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| **CONTRACT ON THE PROVISION OF LEGAL SERVICES No \_\_\_\_\_** |
| **[venue]** Date: [TO BE COMPLETED] |
| Rosatom Middle East and North Africa FZ LLC, incorporated under the laws of the United Arab Emirates, registration number 93390, hereinafter referred to as the Customer, on the one hand and |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated under the laws of \_\_\_\_\_\_\_\_\_\_, ID no. \_\_\_\_\_\_\_\_\_\_, with its registered seat at \_\_\_\_\_\_\_\_\_\_\_\_, registered in the \_\_\_\_\_\_\_\_\_\_\_, file no. \_\_\_\_\_\_\_\_\_, hereinafter referred to as the Contractor, on the other hand |
| hereinafter jointly referred to as the Parties, have concluded this Contract (hereinafter referred to as the Contract) as follows: |
| 1. **SUBJECT-MATTER**
 |
| * 1. The Contractor undertakes to provide day-to-day general legal services (hereinafter referred to as the Service) in connection with business of the Customer in the United Arab Emirates, in particular, but not exclusively, in following areas:
* corporate law,
* general commercial law,
* TAX law,
* administrative law,
* labour law, including employing the foreigners from the third countries.
 |
| * 1. The Service scope, terms and conditions are given in the Terms of Reference (Appendix No 1 to the Contract) that shall form an integral part hereof.
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| * 1. The Customer undertakes to pay for the Service according to Clause 3 of the Contract.
 |
| 1. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
 |
| * 1. **The Customer shall**:
 |
| * + 1. Pay for the Service provided by the Contractor in the amount, within the terms and according to the procedure specified herein.
 |
| * + 1. Provide all updated information that may be required for the proper Contract performance by the Contractor hereunder.
		2. Provide most current address, telephone number and other contact details.
		3. Not request the Contractor to provide Service in relation to money laundering or financing terrorism.
 |
| * 1. **The Contractor shall**:
 |
| * + 1. Provide the Service within the scope and terms stipulated in the Contract and Appendixes hereto.
 |
| * + 1. Provide the Service only in connection with the laws of the United Arab Emirates.
		2. Inform the Customer about the Service progress by the Customer's request.
 |
| * + 1. Provide the Service with professional care and in accordance with Customer's instructions.
 |
| * + 1. Keep confidential the information provided by the Customer according to Clause hereof.
 |
| * 1. **The Customer shall have the right:**
 |
| * + 1. Monitor the progress of the Service hereunder without interfering with the business processes of the Contractor; request the Contractor to remedy any of its violations within the timeframe determined by the Customer.
 |
| * 1. **The Contractor shall have the right**:
 |
| * + 1. Obtain any information from the Customer that the Contractor may need for the Contract performance.
 |
| * + 1. The Contractor may engage joint contractors (third parties) in the Contract performance only subject to the written consent of the Customer. The engagement of a third party is subject to conclusion of a nondisclosure agreement between the Customer and the joint contractor. Types of the work, service as well as the joint contractor’s scope are to be determined at the Contractor’s sole discretion. Hourly rates of certain categories of employees of the co-executor should not exceed the hourly rates specified in the agreement of the corresponding categories of employees of the Customer. The Contractor shall be responsible for any actions/omissions of the joint contractor as if those were the Contractor’s actions and/or omissions.
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| 1. **SERVICE FEE AND SETTLEMENT PROCEDURE**
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| * 1. The fees for Service provided by the Contractor shall be determined as agreed hourly rates. The applicable hourly rates (including of VAT) shall be AED \_\_\_\_\_\_\_\_\_\_\_ for partners, AED for advisor\consultant and AED \_\_\_\_\_\_\_\_\_\_ for lawyers.
	2. The maximum Service fee under the Contract shall be AED 188 510, including VAT.
 |
| * 1. In addition to fees according to Clause 3.1, the Contractor is entitled to invoice out-of-pocket expenses incurred in connection with the provision of Service, if applicable (such as administrative, court, notarial, translation and other fees), increased by an administration fee of 10% of the expenses paid by the Contractor.
	2. The maximum Service fee for the Service to be provided by the Contractor includes all taxes required by the national law of the Contractor’s and Customer’s incorporation.
	3. The fees for Service shall be invoiced on a monthly basis for work carried out during the previous month. Contractor’s invoices may be sent to the Customer in electronic form and are payable within 5 days of delivery on the bank account or by cheques of the Contractor listed in the invoice. The Contractor shall include details of the Service provided in the invoice and shall specify any out-of-pocket expenses incurred separately.
 |
| * 1. Upon request, the Contractor will inform the Customer about the time spent on this project at any point in time or at regular intervals if requested.
	2. The date of settlement shall be deemed the date of debiting the Customer's bank account.
	3. The reporting period is one calendar month.
	4. The Contractor shall send a written report (“the Report”), containing a detailed list of provided services, time spent, employees engaged, hourly rates and a total fee, and invoice not later than the 5 (fifth) business day of the month following after the reporting period.
 |
| 1. **LIABILITY OF THE PARTIES**
 |
| * 1. The Parties shall be liable for non-performance or improper performance hereunder in accordance with the Contract and the applicable laws of the United Arab Emirates.
 |
| * 1. Nothing in this Contract:
		1. Shall be deemed to release the Contractor or the Customer from their responsibilities both in whole or in part for the following:
			1. Death or personal injury resulting from negligence on the person’s part, on the part of the employees, agents, contractors or joint contractors of the Customer and the Contractor;
			2. Fraud or fraudulent misrepresentation;
			3. Breach of the statutory laws, if the resulting responsibility cannot be limited by the agreement between the Parties by operation of law.
 |
| * 1. The Contractor is not liable for any damage arising from different interpretations of applicable legal regulations or other risks arising from steps or actions taken by the Customer if the Contractor informs the Customer of such risks and the Customer decides to proceed in a manner described as involving risks.
 |
| * 1. The Contractor is not liable for any damage if the Customer modifies any result of Contractor’s work or uses the advice or any other result of Contractor’s work other than in the agreed manner.
 |
| * 1. Notwithstanding Clause and , The Contractor’s liability for damage caused to the Customer in connection with the provision of Service is limited by the amount of the malpractice insurance payment obtained by the Customer under the insurance contract with the Contractor’s malpractice insurance carrier in the United Arab Emirates.
 |
| 1. **CONFIDENTIALITY**
 |
| * 1. The Parties will share and use no state secrets or restricted information under the Contract. Notwithstanding the above, the Contractor shall not disclose, transfer to third parties or use for any purposes other than for the Contract purposes any information that it will receive from the Customer (hereinafter referred to as the "confidential information") without the prior written consent of the other Party that is to be obtained in each particular case.
 |
| * 1. The Parties, as the owners of the information resulting from the Service as specified in Clause 1.1 of the Contract, have the right to claim this information as confidential. The Contractor shall apply necessary procedures and politics to protect the Parties’ confidential information in accordance with the applicable law of the United Arab Emirates. The Parties shall enter into a separate nondisclosure agreement if they need to exchange their commercial secret.
 |
| * 1. The Contractor shall not have a right to use the confidential information related to the Customer or the Customer's business for the benefits of any of its existing or future clients and/or use such information contrary to the Customer’s interests.
 |
| * 1. Each Party can be both a Receiving Party and/or Disclosing Party. The Parties shall take relevant measures to protect confidential information during both the Contract validity and after its expiration in order to prevent any access to the confidential information and/or receipt thereof by third parties without the Parties’ authorization in accordance with the applicable law of the United Arab Emirates. The information that shall be kept confidential under the Contract may be communicated by any Party only to those persons who need such information for the purposes of the Contract.
 |
| * 1. The confidentiality requirements given in Clauses 5.1 and 5.2 hereof are not applicable for the following:
	+ any information that becomes public through intentional or unintentional actions or omissions of the Disclosing Party;
	+ any information that is lawfully obtained by the Receiving Party from a third party without any restrictions related to the use thereof;
	+ any information that is received from public sources with the reference to the same;
	+ any information that is made public by a third party;
	+ any information that is subject to disclosure or may be disclosed in accordance with the applicable law.
 |
| * 1. The Receiving Party may communicate the Disclosing Party’s confidential information to its employees directly engaged in any activities under the Contract in the scope as they may need it for the Contract performance provided the Receiving Party instructs its employees on the confidential information requirements and liabilities for its disclosure.
 |
| * 1. The Receiving Party that permits disclosure of the confidential information or its transfer to third parties thus violating the Contract including unintentional wrong actions or omissions shall bear responsibility in accordance with the applicable laws.
 |
| * 1. The advice provided by the Contractor and any results of Contractor’s work hereunder are intended solely for the Customer, and any advice which the Contractor provides, or any documents prepared by the Contractor may not be provided to third parties without the Contractor’s prior written consent. For the avoidance of doubt, the Customer hereby expressly requests the Contractor and gives the Contractor consent to cooperate within the project with other professional advisors nominated by the Client.
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| 1. **DISPUTE RESOLUTION**
 |
| 1. If either of the parties to this engagement has any claims against the other, any dispute, disagreement arising out of this Contract or in relation hereto, including the issues relating to its fulfilment, violation, termination or invalidity, shall attempt to resolve the matter by negotiation within 30 days of inception of dispute. If negotiation is not successful, the parties hereby agree that any disputes or differences arising from this engagement shall be submitted to Dubai International Arbitration Center, in accordance to the laws of the United Arab Emirates. The language of arbitration proceedings shall be English.
 |
| 1. **ANTI-CORRUPTION**
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| * 1. The anticorruption clause is given in Appendix 2 to the Contract.
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| 1. **CONTRACT VALIDITY PERIOD**
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| * 1. The Contract shall come into force upon signature.
	2. This Contract shall terminate upon the expiry of 24 months from its coming into force or upon the provision of Service in the total amount of AED 188 510, including VAT, whichever occurs earlier.
	3. The Contract expiration shall not release either the Customer from its obligations to pay for the Service provided by the Contractor during the Contract validity period or from his other liabilities, or the Contractor from its liabilities resulting from untimely/improper performance under the Contract.
 |
| 1. **REPRESENTATIONS AND WARRANTIES**
 |
| * 1. Each Party represents and warrants to the other Party as follows:

The Party has a right to enter into and perform this Contract;The Party’s conclusion and/or performance of the Contract is not contrary either directly or indirectly to any laws, decrees, orders, and any other regulatory documents, acts of public and local authorities, bylaws of the Party, court decisions;The Party has obtained all and any permits and approvals as it may need to enter into and/or perform the Contract. |
| * 1. The Contractor represents and warrants the following: the Contractor has all and any capacities as may be required for the proper performance of the Contract; the Contractor has the full legal capacity; the Contractor’s company has not been placed in liquidation; no court has initiated a bankruptcy case against the Contractor. The Contractor’s withholding the aforementioned information shall be deemed a material breach of the Contract and the basis for its early termination by the Customer out of court.
 |
| * 1. The Contractor represents and warrants that it has no conflict of interest with the Customer and Rosatom State Atomic Energy Corporation and/or its organizations in any form whatsoever and shall notify the Customer within five days upon the end of each three calendar months on the absence of the conflict of interests with the Customer. In case the Customer discovers any conflict of interest caused by the Contractor’s actions, the Customer is entitled to unilaterally terminate the Contract with 15 days of prior written notification. The conflict of interest means the situation in which the Contractor provides legal services to the opposing parties of the Customer in the framework of litigation, arbitration or other dispute resolution procedures in any jurisdiction.
 |
| * 1. The Customer may terminate instructions to the Contractor at any time by giving the Contractor fourteen (14) days advance notice. If the Contractor has already commenced the work on the basis of instructions of the Customer prior to their revocation, the Customer is obliged to pay the Contractor for the carried out work, according to the Clause of this Contract
 |
| 1. **FINAL PROVISIONS**
 |
| * 1. This Contract shall be governed and interpreted in accordance with the laws of the United Arab Emirates.
 |
| * 1. The rights and obligations between the Parties to the extent not provided for by this Contract shall be governed by the applicable provisions of Federal Law No. (23) of 1991 On the Regulation of the Legal Profession.
 |
| * 1. The Contract is drawn up and signed in duplicate originals that are equally binding, one copy for each Party.
 |
| * 1. All and any amendments and supplements to the Contract are to be made in writing. Upon signing all and any amendments and supplements to the Contract shall be considered an integral part hereof.
 |
| * 1. Once the Contract is signed, all previous negotiations hereon, correspondence, preliminary agreements, MOUs and any other oral or written arrangements between the Parties related to the Contract shall become null and void.
 |
| * 1. For the purposes of this Contract working days shall mean the working days as defined by the law of the country of incorporation of the Party whose obligation timeframes are defined in workings days.
 |
| * 1. If any provision hereof becomes or is found invalid or ineffective, this will not affect validity or effectiveness of this Contract as a whole or any of its other provisions.
 |
| * 1. The Parties will communicate by e-mail or phone on the Contract-related issues on a day-by-day basis. The Parties hereby appoint their representatives for the purposes of legal communication in agreeing on the Service issues under the Contract:
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| For the Customer: [TO BE COMPLETED] |
| For the Contractor: [TO BE COMPLETED] |
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In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_ In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_

**The Contractor: The Customer:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rosatom Middle East and North Africa FZ LLC

[TO BE COMPLETED], executive[TO BE COMPLETED], CEO

**Appendix No 1**

**to Contract on the provision of legal services No \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_**

Terms of reference

Kind of services: Legal services

*In accordance with Volume 2 Technical Part of the Procurement Documentation*

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|  | **Appendix No 2** **to Contract on the provision of legal services No \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_**  |
|  | **ANTI-BRIBERY AND ANTI-CORRUPTION CLAUSES**  |
|  | 1. Obligations, representations and warranties: in performing the Contract the Parties comply and will further comply with all and any applicable laws and regulatory documents including any anti-bribery and anti-corruption laws.
 |
|  | 1. The Parties and any of their officials, employees, shareholders, representatives, agents, or any persons acting for or on behalf or by request of any of the Parties under the Contract (hereinafter the Related Parties) shall not, both directly or indirectly, offer, hand over, provide, or agree to offer, hand over or provide (independently or in agreement with other persons) any payment, gift or other privilege for the purposes of needed implementation of any of the provisions of the Contract within the framework of their business relations in the entrepreneurial area or within the framework of their business relations with the government sector, if the said actions violate any of the anti-bribery or anti-corruption laws or regulatory documents applicable to the Parties, which means that a payment, gift or privilege is offered, handed over or provided (i) with the view of influencing or encouraging a person (or influences or encourages such a person) so that this person violates good faith, fairness or trustworthiness requirements; while acceptance of such a payment, gift or privilege would be considered improper conduct (ii) for or to the benefit of a government official with the objective of influencing this official and obtaining or keeping benefits in the course of business, or (iii) which any other reasonably acting person would consider unethical, illegal or improper (hereinafter the Corrupt Practices).
 |
|  | 1. For the purposes of the Contract a government official includes any government or municipal officials according to the Parties’ national laws, and also any official of a government or municipal legislative, executive or judicial body, or any person acting on behalf of such an official, including any person employed by (or acting on behalf of) any government or (and) municipal body, by any government and (or) municipal organization, by any government-owned or municipality-owned organization, by any international intergovernmental organization, by any federal and (or) regional government and/or municipal body or the Customer, by any political party, any candidate to a political post or a relative of any such persons or any other person related to those abovementioned.
 |
|  | 1. The Parties to the Contract hereby warrant that neither they nor any of their Related Parties (i) have ever been found involved in any Corrupt Practices (or alike practices) by any court of any jurisdiction, or (ii) have ever been accessory to any Corrupt Practices (or alike practices); and (iii) have ever been under investigation or suspicion of being accessory to any Corrupt Practices (or alike practices) in any jurisdiction. The Parties hereby represent and warrant and guarantee that neither they nor their Related Parties have ever been involved in any Corrupt Practices before the date of the Contract.
 |
|  | 1. The Parties have adopted corresponding anti-bribery and anti-corruption policies and procedures. If the Contractor has no such documents, the Contractor is obliged to read the corresponding documents published on <http://www.rosatominternational.com>.
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In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_ In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_

**The Contractor: The Customer:**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rosatom Middle East and North Africa FZ LLC

[TO BE COMPLETED], executive[TO BE COMPLETED], CEO