

1- PREAMBLE

Whereas the First Party wishes to contract a professional company working in the field of producing consultative services, in order to carry out 'A Study of Modes of Energy Consumption', the Second Party has proposed to carry out the works specified in its proposal dated December 18, 2009, along with the correspondence between the two parties prior to the date of the Contract and signed by them, accordingly the First Party accepts the Second Party's proposal and the Second Party in turn has the ability to fulfil the tasks specified in the Contract in a professional manner, consistent with industry standards in performing the same or similar services under the same conditions. Both parties warrant that they have the legal capacity to sign this Contract. Therefore, the Parties hereby agree as follows:

Clause (1/1)

The above Preamble and the Appendices, in addition to the Second Party's Proposal and along with the correspondence between the two parties prior to the date of the Contract, shall be an integral part of the Contract. In case of any difference between the provisions hereof and those of the said Proposal, the First Party's decision, in respect of the work interest, shall prevail.

2- SUBJECT OF CONTRACT

Clause (2/1)

The First Party has commissioned the Second Party to provide "A study of Energy Consumption Modes", as specified in the Second Party's Proposal of December 18, 2009, and all the correspondence between both parties in this regard. The study shall contain the following main elements:

PHASE I :Energy Reserves, Drivers, Production, Consumption and Trade

PHASE II :Current Energy Demand and Future Forecasts

- Make aggregate projections of electricity demand by industrial, transport, residential, commercial, public services and agricultural sectors for five (5) years.
- Identify possible supply constraints on electricity consumption and the most important uncertainties that influence electricity demand projections.
- Analyse and forecast the demand for petroleum products for the period up to 2015.
- Identify measures that contribute to energy efficiency and responsible consumption.
- Consumer awareness of energy consumption and ways to reduce this consumption.
- Estimate the economic savings possible through reductions in energy consumption.

PHASE III: Power Generation

- Review recent domestic planning studies, projects and plans concerning development of power generation capacity.
- Collect standard data on technical, economic and environmental positions and on the performance of existing power generation facilities.
- Determine the optimal energy supply policy until 2015.
- Provide projections of future output of both new and existing power plants until 2015.
- Energy management in an environmentally acceptable way through "Carbon Capture and Storage".

PHASE IV :Power Transmission, Dispatching and Distribution

- Evaluate the state of the current transmission network.
- Estimate resulting energy loss.
- Identify needs for the development, rehabilitation and modernisation of

the transmission network, with the aim of reducing energy loss.

- Estimate the economic savings that would result from a reduction in energy loss.
- Evaluate the current distribution network condition. c

PHASE V: Power Sector Regulatory Framework

- Review the legal, regulatory and institutional framework of power generation, transmission and distribution.
- Review the current tariff system, regulations and methodologies for the sale of electric energy.
- Review tariff rates for the distribution systems' consumers.
- The Consultant is aware that all parts are interdependent with each other, and that the results in one part will impact the results in the others. The Consultant will pay the utmost attention to a comprehensive, integrated approach in planning the work for the different energy sectors in order to avoid duplication or a poor project output.

3-DURATION OF CONTRACT

Clause 3/1

The duration of the contract shall be for a maximum period of 40 (forty) weeks, starting from / / 2010.

1. The acceptance by the First Party of the works delivered by the Second Party shall be evidenced by a Work Acceptance Certificate.
2. Paying the due amount of each phase does not relieve the Second Party's responsibility of completed works and the Second Party is obliged to carry out any amendments requested by the First Party in this regard.

Clause 4/2

Payment hereunder shall be made by way of cheques or electronic bank transfer to the Second Party's bank account as specified by the Second Party in writing.

Clause 4/3

The First Party shall not be, in any event, responsible for the Second Party's staff working on the project in the UAE. Nothing in this Contract may constitute any direct or indirect employment relation with the First Party.

5-SECOND PARTY'S OBLIGATIONS

Clause 5/1

The Second Party undertakes to carry out its obligations, subject hereof, as

detailed in the Proposal and according to the timescale specified in the Proposal with the utmost professionalism and in line with the latest methodologies. The Second Party further guarantees that its staff has considerable relevant practical competence and experience.

Clause 5/2

Subject to the provision of Clause 5/1, the Second Party undertakes that the works stated in its Proposal shall be carried out by skilled personnel, provided the First Party has agreed on their personal data. Such personnel shall operate under the full and direct responsibility of the Second Party, in co-ordination with the First Party, while taking into consideration any instructions the First Party may issue.

Clause 5/3

The Second Party undertakes to remove, upon the request of the First Party, any of the experts proposed by the Second Party for the execution of the Study. Consequently, the Second Party shall provide the First Party, in replacement, with a highly skilled and competent expert who conforms to excellent performance standards.

Clause 5/4

The Second Party shall ensure that its personnel working on the project in the UAE shall abide by all the applicable laws, regulations and prevailing customs in the UAE. The First Party shall have the right to request the removal of any of the Second Party's personnel who violate the UAE's regulations and customs, at the Second Party's expense and responsibility.

Clause 5/5

The Second Party undertakes and ensures that the First Party shall be the sole beneficiary and owner of the services, outputs and any intellectual property rights or documents originally prepared by the Second Party's personnel for this Project within the duration hereof, except for the trademarks that are of special substantial value to the Second Party. The Second Party grants the First Party a license for use of any product created by the Second Party prior to this Contract that becomes part of any Work Product for the First Party. The Second Party shall not be responsible for any inaccurate information provided by the First Party that may influence the subject of the Contract and its outputs.

Clause 5/6

The Second Party undertakes to treat any unpublished information related to the Study and the First Party with the utmost confidentiality. Disclosure or leakage of any information without the prior written consent of the First Party will result in the immediate termination of the Contract, with the Second Party bearing full legal responsibility.

Clause 5/7

Subject to the provisions of Clause 5/6, the Second Party undertakes to observe the utmost confidentiality in regard to the contents of any document, information, report or the like that the Second Party comes to know in the course of performing its contractual obligations hereunder. The Second Party may not publish or destroy the same without the First Party's written consent. This provision shall survive the expiry of this Contract.

6-EXECUTION OF CONTRACT

Clause 6/1

The Second Party shall submit a bank guarantee equal in amount to the down payment (indicated in Clause 1/4) equivalent to 20% (twenty percent) of the total amount of the contract value, along with a valid, unconditional and irrevocable bank guarantee (Performance Bond) issued by any bank operating and registered in the UAE, covering the amount of five percent (5%) of the total amount of the contract value. The Second Party undertakes to complete the amount of the bank guarantee if, for any reason whatsoever, it is found to be less than the amount set forth. This condition shall remain valid for the duration of the contract.

Clause 6/2

The Second Party shall accept responsibility for any delay in project completion caused by its failure to complete the tasks specified herein and in its Proposal on or before the set completion date. In such a case, the Second Party shall pay a penalty equal to two percent (2%) of the total amount of the contract value for every week's delay. The delay penalty shall not exceed 10% (ten percent) of the contract value. The penalty payable to the First Party shall be deducted from the Second Party's total fees, without any legal action or burden to prove the tort or damage.

Clause 6/3

If the Second Party fails to carry out its obligations according to the provisions hereof and by the specified date, the First Party shall have the right to terminate the Contract, confiscate the final indemnity insurance and claim due compensation from the First Party. This shall not preclude the imposition of the delay penalty provided for in Clause 6/2.

Clause 6/4

Clause 6/2 shall not apply if the delay is caused by force majeure and other forces beyond the Second Party's control, or is the result of delay caused by the First Party, or modifications suggested by the First Party that led to the delay. With the consent of the First Party, the project's timetable provided by the Second Party to the First Party may be changed, provided the Second Party shall bear any responsibilities arising therefrom.

7-TERMINATION

a. This Agreement automatically ends with the expiry of the Contract period,

unless both parties agree to renew it for further periods.

- b. In the following events, the contract shall be terminated immediately before the end of the Contract period:
 - i. The late penalty exceeding the equivalent of 10% (ten percent) of the Contract value and, in such case, the termination shall be at the sole discretion of the First Party.
 2. Any conduct or act carried out by the Second Party that may be considered a crime;
 3. In the event that both parties decide to terminate the Contract;
 4. In the public interest.
- c. In the event that the Contract is terminated by the Second Party, the First Party shall have the right to confiscate the bank guarantee. This shall not preclude the First Party's right to appropriate compensation.
- d. If the contract is terminated for the sake of public interest, the First Party shall pay the Second Party a certain amount of the contract value equivalent to the work completed as at the day of termination.

8-GOVERNING LAWS AND LEGISLATIONS

Clause 8/1

For all matters not specifically provided for herein, the rules and regulations in force with the First Party, then the laws and regulations in force in the Emirate of Abu Dhabi, shall be applicable and prevail.

Clause 8/2

All disputes arising from the implementation of the provisions hereof shall be settled through the Abu Dhabi Courts.

9-GENERAL TERMS

Clause 9/1

The addresses herein first above stated shall be the chosen home of each of the parties, unless changed by a registered letter served by either party to the other.

Clause 9/2

This Contract is made in Arabic and English. Should any dispute arise in relation to the interpretation or construction of any clause hereof, the Arabic text shall prevail.

Clause 9/3

This contract is made in two original copies and signed by the legal representatives of both parties, with one copy subsequently handed to the Second Party to work on following submission of the guarantee indicated herein.