provider under Clause 13; and
  - (d) in case of breach of Clauses 14.1, 14.2, 14.3 and/or 14.5.

## 21. INSURANCE

- 21.1 The Service Provider shall obtain and maintain at its own expense the policies of insurance specified in Schedule 3 (Insurances). Such policies of insurance shall be with reputable insurers, valid and enforceable in each of the jurisdictions in which the Service Provider shall be performing the Services and, unless otherwise specified in Schedule 3 (Insurances), be maintained for the duration of the Term.

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- 21.2 The Service Provider shall allow the Company to inspect such policies or certificates of insurance obtained and/or maintained by the Service Provider pursuant to Clause 21.1 and shall provide copies of the same at the Company's request, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by the Company of the terms thereof or a waiver of the Service Provider's responsibilities hereunder.
- 21.3 If the Service Provider fails to procure or maintain or evidence any insurance required pursuant to this Clause 21, then the Company shall have the right, but not the obligation, to procure such insurance at the Service Provider's expense, provided the Company shall have given five (5) days' prior written notice to the Service Provider of its intention to exercise such right. The Service Provider shall reimburse the Company for such premiums within seven (7) days of being notified to do so.
- 21.4 The Service Provider shall ensure that any agent or subcontractor engaged by the Service Provider in relation to the Services obtains and maintains all insurances required by Applicable Laws with reputable insurers and as would be reasonably expected under the standards of Good Industry Practice and all such other insurances as the Service Provider may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or subcontractors shall be the sole responsibility of the Service Provider.

## 22. PERFORMANCE GUARANTEE

- 22.1 The Service Provider shall provide the Company with an unconditional and irrevocable performance bond/bank guarantee issued in accordance with the Agreement by a bank in the Emirate of Abu Dhabi, UAE acceptable to the Company, and in the form provided by the Company (the "**Performance Guarantee**"). The Performance Guarantee shall be enforceable/ payable to the Company on first demand, and valid up to the expiry of the Term Copies of the same shall be attached to this Agreement as Schedule 4 (Performance Guarantee).
- 22.2 The Performance Guarantee shall be in an amount equivalent to the percentage stated in Schedule 1 (Key Contract Particulars). This amount shall be increased proportionally should the initially anticipated Fee under the Agreement be increased.
- 22.3 The Performance Guarantee, the cost of which shall be borne by the Service Provider, shall be to secure its obligations under the Agreement and Call Off Orders, notwithstanding any Variations, alterations or extensions of time that may be given or agreed upon hereunder.

## 23. ASSIGNMENT AND SUB-CONTRACTING

- 23.1 The Service Provider may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement or any Call Off without the prior written consent of the Company (in the case of this Agreement) or Recipient (in the case of a Call Off).
- 23.2 The Service Provider shall ensure that an approved subcontractor shall, at all times, comply with the terms of this Agreement and the relevant Call Off, including the representations, warranties and undertakings set out in Clause 7.1 and Clause 14 as if they were provided by that subcontractor. The Service Provider shall remain at all times responsible for the performance of the Services by any subcontractor.
- 23.3 Nothing in this Agreement or any Call Off shall prevent or restrict the Company and each Recipient from assigning, sublicensing, transferring, creating a charge over or otherwise disposing of any of its

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rights or from subcontracting, transferring or otherwise disposing of any of its obligations under this Agreement or any of the Call Offs to an Affiliate of the Company. The Company and each Recipient shall not assign any part of its rights or obligations under this Agreement or any of the Call Offs, other than to their respective Affiliate, without the consent of the Service Provider (such consent not to be unreasonably withheld or delayed).

## 24. NOTICES

- 24.1 Any notice or other communication to be given under this Agreement or any Call Off shall be in writing which includes electronic mail and may be delivered or sent by post, or electronic mail to the Party to be served at its address as specified in Schedule 1 (Key Contract Particulars), the Call Off or at such other address as a Party may have notified to the other Party in accordance with this Clause 24.1 (as the case may be).
- 24.2 In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid first class post or by prepaid airmail or that the e-mail was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's e-mail system (as the case may be).

## 25. DATA SECURITY

- 25.1 If the Service Provider processes data as part of the Services and on behalf of the Company or any Recipient which relates to an identified or identifiable individual who is an employee of the Company, its Affiliates or any Recipient, or has been engaged by the Company or its Affiliates as a contractor (the "**Personal Data**"), the Service Provider shall:
- (a) process the Personal Data only in accordance with the Company's and the relevant Recipient's instructions as set out in this Agreement or as agreed in writing by the Parties from time to time, including as to the subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of data subjects;
  - (b) to the extent legally permitted, inform the Company and the relevant Recipient as soon as reasonably practicable upon becoming aware of any legal requirement which requires the Service Provider to process the Personal Data otherwise than in accordance with the Company's and the relevant Recipient's instructions;
  - (c) to the extent legally required, inform the Company and the relevant Recipient if in the Service Provider opinion the Company's instructions would be in breach of the DP Laws;
  - (d) ensure that the Service Provider's employees, agents and/or contractors who process the Personal Data are subject to appropriate contractual or statutory obligations of confidentiality;
  - (e) promptly notify the Company and the relevant Recipient of any incident in which the confidentiality, integrity or security of the Personal Data has been compromised; and
  - (f) collaborate with the Company and the relevant Recipient as required by Applicable Laws or the Company's and/or the relevant Recipient's reasonable request to document the Personal Data, data subjects and processing activities related to the Services, including as part of an applicable proposal.

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- 25.2 The Service Provider shall implement appropriate technical and organisational security measures in relation to the processing of the Personal Data, and shall ensure a level of security appropriate to the risk including, as appropriate, (a) pseudonymisation and encryption; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of those measures.
- 25.3 The Company and each Recipient consents to the appointment of one or more sub-processors by the Service Provider provided that the Service Provider shall:
- (a) ensure in each case that the sub-processor is bound by data protection obligations no less onerous than those contained in this Agreement;
  - (b) remain fully liable to the Company and the relevant Recipient for the performance of that sub-processor's obligations; and
  - (c) provide details of all such sub-processors to the Company and the relevant Recipient upon written request.
- 25.4 The Service Provider may transfer and otherwise process or have transferred or otherwise processed the Personal Data outside of the Company's, its Affiliate's or the relevant Recipient's jurisdiction, provided that such transfer is made in compliance with applicable DP Laws.
- 25.5 Taking into account the nature of the processing activities, and the information available to the Service Provider, the Service Provider shall, upon written request, provide reasonable assistance to the Company or the relevant Recipient in ensuring compliance with the Service Provider's obligations under DP Laws with respect to:
- (a) responding to requests by data subjects in relation to their rights under DP Laws;
  - (b) promptly notifying the Company and the relevant Recipient to the extent legally permissible if the Service Provider receives a request from an individual attempting to exercise their rights under the DP Laws. The Service Provider shall act in accordance with the Company's and the relevant Recipient's instructions when dealing with such request;
  - (c) the performance of data protection impact assessments and prior consultation with the relevant authority regarding high-risk processing; and
  - (d) the deletion or return of Personal Data to the Company and the relevant Recipient at the end of the Term of this Agreement. The Parties agree that archival copies of the Personal Data may be retained for its legal and regulatory record keeping obligations, provided always that such copies shall be retained in accordance with DP Laws and the terms of this Agreement and each Call Off.
- 25.6 The Service Provider shall, upon becoming aware, notify the Company and the relevant Recipient without undue delay of any Personal Data Breach and shall provide reasonable assistance to the Company in response to such Personal Data Breach, to enable the Company and the relevant Recipient to meet its obligations under DP Laws as regards the notification to the relevant authorities and/or affected data subjects.

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25.7 In relation to Clause 25.6, the Service Provider shall provide the Company and the relevant Recipient with such details as the Company reasonably requires (to the extent that these are known to the Service Provider) regarding:

- (a) a description of the nature of the Personal Data Breach, including the volume and type of Personal Data affected and the categories and approximate number of individuals concerned;
- (b) the likely consequences of the Personal Data Breach; and
- (c) a description of the measures the Service Provider shall take or proposes to take to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects.

The Parties agree that the details set out under (a) to (c) above may be provided to the Company and the relevant Recipient in phases, as the information becomes known to the Service Provider.

25.8 The Service Provider shall comply with the Company's and the relevant Recipient's reasonable requests to furnish information regarding the Service Provider's processing activities as is reasonably necessary to enable the Company and the relevant Recipient to verify that the Service Provider is complying with its data protection obligations under this Agreement and each Call Off, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Service Provider's protocols and processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Company and the relevant Recipient audit or inspection rights of the Company and the relevant Recipient, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to Applicable Laws and the DP Laws.

25.9 Without limitation of its other indemnification obligations under this Agreement, the Service Provider shall, at all times during and after the Term of the Agreement, indemnify Company, its Affiliates, each Recipient and its and their respective shareholders, officers, directors, employees, from and against any and all claims, demands, fines, penalties, losses, damages, costs or expenses and other liabilities (including, without limitation, attorneys' fees and costs) arising out of or in connection with the Service Provider's breach of its obligations under this Clause 25.

## 26. GENERAL

### 26.1 No partnership

Nothing in this Agreement or any Call Off shall be deemed to constitute a partnership between any of the Parties nor constitute any Party the agent of any other Party for any purpose.

### 26.2 Third party rights

A person who is not a Party to this Agreement or any Call Off has no right to enforce any term of this Agreement or that Call Off, except that any Affiliate of the Company may enforce any of the terms of this Agreement against the Service Provider under, amongst others, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE (or any replacement or successor provisions).

### 26.3 Joint and several liability

Unless otherwise expressly provided in this Agreement or any Call Off, where any obligation, representation, warranty or undertaking in this Agreement or any Call Off is expressed to be made,

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undertaken or given by two or more parties, they shall be jointly and severally responsible in respect of it.

#### 26.4 Waiver

The rights of each Party under this Agreement or any Call Off may be exercised as often as necessary, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

#### 26.5 Further assurance

Each Party shall, at its own expense, at all times from the Commencement Date do or procure the doing of all things as may be required to give full effect to this Agreement and each Call Off, including the execution of all documents.

#### 26.6 Entire Agreement

- (a) This Agreement constitutes the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the Parties relating to the subject matter of this Agreement.
- (b) Each Call Off constitutes the whole agreement between the Recipient and the Service Provider relating to the transactions contemplated by that Call Off and supersedes all previous agreements between the Recipient and the Service Provider relating to the subject matter of that Call Off.
- (c) Each Party acknowledges that in entering into this Agreement and any Call Off it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement and any Call Off. Each Party waives all rights and remedies which, but for this Clause 26.6(c) might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

#### 26.7 Severability

The provisions contained in this Agreement and any Call Off shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

#### 26.8 Amendment

Any amendment to this Agreement or any Call Off shall not be binding on the Parties unless set out in writing, expressed to vary this Agreement or the relevant Call Off and signed by authorised representatives of each of the Parties.

#### 26.9 Electronic Information Security

The Service Provider agrees that any Service Provider Personnel who shall access any Company or Recipient electronic information systems shall obtain clearance from relevant government authorities as per the Applicable Laws and execute all agreements and forms reasonably requested by the Company and the relevant Recipient, including authorisation to conduct a background investigation.

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As applicable, Service Provider shall cause the Service Provider Personnel to, fully comply with and abide by all the Company and the Recipient electronic information security policies (as amended and modified by Company) at all times during the Term. The Company and/or the relevant Recipient shall authorise any necessary information system access mechanisms, including access IDs and passwords, and in no event shall the Service Provider permit any such mechanisms to be shared or used by anyone other than the individual to whom issued or to be used for any purpose other than the fulfilment of the Service Provider's obligations under this Agreement. Upon request by the Company and/or the relevant Recipient, the Service Provider agrees to provide the Company and/or the relevant Recipient with an accurate, up-to-date list of those Service Provider Personnel having access to the Company's or the relevant Recipient's electronic information systems, software, or data. The Service Provider agrees that any failure to comply with the provisions of this Section entitles the Company and/or the relevant Recipient to deny or restrict the access privileges of such non-complying Service Provider Personnel, as the Company and/or the relevant Recipient deems appropriate in its sole discretion.

## 27. GOVERNING LAW AND JURISDICTION

- 27.1 This Agreement and all Call Offs shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.
- 27.2 The courts of Abu Dhabi (excluding the Courts of the Abu Dhabi Global Market) have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement or any Call Off (including a dispute regarding the existence, validity or termination of this Agreement or any Call Off or relating to any non-contractual or other obligation arising out of or in connection with this Agreement or any Call Off) or the consequences of its nullity (a "Dispute").
- 27.3 The Parties irrevocably submit to the jurisdiction of the Courts of Abu Dhabi (excluding the court of ADGM) and waive any objection they may have to any Dispute being heard in the Courts of Abu Dhabi on the grounds that it is an inconvenient forum.

## 28. SURVIVAL

Clauses 1, 7.1, 9, 12, 13, 14, 15, 17, 18, 19, 19.3, 21, 22, 24, 25, 26, 27 and this Clause 28 shall survive the termination or expiry of this Agreement and any Call Off.

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## SCHEDULE 1

### KEY CONTRACT PARTICULARS

#### 1. TERM

The Commencement Date of this Agreement shall be [xxxxxx].

The Agreement shall be valid for a period of [xxxxx (xx)] months from the Commencement Date, unless terminated earlier or renewed in accordance with the terms of the Agreement.

#### 2. SCOPE OF SERVICES

*[Insert the overall objective of the exercise and a detailed description of the scope of services to be performed by the Service Provider.]*

*[Where human resources/ personnel will be provided, please insert details of which Party will be responsible for employment and related costs.]*

#### 3. THE SERVICE LEVELS

The Service Provider shall ensure compliance with the following service levels in relation to provision of the Services and any Deliverables under this Agreement and each Call Off:

*[Insert service levels and escalation matrix for performing the Services]*

The Service Provider shall comply with the timelines for provision of Services as agreed between the Parties in this Agreement and the relevant Call Off Order.

#### 4. THE FEES

The maximum aggregate Fee payable to the Service Provider under this Agreement for the provision of the Services shall be AED [•] (Arab Emirati Dirhams [•] only).

*[This section should clearly set out the triggers for raising invoices, for example, specific dates or milestones (and associated percentages); hourly rates (where applicable); or upon completion of all the Services. Where applicable, this section should also set out any hourly / daily rates that will apply for Variations to the Services.]*

- *[Invoices shall be raised on a [monthly/ weekly] basis, under the relevant Call Off Order.]*
- *[Invoices shall only be raised following the successful completion of the Services.]*

Unless otherwise specified in a Call Off Order, payments shall be made by the Company / relevant Recipient pursuant to the relevant Call Off Order within thirty (30) days following the end of the month in which the invoice was properly rendered.

#### 5. PERFORMANCE GUARANTEE

*[Required. The Performance Guarantee shall be in an amount equivalent to [5% ([Five] percent) of the Fee.]*

**OR**

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[Not Required.]

## 6. Liquidated Damages

The Liquidated Damages shall be calculated as follows:

One percent (1%) of the Fee under the relevant Call Off per calendar week; provided that, if six (6) or less days of delay occurs in a week, then one percent (1%) of such Fee shall be levied on the Service Provider as if one (1) complete calendar week of delay had occurred.

The maximum aggregate Liquidated Damages shall be capped at ten percent (10%) of the Fee under such Call Off.

## 7. PROJECT REPRESENTATIVE

The Project Representative for the Company shall be:

Name: [To be inserted]

Email: [To be inserted]

Phone: [To be inserted]

## 8. SERVICE PROVIDER'S REPRESENTATIVE

The representative for the Service Provider shall be:

Name: [To be inserted]

Email: [To be inserted]

Phone: [To be inserted]

## 9. INVOICES

Invoices shall be addressed to:

Attention: Accounts Payable

Abu Dhabi Sustainable Water Solutions Company PJSC

16th Floor, Sky Tower, Reem Island,

Abu Dhabi

Email: [To be inserted]

Each invoice shall be an original and shall include the following minimum details:

- Name of the Project Representative;
- Agreement Name and Agreement Reference Number;
- Call Off Reference Number and Name of the Recipient, as set out in the relevant Call Off; and
- Copies of proper timesheets and written acceptance thereof by the Recipient, as well as any other supporting documents requested by the Recipient.

## 10. NOTICE DETAILS

Service Provider

[Insert Service Provider's notice details]

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Company

Abu Dhabi Sustainable Water Solutions Company PJSC  
PO Box 108801, Abu Dhabi, United Arab Emirates

For the attention of:

CEO Office

[ceo@taqa-ws.com](mailto:ceo@taqa-ws.com)

With a copy email to Legal Department

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SCHEDULE 2  
FORM OF CALL OFF ORDER

---

CALL OFF [###] UNDER THE  
MASTER SERVICES AGREEMENT

dated \_\_\_\_\_ between

ABU DHABI SUSTAINABLE WATER SOLUTIONS COMPANY PJSC

and

---

The Service Provider has agreed to provide to the Recipient the Services defined in this Call Off, on the terms of (i) this Call Off and (ii) the Master Services Agreement executed between Abu Dhabi Sustainable Water Solutions Company PJSC ("Company") and [insert name of Service Provider] dated [●] (the "Agreement", the terms of which are hereby incorporated into this Call Off by reference).

If any term or condition in this Call Off conflicts with a term or condition in the Agreement, the term or condition in the Call Off shall supersede the term or condition in the Agreement for the Services covered by this Call Off only.

Any capitalised terms not defined in this Call Off shall have the meanings ascribed thereto in the Agreement.

[Company/Recipient] Call Off Number: [Insert details]

[Service Provider] Call Off Number: [Insert details]

[Company/Recipient] Contact: [Insert details]

Service Provider Contact: [Insert details]

**Scope of Services of this Call Off:**

As requested, the Service Provider shall provide the Services set out below to the [Company/Recipient]:

[Insert scope here from list of Services set out in Schedule 1, including the following information: (a) Services required; (b) Deliverables and (c) any other information required to enable the Service Provider to perform the relevant Services.]

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### Fees

Fee for each Service: [Insert details]

Total Cost: [Insert details]

### Task Order Schedule

Call Off Commencement Date: [Insert date]

Time to complete the relevant Services: [Insert time period]

[If the Recipient entering into Call Off is not the Company insert notice details of such Recipient here.]

[Notice details of Recipient

[Name] \_\_\_\_\_

[Address 1] \_\_\_\_\_

[Address 2] \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_]

Call Off Accepted

Signed for [Company / Recipient] Date

Signed for [Service Provider] Date

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### SCHEDULE 3

#### INSURANCES

1. Insurance Requirements (as attached);
2. Copies of Service Provider Insurances (as attached).

**[To be inserted before issuance of final agreement for signature.]**

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**SCHEDULE 4**  
**PERFORMANCE GUARANTEE**

As attached.

**[To be inserted before issuance of final agreement for signature.]**

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**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their authorised representatives the day and year written below.

.....

For and on behalf of **ABU DHABI SUSTAINABLE WATER SOLUTIONS COMPANY PJSC**

Name:

Title:

.....

For and on behalf of **[name of the winning bidder]**

Name:

Title: