



SERVICE CONTRACT N° [●] /2020/MASEN

RELATED TO

TECHNICAL ASSISTANCE OF MASEN WITH RESPECT TO THE STUDY "POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS"

By and Between

MASEN

(the "Client")

and

[●]

(the "Service Provider")

TABLE OF CONTENTS

SECTION I - GENERAL CONDITIONS.....6

1. DEFINITIONS6

2. AREA OF APPLICATION OF THE GENERAL CONDITIONS9

3. CONTENT, STRUCTURE AND EXTENT OF CONTRACT9

3.1 Content of Contract.....9

3.2 Entry into force– Exclusion of Service Provider's general conditions.....9

3.3 Scope of Contract.....9

4. SERVICE PROVIDER'S MAIN OBLIGATION - COMPLIANCE WITH REGULATIONS10

4.1 Service Provider's main obligation10

4.2 Respect of regulations.....10

5. DEADLINES FOR COMPLETION OF SERVICES.....11

6. PROVISION OF THE SERVICES12

6.1 Quality12

6.2 Representatives of the Service Provider – Participation in meetings, working sessions and appointments12

6.3 Material resources13

7. MODIFICATIONS AND/OR ADDITIONS TO THE SERVICES.....13

7.1 Proposal of modifications and/or additions to the Services13

7.2 Modifications and/or additions to the Services not requiring any revision of the terms of the Contract.....13

7.3 Modifications and/or additions to the services requiring revision of the terms of the Contract.....14

8. DELIVERY OF SERVICES AND OF THE PHASES OF EXECUTION OF THE SERVICES - PROVISIONAL ACCEPTANCE OF THE PHASES OF EXECUTION OF THE SERVICES – DEFINITIVE ACCEPTANCE OF THE SERVICES15

8.1 Confirming completion of the Services or of the Phases of Execution of the Services.....15

8.2 Confirmation of Reservations16

8.3 Resolution of Reservations and settlement of disagreements17

8.4 Documents necessary for the Definitive Acceptance of Services.....17

9. LATE DELIVERY – PENALTIES18

9.1 Delays in the Delivery of Services and of the Phases of Execution of the Services.....18

9.2 Penalties applicable on late Delivery18

10. INDEMNIFICATION OF LOSSES AND PENALTIES18

10.1 Penalties for failure to ensure representation at meetings and/or work sessions and or appointments19

10.2 Penalties due to non-conformity of Services19

10.3	Other losses	19
10.4	Global limit for penalties	19
11.	TRANSFER OF OWNERSHIP AND RISKS	19
11.1	Transfer of ownership	19
11.2	Transfer of risks	20
12.	OWNERSHIP OF RESULTS- PATENTS	20
12.1	Ownership of documents produced by the Service Provider	20
12.2	Use of patents.....	20
13.	RESPONSIBILITY – INSURANCE – PROFESSIONAL OBLIGATIONS	21
13.1	Responsibility	21
13.2	Insurance	22
13.3	Security Guarantee.....	23
14.	CONTRACT TOTAL – REMUNERATION OF SERVICE PROVIDER.....	23
14.1	Pricing options	23
14.2	Obligation to pay the remuneration due to the Service Provider - Compensation.....	24
14.3	Terms of payment of the remuneration due to the Service Provider under the Contract.....	24
15.	ASSIGNMENT – TRANSFER – SUB-CONTRACTING - CHANGE OF CONTROL – DEATH OF SERVICE PROVIDER AS A PHYSICAL PERSON	26
15.1	Assignment – Transfer – Sub-contracting - Change of control	26
15.2	Death of the Service Provider as a physical person	26
16.	TERMINATION– SUBSTITUTION ON DEFAULT ON THE PART OF THE SERVICE PROVIDER	26
16.1	Termination.....	26
16.2	Substitution on default on the part of the Service Provider	27
17.	SUSPENSION OF SERVICES - CANCELLATION OF SERVICES.....	27
17.1	Suspension of Services by the Client.....	27
17.2	Cancellation of Services by the Client.....	28
18.	CONFIDENTIALITY - CONFLICT OF INTEREST	28
18.1	Confidentiality	28
18.2	Conflict of Interests.....	29
19.	FORCE MAJEURE.....	30
20.	MISCELLANEOUS REQUIREMENTS.....	30
20.1	Notification	30
20.2	No-Waiver	31
20.3	Non-applicability of conditions	31
21.	APPLICABLE LAW	31
22.	SETTLEMENT OF DISPUTES.....	31

23.	OBJECT OF THE CONTRACT	32
24.	EXTENT OF SERVICE PROVIDER'S INTERVENTION	32
25.	CONTENT OF SERVICES–DELIVERABLES AND RELATED ELEMENTS	33
25.1	Mission A: Hydrogen usage analysis: energy storage and other applications	33
25.2	Mission B: Hydrogen technology analysis	33
25.3	Mission C: Technical assistance to perform specific assignments as needed and as defined by Masen.....	34
26.	SUBMISSION OF REPORTS	35
27.	HUMAN RESSOURCES	35
27.1	Required competence.....	35
27.2	Conditions for replacing personnel.....	35
28.	CLIENT’S OBLIGATIONS	36
28.1	Designation of the Client’s teams	36
28.2	Availability of the Client’s teams	36
28.3	Availability of internal documents.....	36
29.	MONITORING PROCEDURES OF THE SERVICE EXECUTION - STEERING COMMITTEE	36
29.1	Release of Deliverables and periodic meetings	36
29.2	Steering committee	36
29.3	VERIFICATION AND APPROVAL OF REPORTS PROCEDURES	36
30.	EXECUTION DEADLINE AND LATE PENALTIES	37
30.1	EXECUTION DEADLINES	37
30.2	PARTICIPATION TO MEETINGS AND/OR WORKING SESSIONS AND / OR APPOINTMENTS PENALTIES.....	38
31.	BREAKDOWN OF THE TOTAL AMOUNT	38
32.	INVOICING TERMS	39
32.1	Mission A and B	39
32.2	Mission C	40
33.	PAYMENT TERMS	40
34.	THE SERVICE PROVIDER COMMITMENTS	40
35.	CONDITIONS FOR EXPERT INTERVENTION	41
36.	ENFORCEMENT - TERM OF CONTRACT - TERMINATION	41
37.	PROTECTION OF PERSONAL DATA	41
38.	LANGUAGE FOR PROVISION OF SERVICES	43
39.	NOTIFICATION	43
40.	REFUND DOMICILIATION CLAUSE	43

THIS SERVICE CONTRACT IS CONCLUDED BY AND BETWEEN THE UNDERSIGNED:

Masen, a limited liability company, recorded in the Register of Companies of Rabat under number 79835, with its registered office at Complexe Zénith Rabat, n° 50 Rocade Sud, Rabat-Casablanca, Immeubles A, B, C et D Souissi, Rabat, represented by Mr. Mustapha Bakkoury, in his capacity as President,

Hereinafter the "**Client**" or "**MASEN**",

And

[●], a [●] company, with issued capital of [●], recorded in the Register of Companies of [●] under number [●], with its registered office at [●], represented by [●] in his capacity as ¹ [●],

Hereinafter the "**Service Provider**" or the "**Consultant**",

Client and Service Provider are hereinafter designated individually as a "**Party**" and collectively as the "**Parties**".

THE FOLLOWING HAVING BEEN ESTABLISHED IN ADVANCE:

- (A) In response to a rapidly growing demand for energy and in the interests of preserving the environment, MASEN has been commissioned to put in place an integrated and wide-ranging programme for the production of electricity from renewable energy by means of a minimum installed capacity of 6,000 MW by 2030, at the same time contributing towards the development of the area of the country designated for the establishment of power stations.
- (B) The Service Provider is [●]
- (C) Masen desires the technical assistance of the Service Provider with respect to the study "Power To Hydrogen in Morocco: energy storage and other potential applications" as further detailed in the Specific Conditions (the "**Purpose**").
- (D) Within the framework of the realization of the Purpose, Masen benefited from a financial contribution granted by the German Financial Cooperation through the Kreditanstalt für Wiederaufbau (« **KFW** ») in order to finance the said Purpose object of the Contract. A financing contract has been concluded between Masen and KFW for this purpose.
- (E) After launching a call for tenders number [●] by the Client, the Service Provider submitted a technical and financial offer which was accepted by the Client, in accordance with the documents contained in the file for call for tenders
- (F) The Parties agree to conclude this Service Contract (the "**Contract**") with the aim of establishing the types of assistance provided for MASEN by the Service Provider, and the respective terms and conditions of the Parties related to such assistance.
- (G) The Contract is comprised of two parts: the general conditions set out in Section I below (the "**General Conditions**"), supplemented by the specific conditions set out in Section II below (the "**Specific Conditions**").

In the event of any contradiction between the Specific Conditions and the General Conditions, the General Conditions shall prevail, unless otherwise expressly provided for in the Specific Conditions.

¹ Evidence of authorizing powers of signatory to be appended.

AS A RESULT OF WHICH, THE FOLLOWING HAS BEEN AGREED:

SECTION I - GENERAL CONDITIONS

1. DEFINITIONS

Within the context of the Contract, the following terms have the meanings attributed to them below:

"Client" has the meaning attributed to this term in the Parties presentations.

"General Conditions" designates the stipulations of Section I of the Contract.

"Specific Conditions" designates the stipulations of Section II of the Contract, including their annexes which form an integral part of it (and in particular the technical and financial offer of the Service Provider appended as **Annexe 2** to the Contract), providing for the specific conditions applicable to the Services and which, as referring to the General Conditions, supplement or override them.

"Conflict of Interests" designates any situation in which the Service Provider has assigned to it some mission, protects or holds an interest representing a threat, which might reasonably seem to represent a threat or is liable to represent a threat, to the objectivity with which the Service Provider must provide services to the Client.

For the purposes of this Contract, a situation of Conflict of Interests shall arise for the Service Provider in particular (but not limited to) when the Service Provider supplies services (of whatever nature) to any third party in relation to any project with a bearing on the solar energy plan developed by the Kingdom of Morocco.

"Contract" has the meaning given to it in Article 3.1 below.

"Force Majeure" designates any event totally independent of the wish of the Parties and out of their control, making it impossible for them to fulfil their respective obligations or rendering this so difficult or over 50% of the initial amount of the Contract, subject to the application of article 7 of the General Conditions, that it may be held to be impossible in such circumstances.

The case of Force Majeure covers amongst others: flooding, earthquakes, storms, hurricanes, weather, strikes outside of personnel for Service Provider, and

generally any occurrence making it impossible for one of the Parties to fulfil its contractual obligations. The following are specifically not considered to represent cases of Force Majeure: technical incidents occurring during the provision of the Services, internal strikes affecting the personnel of the Service Provider, its sub-contractors or third parties acting on behalf on the Service Provider, directly or indirectly in the execution of the Contract, events occurring after expiry of the contractual deadlines and aggravating an already unjustified delay.

Cases of Force Majeure must be notified under the conditions set out in Article 19 below.

" Working Day "	means any day except Saturday, Sunday or a public holiday in Rabat, Morocco, or a day on which the commercial banks in Rabat, Morocco, are closed.
"Dispute"	has the meaning attributed to it in Article 22 below.
"Deliverables"	designates the Results of the execution of the Services which shall be delivered by the Service Provider.
"Delivery"	designates completion of all the Services, direct or indirect review by the Client that such Services are in conformity with the Contract, direct or indirect validation by the Client and acceptance by the Client of the said Services subsequent to: <ul style="list-style-type: none">- the signature by the Parties of a written record of Definitive Acceptance of the Services; or- the signature by the Parties of any written record of Provisional Acceptance of the Services along with the commitment of the Service Provider to resolve and lift the Reservations expressed by the Client.
"Order of Suspension of Service"	designates the document by means of which the Client orders the Service Provider to suspend execution of the Services without the Client necessarily knowing when work is to resume when such notification of suspension is issued.
"Service order"	designates any written document by means of which the Client orders the Service Provider to start providing all or part of the Services.
"Order to Resume Service"	designates the written document by means of which the Client orders the Service Provider to resume the

	Services subject to a suspension imposed by an Order of Suspension of Service.
"Parties"	has the meaning attributed to this term in the presentations of the Parties.
"Phases of Execution of the Services"	designates the various stages in the execution of the Services covered by the Contract, as defined in the Specific Conditions.
"Service Provider"	carries the sense attributed to it in the presentations of the Parties.
"Services"	designates the various services, tasks, missions, in particular, design studies on whatever subject, engineering, procurement, advice, project management, analysis, trialling, technical controls or any other type of service provision to be executed on behalf of the Client by the Service Provider within the context of the Contract, as defined in the Specific Conditions.
"Modifying and/or Supplementary Services"	designates those Services corresponding to the criteria set out in Article 7.2 below, entitling either Party to modify the terms of the Contract.
"Definitive Acceptance "	designates the acceptance of Services Delivery without reservation, in conformity with the terms of Article 8.1(ii) below.
"Provisional Acceptance"	designates acceptance of the Delivery of the Phases of Execution of the Services, in conformity with the terms of Article 8.1(i) below.
"Reservation"	designates any default or non-conformity of the Results of the Services or of the Phases of Execution of the Services according with the terms of this Contract, preventing, amongst others, as established in this Contract, the exploitation of the Results or Deliverables related to the Services or Phases of Execution of the Services, as may be expressed by the Client under the terms of Article 8.2 below.
"Results"	designates the Results of the Services or the Phases of Execution of the Services as defined by the Specific Conditions, which could be in the form of, amongst others, reports, design studies, notes, <i>memoranda</i> , contracts, drawings, models, graphic images, formulae, etc., and any product of intellectual nature.

2. AREA OF APPLICATION OF THE GENERAL CONDITIONS

The purpose of the General Conditions is to establish the framework of the contractual relationships between the Client and the Service Provider applicable to all the Services rendered by the Service Provider on behalf of the Client according to the terms of this Contract.

3. CONTENT, STRUCTURE AND EXTENT OF CONTRACT

3.1 Content of Contract

The Contract concluded between the Parties is composed - in order of precedence in the event of contradiction of:

- the General Conditions stipulated in Section I of this Contract;
- the Specific Conditions stipulated in Section II of this Contract;
- Request For Proposal ;
- Technical and financial offer of the Service Provider;
- the other documents (i) to which the above documents refer and/or (ii) devolving from the execution of the preceding documents, without prejudice to the terms of Article 3.2 below.

All of the documents listed above represent a single, indivisible instrument.

The Contract constitutes the entire and unique agreement between the Parties. It replaces and annuls any contract, agreement, exchange of correspondence or verbal agreement which might have taken place between the Parties prior to the date of this document and relating to the same subject. This Contract may be neither amended nor modified other than by a written amendment signed by the Parties.

3.2 Entry into force– Exclusion of Service Provider's general conditions

Unless otherwise stipulated in the Specific Conditions, the Contract comes into effect on the date of its signature by the Parties.

Without prejudice to the following, the signature of the Contract by the Service Provider shall exclude all stipulations to the contrary provided for in the Service Provider's general conditions.

The Service Provider's general conditions do not form part of the Contract, even if the documents submitted by the Service Provider to the Client before the Contract or in the course of its execution, referred to such general conditions unless an express waiver or derogation is provided for in the Specific Conditions.

3.3 Scope of Contract

The Service Provider is (i) fully informed of the scope and nature of the obligations arising from the Contract, and (ii) has taken all of the reasonable precautions and executed all required investigations in advance to ensure its full awareness of such obligations, within the degree of diligence expected for an experienced contractor performing similar work for similar projects.

The Service Provider also understands the hypothetical situations, risks and circumstances likely to influence on the Services provision and have set its prices accordingly.

The Service Provider is bound by a best-effort undertaking and consequently may not rely on any claim of insufficient knowledge of the scope of Services. The Service Provider shall fulfil its obligations in compliance with the terms of the Contract and within the time schedules provided for in the Contract.

Furthermore, observations and/or reservations related to the Services raised by the Client, according to the terms of this Contract, in relation to graphic or written documents, etc., produced directly or indirectly by the Service Provider by virtue of the Contract will be communicated to the Service Provider who bears the entire responsibility for such observations and/or reservations, whatever may be the effect for the Service Provider.

4. SERVICE PROVIDER'S MAIN OBLIGATION - COMPLIANCE WITH REGULATIONS

4.1 Service Provider's main obligation

The Service Provider is responsible for the Services, analyses, design studies, research, supplies and all other services required for the provision of the Services, with the exception of those for which the Client is responsible as expressly listed in the Specific Conditions.

The Service Provider shall fulfil its assistance obligation to inform, direct and advise and shall make its experience and expertise available to the Client. The Service Provider shall act as an advisor and in this respect provide the Services under this Contract, without involving itself in the Client's management affairs, nor usurp the Client in decision-making.

The Service Provider is responsible for ensuring that its missions are properly executed, including the Services, analyses, design studies, research, supplies and the provision of all other services required for the execution of the Services, in compliance with the terms and conditions of the Contract (i) exercising diligence and professionalism, (ii) in accordance with the quality standards in force at international level in terms of consultancy and assistance in its area of competence and (iii) in compliance with the state of the art and standard practice in its profession.

Each person included as a member of the team made available to the Client by the Service Provider shall have the competence and qualifications required for the Contract execution.

4.2 Respect of regulations

The Services and all the analyses, design studies, supplies and all other services necessary for the Services provision as provided for under the Specific Conditions must in all aspects comply with the legal and regulatory requirements, in particular Moroccan ones, in force, or other requirements, particularly in respect of:

- quality technical standards, or those applicable in relation to the environment, and, generally, any other standard applicable to the Services or related to such Services;
- the legislative and regulatory texts relating to employment and wages;
- the regulations applicable to insurance;
- the tax regulations and the conditions of the General Tax Code;
- the terms of the Moroccan law (Dahir) on Obligations and Contracts;

- the provisions of the Commercial Code, etc.

Generally, the Service Provider undertakes to comply with the regulations in force in Morocco.

The Service Provider is required to comply with the standards in force in terms of safety and security, hygiene and protection of the environment. On failure to comply with such obligations for causes attributable to the Service provider or its collaborators, the Service Provider shall be responsible for any disputes and complaints of any kind initiated by third parties about, or in relation with the Services.

5. DEADLINES FOR COMPLETION OF SERVICES

Meeting the deadlines for the completion and delivery of the Services represents an essential obligation on the Service Provider who undertakes to meet (i) the set dates for starting and completing the Services and, where appropriate, (ii) the intermediate dates set for completion of the Services corresponding to the completion phases stipulated by the Specific Conditions ("**Phases of Execution of the Services**").

The Specific Conditions define the executive plan for completing the Services, including specific dates intended for:

- the production of design studies, research, advanced analyses, calculation memos, Services execution plans and or any document for which the Service Provider is responsible by virtue of the Specific Conditions;
- complete or partial commencement of Services;
- full or partial completion of Services;
- Delivery of Services and, where appropriate, of the Phases of Execution of the Services and the Definitive Acceptance.

In the event where the execution of the Supplementary Services and/or Modifying Services is determined under the terms of Article 7, the Services provision execution plan may be modified under the terms of the said article.

The Service Provider is obliged to inform the Client as soon as possible of any event likely to delay the Services provision, without this notification having in itself the effect of releasing the Service Provider from its responsibility or suspending the calculation of the deadlines set for the Services provision.

In the event of any delay being identified by the Client in respect of the executive plan for the Services provision for reasons attributable to the Service Provider or its collaborators, as provided for in the Specific Conditions, the Client reserves the right to define such measures it judges necessary for such delay to be cured. Any measure taken and/or decided by the Client shall be at the cost and under the responsibility of the Service Provider, except where the delay is not attributable to the Service Provider.

Should such measures prove to be ineffective or not sufficient, the Client may use the established delay as a basis to apply the penalties defined in the Contract or terminate the Contract due to the fault of the Service Provider in case of delay attributable to the Service Provider.

6. PROVISION OF THE SERVICES

6.1 Quality

The Service Provider is obliged to provide the Services in compliance with the best international standards, free of any fault, perfectly completed and in conformity in all aspects, on the level set out in article 4.1 (i), (ii) and (iii), with :

- (i) the legislation and regulations in force;
- (ii) the state of the art; and
- (iii) the Services specifications, as provided for in the Specific Conditions.

Should the Services fail to satisfy the above conditions, the Client shall be entitled to require the Service Provider, at the Services Provider own costs, to remake the defective Services necessary to conform to the terms of Contract in accordance with the procedures of Article 8 below.

The Service Provider shall bear responsibility for any faults and defects caused by the Service Provider collaborators, suppliers, sub-contractors or any other third parties designated by the Service Provider involved in the execution of the Contract.

The Service Provider shall in no event be liable towards to the Client of mistakes and faults committed by any third parties involved in performance of the Contract and designated by the Client.

6.2 Representatives of the Service Provider – Participation in meetings, working sessions and appointments

6.2.1 Representatives of the Service Provider – Project team

Within the terms of the Contract, the Service Provider shall designate:

- one representative, qualified and competent, having the necessary skills and authorities to take all required decisions, issuing all instructions to personnel reporting to such representative, to be present at appointments and/or meetings and/or working sessions as provided for under the Specific Conditions;
- the member or members of the project team ensuring execution of the Services, with the experience and expertise necessary to identify, according with the obligations of Service Provider under this Contract, solutions to any problem encountered in the course of the Services provision, in compliance with the conditions provided for under the Specific Conditions.

If in the course of some appointment and/or meeting and/or working session, the Service Provider is not represented by the partners or the designated collaborators those present collaborators shall be deemed to have the same powers as the collaborators indicated in the above paragraphs.

In the event a Service Provider's collaborator fails to execute his obligations a repeatedly, the Client could at any time request the replacement by the Service Provider of such collaborator. The Service Provider shall replace its representatives in five (5) Working Days from the request of the Client, even when resources are not available (holidays or sickness, etc.), it being stipulated that the replacements shall have the same capacities and powers. Further

terms for the replacement of the Service Provider's collaborators are specified in Article 27.2 of the Contract.

The costs associated with any withdrawal and or replacement of the Service Provider's representatives by virtue of this Article shall be borne by the Service Provider.

6.2.2 Meetings, working sessions and appointments

The Service Provider shall be present at all meetings and/or working sessions and/or appointments provided for under the Specific Conditions and/or to which the Client has invited the Service Provider within a defined reasonable period of time , where applicable, under the Specific Conditions, before the date set for the such event.

The Specific Conditions provide for the method of preparation and distribution of the minutes of such meetings, working sessions and/or appointments.

6.3 Material resources

All the material resources required for the proper execution of the Services shall be supplied by this Service Provider.

7. MODIFICATIONS AND/OR ADDITIONS TO THE SERVICES

7.1 Proposal of modifications and/or additions to the Services

The Service Provider may suggest to the Client any modification and/or addition deemed necessary for the proper execution of the Services. The Service Provider must obtain the prior written consent of the Client before proceeding with any such modifications and/or additions to Services.

By simple written notification, the Client may propose to the Service Provider modifications and/or additions to the Services, with the Service Provider being obliged, to every possible extent, to immediately implement such modifications and/or additions on receipt of such notification.

In the two cases above, the terms of Article 7.2 or of Article 7.3 below shall, as the case may be, apply.

7.2 Modifications and/or additions to the Services not requiring any revision of the terms of the Contract

Unless the modifications and/or additions to the Services are considered as Modifying and/or Supplementary Services, such modifications and/or additions shall be executed by the Service Provider under the technical, financial and time schedule conditions initially provided for by the Specific Conditions.

In the event the Parties disagree on whether such modifications and/or additions to the Services qualify as Modifying and/or Supplementary Services, the Service Provider will be required to use its best efforts to execute the modifications and/or additions to the Services without waiting for the Parties to reach agreement, and without applying any change to the other terms of the Contract.

Should the disagreement persists, it shall be subject to, unless amicably settled, an expertise at the request of the more diligent Party. The expert opinion shall be binding on the Parties.

In the absence of any stipulations to the contrary in the Specific Conditions, the expert shall be designated by mutual agreement between the Parties. Otherwise, the Parties agree to submit to the International Centre for Expertise of the International Chamber of Commerce (Paris). The expert will be appointed in accordance with its Rules of expertise, at the request of the more diligent Party.

The Party who is not right according the expert opinion will bear costs associated with such expert opinion.

7.3 Modifications and/or additions to the services requiring revision of the terms of the Contract

Modifying and/or Supplementary Services represent the only modifications entitling the Parties to revise the terms of the Contract. Such revision shall be by a written amendment to the Contract specifying the subject of the modification and its effect on the conditions provided for by the Contract in terms of, specifically, deadlines, the content of Modifying and or Supplementary Services, Deliverables, remuneration of the Service Provider and/or the invoicing time schedule.

Could only be considered as Modifying and or Supplementary Services, the services, on a cumulative basis, which:

- are not established by the Contract;
- arise as a result of (i) a request or choice made by the Client, (ii) a request or choice made by one of the Parties involved in the provision of the Services, this is to include the Service Provider, expressly accepted by the Client, (iii) a request formulated by some administrative body and/or competent authority or any other body directly concerned and accepted by the Client, (iv) the adoption of a new standard and/or legislative or regulatory measure or (v) establishment of some technical difficulty revealed in the course of execution of the Services;
- have been notified to the Service Provider;
- do not arise out of observations made by the Client on the Services currently being provided and or already provided, in order to make such Services compliant with the terms of the Contract; and
- have the consequence of adding to and/or reducing the remuneration payable to the Service Provider under the Contract, to the proportions exceeding five per cent (5%) of the said remuneration, as defined in the Specific Conditions.

In the event of disagreement between the Parties on the content of the Modifying and/or Supplementary Services and/or on the effect of these on the Specific Conditions provided for by the Contract, the Client may not oblige the Service Provider to execute the Modifying and/or Supplementary Services before the Parties have reached an agreement. The other terms of the Contract shall remain in full force and effect during the disagreement period.

Should the disagreement persist, it shall be subject to, unless amicably settled, an expertise at the request of the more diligent Party. The expert opinion shall be binding on the Parties.

In the absence of any stipulations to the contrary in the Specific Conditions, the expert shall be designated by mutual agreement between the Parties. Otherwise, the Parties agree to submit to the International Centre for Expertise of the International Chamber of Commerce

(Paris). The expert will be appointed in accordance with its Rules of expertise, at the request of the more diligent Party.

The Party who is not right according the expert opinion will bear costs associated with such expert opinion.

8. DELIVERY OF SERVICES AND OF THE PHASES OF EXECUTION OF THE SERVICES - PROVISIONAL ACCEPTANCE OF THE PHASES OF EXECUTION OF THE SERVICES – DEFINITIVE ACCEPTANCE OF THE SERVICES

8.1 Confirming completion of the Services or of the Phases of Execution of the Services

The Service Provider shall notify completion of the Services or, where appropriate, of each of the Phases of Execution of the Services to the Client to allow the Client to confirm (i) the said completion and (ii) that the Services or the Phases of Execution of the Services completed are in compliance with the terms of the Contract.

This confirmation, carried out directly by the Client or by a third-party designated by the Client, within thirty (30) Working Days of notification of the Service Provider, shall take place prior to the Delivery of the Results of the Services or of the Results of the Phases of Execution of the Services on the dates provided for by the execution plan for the Services specified in the Specific Conditions.

In the absence of any comments from the Client and should the Client confirm the completion of the Services or other Phases of Execution of the Services, the Client shall prepare a written record certifying its acceptance of the Results of the Services or of the Results of the Phases of Execution of the Services in the condition in which they currently stand. This written record shall be deemed to formally recognise:

- (i) for the Phases of Execution of the Services:
 - Delivery of the Results of the Phase of Execution of the Services considered to be to the benefit of the Client who takes possession of such Results on the date on which the written record is produced; and
 - the Provisional Acceptance of the Phases of Execution of the Services under consideration;
- (ii) for the Services:
 - Delivery of the Results of the Services to the benefit of the Client who takes possession of the Results of the Services on the date on which the written record is produced; and
 - the Definitive Acceptance of the Services.

Notwithstanding the above mentioned, if the Provisional Acceptance of the Phase of Execution of the Services or the Definitive acceptance of the Services should be subject to the opinion and/or prior approval of any administration or body external to the Client, it is understood that the written record indicated above shall not be produced until after acceptance by the Client of the said opinion and/or approval.

In the presence of observations, comments and/or reservations ("**Reservations**") by the Client, the terms of Article 8.2 and 8.3 below shall apply.

8.2 Confirmation of Reservations

8.2.1 Drafting of an initial written report confirming the Reservations

In the event of Reservations being established by the Client, the written record to be drafted by the Client shall describe such Reservations. The Service Provider shall immediately proceed with the introduction of such Reservations at its own cost within a period (without prejudice to the stipulations of the Specific Conditions) in the time required for this purpose, not to exceed a period of fifteen (15) Working Days commencing on the date on which this initial written report was produced.

The Service Provider undertakes to introduce the Reservations, specifically by providing the Client with modified Deliverables under the conditions and timescales provided for above.

The Client shall have a period of fifteen (15) Working Days from the provision by the Service Provider of the modified Deliverables so as to take account of the Reservations, to pronounce, where appropriate, completion of either (a) the Phase of Execution of the Services being considered or (b) of the Services being in conformity with the terms of the Contract and the first written report indicated above.

8.2.2 Drafting of a second written report confirming that Reservations have been resolved

Assuming that all the Reservations have been resolved by the Service Provider, the Client shall prepare a second written report.

The second written report is deemed to formally recognise, for:

- (i) the Phases of Execution of the Services:
 - Delivery of the Phase of Execution of the Services under consideration to the benefit of the Client who takes possession of the Results of the Phase of Execution of the services on the date on which the second written report is produced; and
 - the Provisional Acceptance of the Phase of Execution of the Services under consideration;
- (ii) the Services:
 - Delivery of the Services to the benefit of the Client who takes possession of the Results of the Services on the date on which the second written record indicated above is produced, and;
 - the Definitive Acceptance of the Services.

8.2.3 Drafting of a third written report in the event of all Reservations not being resolved

If the Service Provider cannot resolve/lift all Reservations and in the absence of any stipulation to the contrary in the Specific Conditions:

- (i) The Client shall be entitled to terminate the Contract at the fault of the Service Provider under the terms of Article 16.1 below; and
- (ii) The Client shall draft a new written report on Delivery of the Services to the benefit of the Client by means of which the Client will list the remaining Reservations to be resolved by the Service Provider within a reasonably set by the Client according to the

circumstances, but in no case be less than ten (10) Working Days from the date on which this third written report is produced.

During the period commencing from the date of the first written report indicated in Article 8.1 above, and finishing on the date of Definitive Acceptance of the Services or, where appropriate, of termination of the Contract under the above terms, the Service Provider shall remain liable to pay to the Client the penalties due for delays indicated in Article 9 below.

8.3 Resolution of Reservations and settlement of disagreements

Confirmation that Reservations have been resolved shall be carried out by the Client, directly or indirectly through a third-party designated by the Client, on the date stipulated by the written confirmation reports produced by the Client.

All Reservations expressed by the Client under the terms of Article 8.2 above shall be resolved by the Service Provider under the conditions provided for in the written reports produced by the Client and under the General Conditions and Specifics Conditions, without the Client being obliged to pay any additional amount over and above the Contract amount.

Any disagreement between the Parties relating to the existence, extent, qualification of reservations as Reservations, on the resolution of these and/or the timescale necessary to resolve them:

- shall be settled by an expert whose definitive opinion shall be binding on the Parties; and
- shall lead to the suspension, with the full effect of law, of the establishment of the Definitive Acceptance of the Services written report.

In the absence of stipulations to the contrary in the Specific Conditions, the expert shall be designated by mutual agreement between the Parties. Otherwise, the Parties agree to submit to the International Centre for Expertise of the International Chamber of Commerce (Paris). The expert will be appointed in accordance with its Rules of expertise, at the request of the more diligent Party.

The Party who is not right according the expert opinion will bear costs associated with such expert opinion.

8.4 Documents necessary for the Definitive Acceptance of Services

The written report formally recognising the Definitive Acceptance of the services prepared under the terms of Article 8.1 above or, where appropriate, the written report indicated in paragraph(ii)of Article 8.2.2 above will not be signed by the Client until all of the documents required in terms of content of the Services and provided for by the Specific Conditions have been submitted by the Service Provider, specifically:

- the Results and Deliverables related to the Services and, where appropriate, the Results and Deliverables related to all the Phases of Execution of the Services;
- the design studies, research, advanced analyses, calculation memos and/or executive plans for the Services, where these are the responsibility of the Service Provider;
- notifications of the operation, commissioning, maintenance and normal service of the Deliverables and Results, etc., as appropriate;

- certificate of insurance policies, as appropriate;
- approval and/or acceptance certificates, as appropriate; and
- all other documents (plans, reports, notices, etc.) to be produced under the Services required to ensure the optimum use of the Results of the Services.

9. LATE DELIVERY – PENALTIES

9.1 Delays in the Delivery of Services and of the Phases of Execution of the Services

Under the terms of Article 5 above, the deadlines for execution of the Services and/or of the Phases of Execution of the Services or for Delivery, as stipulated for in the Specific Conditions, are mandatory.

Any failure to meet such dates of execution of the Services and/or other Phases of Execution of the Services or their Delivery, as stipulated for in the Specific Conditions, for reasons attributable to the Service Provider or not justified by the occurrence of a Force Majeure event entitles the Client to terminate the Contract in compliance with the terms of Article 16 below when the amount of the applied penalties exceed the ten per cent (10%) of the Contract total amount, without prejudice to the payment of the penalties provided for in Article 9.2 below and of any other compensation due from the Service Provider in respect of the damages suffered by the Client.

9.2 Penalties applicable on late Delivery

Any delay not justified by the occurrence of an event of Force Majeure or other cause not attributable to the Service Provider, beyond the deadlines set for execution of the Services and/or the Phases of Execution of the Services or the Delivery stipulated for in the Specific Conditions shall entitle the Client to receive penalties applicable on late Delivery of a fixed amount, in the absence of any stipulations to the contrary in the Specific Conditions of one thousandth (1/1000) of the Contract total amount for each day of delay. In the event the amount of the penalties due reaches ten per cent (10%) of the Contract total amount, the Client shall be entitled to terminate the Contract under the terms of Article 16.1 below.

In the absence of any stipulations to the contrary in the Specific Conditions, payment of fees and penalties applicable only to Delivery by the Service Provider in favour of the Client shall be made within a period of fifteen (15) Working Days following each transmission by the Client of a registered letter requiring acknowledgement of receipt or of a letter physically placed in the hands of the Service Provider requiring acknowledgement of receipt establishing the amount of the penalties due from the Service Provider as a result of the delay.

The payment of these penalties does not amount to the Client waiving its right to terminate the Contract in accordance with the terms of Article 16 below or to claim damages.

Penalties applicable to late Delivery do not amount to a reparation of the caused prejudice.

Penalties applicable to late Delivery will be deducted from the damages and interests referred to above as appropriate.

10. INDEMNIFICATION OF LOSSES AND PENALTIES

If the Specific Conditions provide for such provision and independently of the penalties applicable on late Delivery indicated in Article 9.2 above, the failure of the Service Provider

to perform its commitments under the terms of the Contract may give rise to payment by the Service Provider of the indemnities indicated in Articles 10.1 and 10.2 below.

10.1 Penalties for failure to ensure representation at meetings and/or work sessions and or appointments

in the event of repeated failure by the Service Provider or of its designated collaborators or other members of its project team to participate to the meetings and/or working sessions and/or appointments in compliance with the terms of Article 6.2.1 above and according with Specific Conditions, the Service Provider shall be liable for a penalty, the calculation methods and payment terms of which shall be defined, as applicable, by the Specific Conditions.

The cumulative total of penalties for failure to be present or represented at meetings and/or working sessions and/or appointments may not exceed a fixed amount corresponding to ten per cent (10%) of the Contract total amount unless otherwise stipulated in the Specific Conditions. should this capped amount be exceeded, the Contract may be terminated by the Client under the terms of Article 16.1 below.

10.2 Penalties due to non-conformity of Services

In the event of completion of the Services in compliance with the time schedule provided for in the Contract and if the Client identifies any substantial non-conformity of the Services provided for reasons attributable to the Service Provider, the Service Provider shall be liable for a penalty amounting, in the absence of any provision in the Specific Conditions, to ten per cent (10%) of the Contract total amount.

The cumulative total of penalties due from the Service Provider for non-conformity of Services may not exceed a capped amount corresponding to ten per cent (10%) of the Contract total amount unless otherwise stipulated in the Specific Conditions. Should of this capped amount be exceeded the Contract may be terminated by the Client under the terms of Article 16.1 below.

10.3 Other losses

The Service Provider bears responsibility for losses resulting directly from its actions. The Service Provider will be obliged, among other things, to indemnify the Client in respect of all financial consequences directly arising out of third-party complaints so long as such claims are not the result of the Client's actions.

10.4 Global limit for penalties

The Service Provider's aggregate liability for all penalties applicable according to articles 9.2, 10.1 and 10.2 above, shall be limited to a maximum of fifteen percent (15%) of the Contract total amount.

11. TRANSFER OF OWNERSHIP AND RISKS

11.1 Transfer of ownership

The Results of the Services become the exclusive property of the Client, as and when they are executed by the Service Provider.

11.2 Transfer of risks

The transfer of risks takes place on Definitive Acceptance of the Services without Reservations.

Until the Definitive Acceptance of the Services without Reservations, Service Provider bears sole responsibility regarding the Services for any loss, destruction, disappearance, depreciation, degradation, total or partial, voluntary or involuntary, due to whatever cause, except in the case of Force Majeure.

At its own cost and in good time, the Service Provider shall indemnify any loss, destruction, disappearance, depreciation, degradation, total or partial, voluntary or involuntary, occurring prior to Definitive Acceptance of the Services.

12. OWNERSHIP OF RESULTS- PATENTS

12.1 Ownership of documents produced by the Service Provider

The Results of the Services (including graphic or written documents, deliverables, reports, design study dossiers, test reports, documents, information and other elements of whatever nature) produced by the Service Provider and delivered to the Client in application of the Contract, shall be and shall remain at all times the exclusive property of the Client, irrespective of (i) the state of completion of the Services and/or (ii) the causes leading to Contract expiry.

The Client may at its total discretion:

- (i) use the Results, even if still partial;
- (ii) publish the Results;

given that the Client undertakes to consider the methods and know-how of the Service Provider as confidential, unless such methods and know-how are developed under the Contract.

- (i) The Service Provider may not: use all or part of these documents for any purposes other than those provided for in the Contract;
- (ii) make any use of the Results without the prior consent of the Client.

However, the Client agrees already that the provider uses the methods and know-how it has developed itself under the Contract for other purposes.

The Service Provider exclusively assigns to the Client all rights relating to the Results, specifically all of the related intellectual property rights. This assignment shall be effective at all locations and for the entire duration of the legal protection of the Results.

12.2 Use of patents

The Service Provider shall indemnify the Client against any recourse in the event of use by it of a patent so that the responsibility of the Client may in no way be invoked, nor the execution of the Service be delayed or interrupted.

The costs associated with the use of any patent, licence or copyright belonging to the Service Provider or to a third party are included in the Contract total amount and shall not be subject to any additional payment.

If the execution of the Services leads to, or is likely to lead to, any breach of rights and patents, licence, copyright, industrial or other property belonging to a third party, the Service Provider shall indemnify the Client against any such costs, claims, demands, actions or damages with interest associated to such breach.

The Client undertakes to inform the Service Provider within fifteen (15) days of said counterfeiting and to involve the Service Provider in the lawsuit to prove original ownership.

13. RESPONSIBILITY – INSURANCE – PROFESSIONAL OBLIGATIONS

13.1 Responsibility

Considering the obligations provided for under Articles 4 and 6 above, the Service Provider bears responsibility for defaults and defects affecting the Results of the Services, in conformity with its contractual obligations.

13.1.1 Failure to non-conformity

The Service Provider warrants that the Services will be performed in accordance with the specifications set out in the Contract. If within six (6) months following the Final Acceptance of the Services, a non-conformity of Services to the said specifications is raised by the Client and notified to Service Provider within maximum thirty (30) days after the expiration of six (6) months aforesaid, the Service Provider will be required to remake the defective Services, at its own cost, to conform with the terms of this Contract.

13.1.2 Warranty direct damage

In addition, the Service Provider shall indemnify the Client against any claim which may be formulated and undertakes to bear all of the responsibility of the direct consequences which might result for the Client and/or any third parties, and arising from negligent or wrongful acts of the Provider.

Notwithstanding any express provision or implied to the contrary in this Contract, neither Party shall be liable for any kind of indirect, consequential, incidental, special or loss suffered by other Party, including but not limited to loss of production, income, revenues or profit.

13.1.3 Limitation of liability

Notwithstanding any express provision or implied to the contrary in this Contract, but without prejudice to the obligation to remake Services, notified by the Client according to Article 6.1, except in cases of fraud or gross negligence of the Service Provider, the total accumulated liability of the Service Provider and its employees and subcontractors, and any third parties designated by the Service Provider, toward to the Client under this Contract, of any nature whatsoever, and regardless of the cause, will be limited to one hundred percent (100%) of the total amount Contract.

In addition, the Service provider shall in no way be held responsible for any use by the Client of the Results for purposes other than this Contract or in the event of third party use of such Results without the expressed needs by the Client under the Contract.

13.2 Insurance

13.2.1 Principle

The Service Provider shall, at its own cost, contract the insurance policies indicated in Articles 13.2.2. with one or a many insurance companies duly recognised by the Moroccan authorities as competent and clearly solvent, for the amounts required to cover the monetary consequences which the Service Provider might incur in the event of physical injury, material or non-material damages caused to the Client or to its clients or to a third party within the context of execution of the Contract.

These insurance policies must be in force from the date on which the Contract comes into effect as specified in the Specific Conditions and remain in force through to Definitive Acceptance of the Services.

In the absence of such obligation to contract insurance or on failure to comply with this obligation, the Service Provider shall bear responsibility for, among other things:

- any damages suffered by third parties during execution of the Services which are caused by the negligence or fault of the Service Provider or its employees or subcontractors or third parties designated by the Service Provider;
- industrial accidents which might arise in the course of the execution of the Services;

without prejudice to the compensation which the Client might claim and the Client's right to terminate the Contract under the terms of Article 16.1 below.

13.2.2 Civil liability insurance for third-party damages

The Service Provider is obliged to be the policyholder and/or to ensure that any third party designated by itself and involved in the execution of the Services holds a professional civil liability insurance policy provided by one or many insurance companies duly approved by the competent Moroccan authorities and covering the financial consequences of damages of any kind (specifically physical, material and non-material) caused to third parties through to the date of signature of the written Definitive Acceptance of Services report or, as applicable, of the written report referred to in paragraph (ii) of Article 8.2.3 below.

All parties participating in the execution of the Services, including the Client or its assignees shall be considered to be "third parties" for the purposes of the stipulations of the above paragraph.

13.2.3 Industrial accident insurance

The Service Provider must contract an insurance policy covering any industrial accidents which might involve its own personnel acting in execution of the Services, in compliance with the regulations in force.

The Client may not be held responsible for any damages or compensation payable in the event of accidents involving the said personnel and/or employees and/or any third party designated by the Service Provider acting within the Services, or their sub-contractors, unless due to the negligent act or omissions of the Client.

The Service Provider shall indemnify the Client against any claim for damages with interest or compensation, and against any claim, complaint, suit, expenses, fees and financial expenses of any nature relating to such accidents.

13.2.4 Submission of a copy of insurance policies

Within a period of ten (10) Working Days from the date of signature of the Contract, the Service Provider shall provide to the Client a certificate of the insurance policies contracted in compliance with the terms of the Contract.

13.3 Security Guarantee

If the Specific Conditions so provide, when the execution of the Service or Services Results requires the provision by the Service Provider of more than one (1) invoice, a security guarantee to be withheld by the Client from each of the invoices paid, as applicable, as the execution of the Services continues shall be fixed to ten per cent (10%) of the total of the relevant invoice.

The Client may decide to waive the application of this security guarantee once it reaches an amount corresponding to, unless otherwise stipulated in the Specific Conditions, ten per cent (10%) of the Contract total amount, increased or reduced by any additional clauses.

This security guarantee:

- shall be obtained with the full effect of law by the Client after advance notice fifteen days remained unsuccessful, will to the extent necessary to cover the responsibilities of the Service Provider under the Contract.
- shall be returned in full or part, as the case may be, by the Client to the Service Provider, subsequent to the Definitive Acceptance of Services.

The Parties agree that at the express authorisation of the Client, the security guarantee may be replaced by the submission by the Service Provider to the Client of a bank guarantee at first demand (i) issued by a top-rated approved in Morocco, (ii) of an amount corresponding to, in the absence of any stipulations in the Specific conditions to the contrary, ten per cent (10%) of the Contract total amount, increased or reduced by any additional clauses, and (iii) which will remain valid throughout the current period between the date of signature of the Contract and the date of Definitive Acceptance of the Services.

14. CONTRACT TOTAL – REMUNERATION OF SERVICE PROVIDER

14.1 Pricing options

Unless otherwise agreed, the prices representing the Contract total amount are those appearing in the Specific Conditions and provided for in the Service Provider's offer. Without prejudice to the terms of Article 7.3 above opening way to the possibility of the revision of the Contract total amount, the prices representing the Contract total amount are definitive and fixed, and consequently cannot be revised. Unless otherwise stipulated in the Special Conditions, the Contract total amount is labelled in Moroccan dirhams.

Unless stipulated otherwise in the Special Conditions, The Contract total amount is deemed to include all expenses resulting from the activities of the Service Provider, its suppliers, its sub-contractors and all third parties designated by the Service Provider and acting in execution of the Services, including travelling costs, costs of visits, general costs, levies, taxes,

duties, the costs of drafting and editing any document produced by the Service Provider under the terms of the Specific Conditions and, generally, any other expenses incurred by the Service Provider, its suppliers, its sub-contractors and any third parties designated by the Service Provider and acting in execution of the Services.

If the subject of the Contract should so justify, the Specific Conditions could provide for the revision of the prices and the conditions of such revision.

14.2 Obligation to pay the remuneration due to the Service Provider - Compensation

14.2.1 Obligation to pay the remuneration due to the Service Provider

The obligation to pay the remuneration due to the Service Provider fixed by the Contract is conditional upon:

- the conformity of the Services or, as applicable, of the Phases of Execution of the Services provided by the Service Provider under the terms of the Contract; and
- approval by the Client of the Results of the Services or, as applicable, of the results of the Phases of Execution of the Services produced by the Service Provider under the terms of the Contract.

Any deviation of the Service Provider in respect of what is provided for above may give rise to compensation being due under the terms of Article 14.2.2 below.

14.2.2 Compensation

The Client may at any time deduct from the sums due to the Service Provider under the terms of the Contract:

- any penalty and/or indemnity due by the Service Provider to the Client according with the terms of Contract ; and
- any sum which the Client has been required to lay out or to pay for whatever reason, on behalf of the Service Provider, or due to some deviation by the Service Provider within the context of the Contract, on justification of the principle amount and payment if necessary.

14.3 Terms of payment of the remuneration due to the Service Provider under the Contract

14.3.1 Settlement of the remuneration due to the Service Provider in a number of instalments

The Service Provider's remuneration may be settled by the Client paying the Service Provider in line with the progress and completion of the Phases of Execution of the Services in a number of payments expressly defined in the Specific Conditions.

The first instalment may be paid, if the Specific Conditions so provide, as soon as the Contract enters into effect and before execution of the Services has commenced or, where appropriate, from the first Phase of Execution of the Services, and in any such case, shall not exceed twenty per cent (20%) of the remuneration stipulated by the Contract.

The other payments may be made in line with progress and completion, and Provisional Acceptance of the Phases of Execution of the Services undertaken in compliance with the terms of Articles 8.1ff. below, or any other condition for which provision is made in the Specific Conditions.

For each of the payments indicated above, the Service Provider must send an invoice accompanied by any document required by the Specific Conditions. Without prejudice to the terms of Article 14.2.1 above, the payment of each instalment in favour of the Service Provider is subject to approval by the Client of the corresponding invoice, in accordance with the terms stipulated in the Specific Conditions.

Without prejudice to the following paragraph, each of the payments provided for in this Article shall take the form of a bill of exchange, order note, bank transfer or issue of cheque, forty-five (45) Working Days from receipt of the corresponding invoice in compliance with the Specific Conditions, subject to approval by the Client under the terms of this Article.

The last payment due to the Service Provider shall be paid no later than the Definitive Acceptance of the Services and, in any case, subsequent to submission by the Service Provider of all the documents indicated in Article 8.4 above, in compliance with the terms of the Specific Conditions.

14.3.2 Establishing the degree of progress in the Services

If the progress of the Services is applied as a condition for payment of the Contract total amount, the Service Provider will be obliged to establish, under its own responsibility, a status of advance of the Phases of Execution of the Services, given that the payment of the amounts due, as provided for by the Specific Conditions, will take into account the said status.

The Client is obliged to verify the said status in order to approve each invoice presented by the Service Provider.

For the purposes of this verification, the Client may have recourse to an independent expert whose opinions shall be binding on both Parties.

In the absence of stipulations to the contrary in the Specific Conditions, the expert shall be designated by mutual agreement between the Parties. Otherwise, the Parties agree to submit to the International Centre for Expertise of the International Chamber of Commerce (Paris). The expert will be appointed in accordance with its Rules of expertise, at the request of the more diligent Party.

The Party who is not right according to the expert opinion will bear costs associated with such expert opinion.

14.3.3 Taxation

The Service Provider shall comply with the terms of the tax regulations in force in Morocco, particularly in respect of VAT, corporate tax, etc.

The Service Provider's prices shall include all taxes and deductions at source applicable in Morocco over and above the taxes and other deductions at source to which the Service Provider is subject to, as appropriate, including:

- (i) VAT at the rate currently in force (it being understood that at the date of conclusion of the Contract the VAT rate is twenty per cent (20%)); and
- (ii) the deduction at source from the remunerations paid in return for the provision of services by a non-resident service provider at the rate in force (it being understood that at the date of conclusion of the Contract is ten per cent (10)).

Where the applicable Moroccan regulations so permits, the Service Provider shall make tax declaration and pay any tax and any duty in force with neither of the involvement nor participation of the Client.

15. ASSIGNMENT – TRANSFER – SUB-CONTRACTING - CHANGE OF CONTROL – DEATH OF SERVICE PROVIDER AS A PHYSICAL PERSON

15.1 Assignment – Transfer – Sub-contracting - Change of control

The Service Provider may only assign its obligations under the Contract, in whole or in part, sub-contract all or part of its execution or contribute it to an association or a company, with the prior written authorisation of the Client, and shall remain (i) solely responsible to the Client for the complete and proper execution of the Contract in accordance with the terms and set deadlines provided for in the Specific Conditions, and (ii) solely responsible in respect of its sub-contractors for all obligations arising out of its relations with the said sub-contractors. The Client shall be indemnified against any recourse of a sub-contractor against the Client and the Service Provider shall inform its sub-contractors of the preceding arrangement.

The Service Provider shall inform the Client as soon as it gains knowledge of any change of direct or indirect control of the Service Provider or of the assignment of assets involved in the execution of its obligations under the terms of the Contract.

In addition, in the event of any change of direct or indirect control of the Service Provider or assignment of assets involved in the execution of its obligations under the terms of the Contract and which might be prejudicial to the Client, the Service Provider must request the prior written consent of the Client in order for the Client to guarantee a continued execution of the Contract.

In the absence of any such agreement, the Client shall have the option of terminating the Contract with the full effect of law should any of the events indicated above occur, in accordance with the terms provided for in Article 16.1 below.

15.2 Death of the Service Provider as a physical person

If the Contract is concluded with a physical Person, it shall be terminated with the full effect of law by the Client and without payment of compensation if the Service Provider dies.

However, the Client may examine the proposal put forward by the deceased's heirs or assignees if these parties should notify their intention to continue to fulfil the Contract, excluding the possibility of this being interpreted as any commitment on the part of the Client to continue with fulfilment of the Contract.

16. TERMINATION– SUBSTITUTION ON DEFAULT ON THE PART OF THE SERVICE PROVIDER

16.1 Termination

Any default or deficiency on the part of either Party in respect of one of its obligations under the terms of the Contract, with the exclusion of Force Majeure, entitles the Party not in default to issue a warning notice to the other Party by means of registered letter requiring acknowledgement of receipt, requesting the defaulting Party to comply with its contractual obligations.

If the defaulting Party fails to comply with the warning notice within a period of fifteen (15) Working Days, unless otherwise stipulated in the Specific Conditions, counting from the date of reception of the said warning notice, the other Party will then have the option of terminating the Contract with immediate effect and with the full effect of law, without prejudice to any compensation available to the non defaulting Party.

16.2 Substitution on default on the part of the Service Provider

In the event of default by the Service Provider, and without prejudice to the option to terminate the Contract under the terms of Article 16.1 above, the Client reserves the right to warn the Service Provider by means of registered letter with acknowledgement of receipt, requesting the execution of the obligations within a period defined, where appropriate, by the Specific Conditions, which period may be extremely short in the event of a justified emergency.

If the said period should expire, and without prejudice to the application of the penalties which may be imposed for late fulfilment and/or any action for reparation, the Client will be entitled to replace the Service Provider in default for the execution of all or part of its unfulfilled obligations by a third-party. The reasonable cost of this substitution shall be borne entirely by the Service Provider if and to the extent that the Service Provider is liable for.

Failing agreement between the Parties on fixing the reasonable cost of substitution under section above, the Parties agree to have recourse to its setting, to the International Centre for Expertise of the International Chamber of Commerce (Paris). The expert will be appointed in accordance with its Rules of expertise, at the request of the more diligent Party.

The Party who is not right according the expert opinion will bear costs associated with such expert opinion.

17. SUSPENSION OF SERVICES - CANCELLATION OF SERVICES

17.1 Suspension of Services by the Client

Before or after the start of the Services, the Client reserves the right to suspend the execution of the Services by issuing a notification in the form of an Order of Suspension of Service and only making the payments due in respect of that part of the Services completed in compliance with the Contract, including Services in progress, and duly confirmed by the Parties under the terms of the Specific Conditions for which the invoices have been duly validated by the Client.

The process of resuming suspended Services is subject to an Order to Resume Service duly notified by the Client to the Service Provider.

In the case of a suspension extending over a longer period of time, in the absence of any stipulation to the contrary in the Specific Conditions, after four (4) months calculated on the basis of the date of the Order of Suspension of Service and of the Order to Resume Service, the Service Provider is entitled to request the termination by means of registered letter requiring acknowledgement of receipt, without this entitling the Service Provider to the payment of damages and interest, it being understood that the Client is obliged to pay the remunerations due to the Service Provider under the terms of Article 17.2 below.

Any suspension of Services and/or the Contract subsequent to an event of Force Majeure shall not be considered as suspension for the purposes of this Article.

17.2 Cancellation of Services by the Client

The Client reserves the right to cancel all or part of the Services at the end of each of the Services defined in the Specific Conditions and to terminate the Contract, without this entitling the Service Provider to any damages.

It is understood that the Client will pay the Service Provider for the Services it has already provided and which have been subject to a Provisional Acceptance procedure, and for those services that have been rendered but not yet approved by the Client, providing the Service Provider demonstrates that the above said services are fully performed according to the Contract before receiving the written Cancellation of Services by the Client.

18. CONFIDENTIALITY - CONFLICT OF INTEREST

18.1 Confidentiality

The Service Provider recognises that the information which shall be communicated to it by the Client is extremely sensitive and confidential and undertakes, both on behalf of itself and on behalf of its personnel, collaborators, sub-contractors and, generally, all third parties designated by the Service Provider and acting in execution of the Services, to regard and treat as strictly confidential the terms of the Contract and all information and/or elements, including, amongst others, design studies, documents, plans, drawings, devices, parts, patents, professional secrets, etc. which might be communicated to it or of which it might gain knowledge within the context of the Contract, and the data gathered and analyses to which it might proceed (hereinafter "**Confidential Information**") and acknowledges that these elements are the exclusive property of the Client. The Service Provider undertakes to use such Confidential Information solely for the purposes of the Contract.

The Service Provider will not divulge Confidential Information except to its management staff, employees, advisors or authorised agents for whom access to the said Information is necessary within the context of their role in fulfilling their mission, and to the advisors of the Client - on the demand and/or with the express written approval of the Client - strictly to the extent that this is necessary to enable them to fulfil their mission in compliance with these terms, and conditionally on all of these persons being bound to the Service Provider and/or to the Client by a confidentiality commitment similar to that contained in this Contract.

At the Client request, the Service Provider must provide the Client with a confidentiality commitment signed by its personnel, its collaborators, and sub-contractors and, generally, by any third party designated by the Service Provider and acting in execution of the services.

Not to be considered as Confidential Information for the execution of the Contract is information:

- (i) which was in the possession of the Service Provider before being received from the Client;
- (ii) which is or becomes public information for some other reason than the Service Provider failing to observe the terms of the Contract;
- (iii) which the Service Provider might acquire or produce independently, without being in breach of its obligations under the terms of the Contract.

In the event the Service Provider is subject, under any applicable law or by a competent judicial or administrative authority or, more generally, any authority with such power, of some executive deed with the effect of legally obliging the Service Provider to divulge

Confidential Information, in whatever manner, or in any hypothetical situation in which the Service Provider should regard itself as obliged to divulge Confidential Information within the context of some legal or administrative procedure, any such divulging does not constitute a violation of the Service Provider's obligations of confidentiality. Nevertheless, the Service Provider undertakes as far as legally possible (i) to immediately advise the Client of the existence, the conditions and circumstances of any such deed, (ii) to consult the Client on the possibility and chances of obtaining the annulment or limitation of the effects of this deed, (iii) to make every possible effort to obtain from the relevant authorities a commitment that among the Confidential Information which it has proved necessary or opportune to divulge, that information designated by the Client should retain its confidential nature in respect of the Parties.

Except with the express written authorisation of the Client, the Service Provider shall not use for any other end than the purpose of the Contract, Confidential Information supplied to it by the Client, and shall not communicate any such information, data and/or documents to other persons than those with a need to know, in compliance with the terms of the Contract.

All the information supplied by the Client to the Service Provider in material form within the context of the Contract (specifically all documents, comments, reports, memos, etc.) and all reproductions of translations of the said information (specifically all photocopies) in possession of the Service Provider must be returned to the Client or destroyed at the written request of the Client.

However, the Service Provider may retain a copy of the reports submitted to the Client within the context of this Contract and of the documents which have served as the basis for its recommendations for its archives, assuming that (i) the Service Provider is obliged to respect the confidentiality of these copies in conformity with the Contract and (ii) the Service Provider applies all the necessary measures to ensure that any member of its staff or any person with access to the said reports or other documents indicated above is made aware of their strictly confidential nature.

This obligation to observe confidentiality shall remain in force for a period of ten (10) years after the expiry of the Contract.

18.2 Conflict of Interests

The Service Provider shall in its own name and in the name of any person and/or entity which it causes to intervene in the Contract, to have in place rules and procedures aimed at identifying, taking into account and managing potential Conflicts of Interest and to protect the integrity of its relations with the Client.

The Service Provider's employees must comply with these rules and procedures and may not commit any act which might directly or indirectly be prohibited by the said rules and procedures.

The Service Provider declares that at present it has no Conflict of Interests and expressly undertakes to inform the Client of any Conflict of Interests which proves to arise in the course of execution of the Contract, to the extent that this information is permitted by its obligations of confidentiality, specifically those arising out of the applicable laws and regulations, and to take all appropriate remedial measures, specifically not to initiate or accept any mission for the supply of consultancy or other services in favour of any third party which might place it in a situation of conflict of Interests. It is understood that the Service Provider's commitment

not to have any Conflict of Interests within the context of this paragraph will expire on the date of Definitive Acceptance of the Services or Termination of the Contract.

19. FORCE MAJEURE

Neither of the Parties shall be deemed to be at fault for failure to fulfil its contractual obligations where such failure is attributable to an event of Force Majeure.

The Party confronted with an event of Force Majeure must, as quickly as possible, apply the measures appropriate for alleviating its own incapacity to itself fulfil its contractual obligations. The Party confronted with an event of Force Majeure must, as quickly as possible, notify the other Party by means of registered letter requiring acknowledgement of receipt of the occurrence of the said event and of the measures to be undertaken to limit its effect on its contractual obligations, and to restore normal conditions.

In the event of delay or failure to fulfil due to Force Majeure, the non-affected Party may not claim from the affected Party any penalty, interest or any other compensation of whatever kind in respect of the prejudice it has suffered and which is strictly attributable to the instance of Force Majeure event.

Should the Force Majeure event extend, in the absence of any stipulation to the contrary in the Specific Conditions, beyond a period of three (3) months, either Party may, with the full effect of law, terminate the Contract or decide to suspend its obligations until the normal situation is restored, by means of registered letter requiring acknowledgement of receipt.

20. MISCELLANEOUS REQUIREMENTS

20.1 Notification

Any information, notification or communication (including Service Orders) which must be or may be delivered in execution of the terms of the Contract shall, take the form either of registered letter requiring acknowledgement of receipt or physical delivery of a letter against receipt, or by fax or e-mail confirmed by a registered letter requiring acknowledgement of receipt or physical delivery of letter against receipt, delivered under the conditions (recipients, addresses, etc.) required under the Specific Conditions.

However, it is agreed between the Parties that on-going exchanges between the Client and the Service Provider relating to the execution of the Services may be undertaken by e-mail.

Notifications delivered by means of registered letter requiring acknowledgement of receipt are deemed to have been received on the date of receipt of the letter or, failing this, official notice of delivery by the postal service. Notifications taking the form of fax or e-mail confirmed by registered letter with acknowledgement of receipt are deemed to have been received on the day of receipt of the fax or e-mail, as long as the date of receipt of the registered letter required to confirm the fax or email is no later than five (5) Working Days from the date of receipt of the fax or email. Notifications delivered physically are deemed to have been handed over on the relevant date of receipt.

For any change to be considered valid, each of the Parties must advise the other Party of any change of address, e-mail, fax number or recipient, in compliance with the above procedure and within a period of two (2) weeks from the date on which this change has taken place.

20.2 No-Waiver

No tolerance, inaction or inertia on the part of a Party may be interpreted as waiving of its rights under the terms of the Contract.

20.3 Non-applicability of conditions

Any provision of this Agreement which is held invalid, void or illegal will not, in any way, affect, impair or invalidate any other provision of this Contract, and such other provisions will remain in full force and effect, unless such other provisions are an integral part of such provisions, or can clearly not be separated from those provisions invalidated or deemed inapplicable.

The Parties will replace in good faith the invalid, void or illegal provision with a valid and legal provision that is as close as possible to the commercial substance of the invalidated provision.

21. APPLICABLE LAW

The Contract is governed and interpreted in accordance with Moroccan law.

22. SETTLEMENT OF DISPUTES

In the event of any contestation arising in respect of the validity, interpretation or execution of the Contract or of the related commitments ("**Dispute**"), the Parties shall attempt to settle their differences amicably within a period of thirty (30) days from the notification by the more diligent Party to the other Party.

In the absence of any such amicable settlement and on expiry of the set period, the Parties agree to submit the Dispute exclusively and finally to the arbitration in Paris (France) under the rules of Conciliation and Arbitration of International Chamber of Commerce in Paris ("ICC" Paris), by three arbitrators appointed in accordance with the said Rules.

The language to be used in the arbitration proceeding shall be English.

SECTION II - SPECIFIC CONDITIONS

23. OBJECT OF THE CONTRACT

The purpose of this Contract is the technical assistance of Masen by the Service Provider with respect to the study “Power to Hydrogen in Morocco: Energy storage and other potential applications” as described in the Request for Proposal attached as annex 1.

At a preliminary point, the words mentioned in capital letter and not otherwise defined have the meaning set forth in the Request of Proposal attached as annexe 1.

24. EXTENT OF SERVICE PROVIDER'S INTERVENTION

In response to the objectives and specific requirements expressed by the Client, the extent of the Service Provider's intervention will encompass the following missions:

- **Mission A:** Hydrogen usage analysis: energy storage and other applications, divided in four sections:
 - **Section 1:** Markets trend, status and share by applications (“**Section A.I**”);
 - **Section 2:** Hydrogen main usages (“**Section A.II**”);
 - **Section 3:** Zoom on Moroccan context (“**Section A.III**”);
 - **Section 4:** Recommendations and final report (“**Section A.IV**”);
- **Mission B:** Hydrogen technology analysis, divided in four sections:
 - **Section 1:** Overview of hydrogen production technologies (“**Section B.I**”);
 - **Section 2:** Overview of hydrogen storage and transport technologies (“**Section B.II**”);
 - **Section 3 :** Focus on Electrolyser Technologies (“**Section B.III**”);
 - **Section 4:** Recommendations and final report (“**Section B.IV**”);
- **Mission C :** Technical assistance to perform specific assignments as needed and as defined by Masen

Mission C is optional and will be conducted by the Service Provider only upon the Client's request.

The Service Provider recognizes and accepts that he shall collect all the necessary information to ensure the success of the missions.

The detailed scope of Services and the Deliverables associated with each Service are set out in detail in Article 25 below.

25. CONTENT OF SERVICES–DELIVERABLES AND RELATED ELEMENTS

25.1 Mission A: Hydrogen usage analysis: energy storage and other applications

25.1.1 Content of the Section A.I

Section A.I shall correspond to the analysis of markets trend, status and share, as defined in article 2.3.1.1 of the Request of Proposal attached in annex 1.

25.1.2 Deliverables of the Section A.I

The Deliverables related to Section A.I shall correspond to the deliverables defined in article 2.3.1.1 and in article 2.3.1.4 of the Request of Proposal attached in annex 1.

25.1.3 Content of the Section A.II

Section A.II shall correspond to the analysis of the hydrogen main usages, as defined in article 2.3.1.2 of the Request of Proposal attached in annex 1.

25.1.4 Deliverables of the Section A.II

The Deliverables related to Section A.II shall correspond to the deliverables defined in article 2.3.1.2 and in article 2.3.1.4 of the Request of Proposal attached in annex 1.

25.1.5 Content of the Section A.III

Section A.III shall correspond to the realization of a zoom on Moroccan context, as defined in article 2.3.1.3 of the Request of Proposal attached in annex 1.

25.1.6 Deliverables of the Section A.III

The Deliverables related to Section A.III shall correspond to the deliverables defined in 2.3.1.3 and 2.3.1.4 of the Request of Proposal attached in annex 1.

25.1.7 Content of the Section A.IV

Section A.IV shall correspond to the preparation of the recommendations and final report, as defined in article 2.3.1.4 of the Request of Proposal attached in annex 1.

25.1.8 Deliverables of the Section A.IV

The Deliverables related to Section A.IV shall correspond to the deliverables defined in article 2.3.1.4 of the Request of Proposal attached in annex 1.

25.2 Mission B: Hydrogen technology analysis

25.2.1 Content of the Section B.I

Section B.I shall correspond to the realization of an overview of hydrogen production technologies, as defined in article 2.3.2.1 of the Request of Proposal attached in annex 1.

25.2.2 Deliverables of the Section B.I

The Deliverables related to Section B.I shall correspond to the deliverables defined in article 2.3.2.1 and in article 2.3.2.4 of the Request of Proposal attached in annex 1.

25.2.3 Content of the Section B.II

Section B.II shall correspond to the realization of an overview of hydrogen storage and transport technologies, as defined in article 2.3.2.2 of the Request of Proposal attached in annex 1.

25.2.4 Deliverables of the Section B.II

The Deliverables related to Section B.II shall correspond to the deliverables defined in article 2.3.2.2 and in article 2.3.2.4 of the Request of Proposal attached in annex 1.

25.2.5 Content of the Section B.III

Section B.III shall correspond to the realization of a focus on Electrolyser Technologies, as defined in article 2.3.2.3 of the Request of Proposal attached in annex 1.

25.2.6 Deliverables of the Section B.III

The Deliverables related to Section B.III shall correspond to the deliverables defined in article 2.3.2.3 and in article 2.3.2.4 of the Request of Proposal attached in annex 1.

25.2.7 Content of the Section B.IV

Section B.IV shall correspond to the preparation of the recommendations and final report, as defined in article 2.3.2.4 of the Request of Proposal attached in annex 1.

25.2.8 Deliverables of the Section B.IV

The Deliverables related to Section B.IV shall correspond to the deliverables defined in article 2.3.2.4 of the Request of Proposal attached in annex 1.

25.3 Mission C: Technical assistance to perform specific assignments as needed and as defined by Masen

25.3.1 Content of mission C

The Client may request the assistance of the Service Provider on technical aspects, which are outside the scope of work considered for Mission A and B.

The purpose of the Service Provider intervention cannot be precisely defined at the time of entry into force of the Contract, the Parties agree that the purpose of each of the Services for which Client will, if necessary, request the services of the Service Provider shall be determined by the Client by sending a request for a defined Service along with, where appropriate, a request for a price quote.

The completion of the service subject to the Client's request is conditioned, as applicable, by the approval, at its own discretion, by the Client and KfW of the submitted price quotation.

The tasks related to mission C will be realized in accordance with article 2.3.3 of the Request of Proposal attached as annex 1 and Technical offer of the Service Provider attached as annex 2, if any.

25.3.2 Deliverables of mission C:

Deliverables related to this service will depend on the nature of the Services required by the Client in accordance with Article 2.3.3 as it shall be provided for.

26. SUBMISSION OF REPORTS

The Service Provider shall comply with Deliverables detailed in section 25.

At the Client's request, some Deliverables may be submitted in two (2) hard copies and electronic format.

27. HUMAN RESSOURCES

27.1 Required competence

The Service Provider's team dedicated to the execution of this Contract shall be composed in compliance with the Service Provider's offer attached as Annex 2.

Mr. [●] will be responsible of the project.

27.2 Conditions for replacing personnel

Except in the case where the Client has decided otherwise, no change may be made to the personnel designated to provide the Services. If for reasons out of the control of the Service Provider it should be necessary to replace one of the members of such personnel, the Service Provider shall designate a person of equal or superior qualifications subject to the approval of the Client which may only be withheld in case of an important reason. The Client will have a period of five (5) days from notification of the replacement operated by the Service Provider to notify its refusal, or to request additional information on the identity or competence of the designated person. Otherwise, the Client will be deemed to have accepted the replacement.

If the Client notifies the Service Provider that it is not satisfied with the performance of a member of the designated personnel, stating reasons, the Service Provider has a period of no more than eight (8) days to designate a replacement with at least equivalent qualifications and experience, to be submitted for the approval of the Client, with the latter having a period of five (5) days from notification of the replacement undertaken by the Service Provider to notify the latter of its refusal, or to request additional information on the identity or competence of the person concerned. Otherwise, the Client will be deemed to have accepted the replacement.

The Service Provider shall not submit requests for payment of additional costs arising out of the withdrawal or replacement of personnel, unless the replacement has taken place in response to an unjustified demand on the part of the Client.

28. CLIENT'S OBLIGATIONS

28.1 Designation of the Client's teams

The Client shall designate to the Service Provider a person responsible for coordinating and monitoring the performance of the Services by the Service Provider.

28.2 Availability of the Client's teams

The Client undertakes to use its best efforts to ensure that those responsible for monitoring the various Services are sufficiently available to allow them to work effectively with teams of Service Provider.

28.3 Availability of internal documents

To enable the Service Provider to carry out the Services, the Client shall make available to teams (Client and Service Provider) all the internal documentation necessary for performing the Services assigned to the Service Provider.

29. MONITORING PROCEDURES OF THE SERVICE EXECUTION - STEERING COMMITTEE

29.1 Release of Deliverables and periodic meetings

The Service provider shall transmit to the Client all Deliverables as they are prepared in compliance with the schedule of implementation agreed in Article 30 below.

At the request of the Client or the Service Provider, periodic meetings will be required to monitor the performance of the Services. The invitations for these meetings must be sent within five (5) business days before the date of such meetings.

Each meeting will be formalized by a meeting report prepared by The Service Provider and transmitted to the other party within five (5) business days from such meeting date. The content of meeting minutes must be approved by the other party within five (5) days from the transmission date.

29.2 Steering committee

A steering committee will be established by the Client from the date of entry into force of the Contract. The steering committee composed of internal members of Masen.

The steering committee is responsible of the:

- approval of the general guidelines related to the Services;
- approval of the Deliverables corresponding to the Services;
- decision making in relation to the proposed options;
- the resolution of potential blocking points.

29.3 VERIFICATION AND APPROVAL OF REPORTS PROCEDURES

The steering committee will be in charge of verifying and reviewing all Deliverables made by the Service Provider and checking their compliance with the requirements of the Contract. The Client will have ten (10) business days from the date of approval of the minutes of each meeting referred to in article 29.1 above.

30. EXECUTION DEADLINE AND LATE PENALTIES

30.1 EXECUTION DEADLINES

The deadlines of execution of each Service are presented in the table below:

Deliverables	Date
<u>Mission A: Hydrogen usages analysis: energy storage and other applications</u>	
<i>D1.1: Markets trend, status and share report</i>	T0 + 3 weeks
<i>D1.2: Hydrogen main usages report</i>	T0 + 4 weeks
<i>D1.3: Zoom on Moroccan context report</i>	T0 + 6 weeks
<i>D1.4: Recommendations and final report</i>	T0 + 8 weeks
<i>D1.5: Presentation in Power Point</i>	T0 + 8 weeks
<i>D 1.6 : Results of surveys report</i>	T0 + 8 weeks
<u>Mission B: Hydrogen technology analysis</u>	
<i>D 2.1: Overview of hydrogen production technologies report</i>	T0 + 3 weeks
<i>D2.2: Hydrogen storage and transport technologies overview report</i>	T0 + 3 weeks
<i>D2.3: Focus on Electrolyser report</i>	T0 + 5 weeks
<i>D2.4: Economic analysis report</i>	T0 + 5 weeks
<i>D2.5: Final report including recommendation</i>	T0 + 8 weeks
<i>D2.6: Presentation in Power Point version and synthesis in Word version of the final version of the Report</i>	T0 + 8 weeks

T0 refers to one day after the date of notification of the Service Order of Mission A and B.

Any delay within the indicated time period of six (6) to eight (8) months expected in the planning mentioned above, including foreseen services, will not lead to extra-costs for the Client.

Execution deadlines for Mission C will be agreed jointly between the Parties.

30.2 PARTICIPATION TO MEETINGS AND/OR WORKING SESSIONS AND / OR APPOINTMENTS PENALTIES

In accordance with article 10.1 above, the penalties for repeated failure to participate by the Service Provider or its designated representatives or members in the project team meetings and/or work sessions and/or appointment under the Contract are set at an individual amount of 1/1000th of the total Contract amount per day of delay.

31. BREAKDOWN OF THE TOTAL AMOUNT

The total amount of the Contract covering all the Services is capped at the global amount of [●] inclusive of all taxes that correspond to:

(if the Service Provider is domiciled in Morocco)

- [●] dirham excluding VAT, will be borne by KFW;
- [●] dirham corresponding to VAT, will be borne by Masen;

(if the Service Provider is domiciled outside Morocco)

- [●] Euros excluding VAT, withholding tax and any other applicable taxes, will be borne by KFW;
- [●] Euros correspond to withholding tax, will be borne by Masen notwithstanding Article 14.3.3;
- [●] Euros correspond to VAT, will be borne by Masen notwithstanding Article 14.3.3.

In accordance with the financial offer of the Service Provider attached in Annex 2, the breakdown of the total amount of the Contract is as follows:

Mission A

	Currency			
Mission A : Hydrogen usages analysis: Energy storage and other applications	[●]	[●]	[●]	[●]

Mission B

	Currency			
Mission B : Hydrogen technologies analysis	[●]	[●]	[●]	[●]

If the Client wishes to entrust the Service Provider with the performance of Mission C, the following amounts will be applied, in accordance with the financial offer of the Service Provider attached in Annex 2:

Position	Currency			
Junior consultant	[●]	[●]	[●]	[●]
Senior consultant	[●]	[●]	[●]	[●]

The total remuneration of the Service Provider under the Mission C is limited to 50% of the total amount of Mission A and B DH HT/Euros excluding any applicable taxes.

The breakdown of total amount of the Contract is detailed in the financial offer of the Service Provider attached in Annex 2.

It is expressly agreed that the remuneration of the Service Provider will be based on the Services actually performed and in accordance with its financial offer.

32. INVOICING TERMS

The Service Provider must present each invoice in two (2) original established in the name of the Client.

Each invoice must mention (i) the amount excluding any applicable taxes (ii) the amount of the VAT and (iii) the amount of withholding taxes, if applicable, relating thereto.

It is expressly agreed that the amount excluding any applicable taxes of each Service will be paid directly by KFW to the Service Provider. The VAT and the withholding tax, if applicable, will be borne by Masen.

32.1 Mission A and B

The Service Provider shall send after the Provisional Acceptance of Phases execution or tasks specified in the financial offer attached in Annex 2, the corresponding invoice.

For additional duties, notified to the Client and accepted by him, that may occur in the context of the Mission A and B; the Service Provider will provide the Client with the corresponding invoices immediately after completion.

Such invoice shall include details of the tasks performed by the Service Provider.

The Service Provider shall not apply any extras to the hours worked over the weekends or to hours worked after a certain number of hours during the day.

32.2 Mission C

The Service Provider shall send to the Client every (1) month the detail of time spent by the team on the Services performed under mission C.

Billing shall be every two (2) months through an intermediary invoice issued by the Service Provider to the Client. Such invoice shall include details of the time spent by the Service Provider on the Services performed under mission C and the expenses incurred by the Service Provider.

The Service Provider shall not apply any extras to the hours worked over the weekends or to hours worked after a certain number of hours during the day.

Fees and expenses include travel fees, accommodation, telephone, fax, printing and reproduction of documents, as well as all other reasonable expenses necessary to the execution of the Services.

33. PAYMENT TERMS

Payments due to the Service Provider will be made pursuant to the terms of article 14.3 above, and subject to the approval of the invoice issued by the Service Provider in terms of section 32 above.

The amounts payable to the Service Provider pursuant to this Contract shall be paid in the bank account indicated in the corresponding invoices by the Service Provider within forty-five (45) business days after the approval by the Client of the corresponding invoice and after deducting, in accordance with article 14.2.2, any sum owed by the Service Provider to the Client under the Contract.

The payment of sums due to the Service Provider will be net of the amount of the security guarantee as provided for in section 13.3 above.

34. THE SERVICE PROVIDER COMMITMENTS

34.1 The Service Provider will in no way be authorized to substitute for the Client in its relations with third parties or in the operation of its services and undertakes to just provide advice to the Client.

The Services Provider will keep the Client constantly informed of the relations he will have to maintain with third parties for the performance of the Services. To this end, a copy of all correspondence relating to the performance of the Services must immediately be sent to the Client.

For each Service, the Client will specify or confirm the interventions he excepts from the Service Provider, without this giving rise to the right to additional remuneration for the benefit of the Service Provider.

34.2 Furthermore, the Service Provider irrevocably refrains, throughout the duration of the Contract, from requesting, accepting, making, granting and promising illegal payment.

Any breach of the provisions of this clause constitutes a ground for termination of the Contract, as of right and without prior notice by the Client, without prejudice to his rights to damages.

In addition, in the event of termination under this article, the sums paid to the Service Provider will be immediately and without prior notice reimbursed by the latter to the Client.

35. CONDITIONS FOR EXPERT INTERVENTION

The expert to whom the Client may have recourse, as required, under the terms of Article 14.3.2 above will be mutually designated by the Service Provider and the Client.

36. ENFORCEMENT - TERM OF CONTRACT - TERMINATION

This Contract comes into force on the date of its signature by the Parties and is automatically terminated on Definitive Acceptance of the Services under the conditions provided for by the Contract.

In compliance with the terms of Article 16.1 above, the Contract may be terminated by either Party in the event of non-fulfilment of one of its obligations by the other Party, on delivery of a warning notice as a registered letter with acknowledgement of receipt to the defaulting Party having produced no effect over a period of eight (8) Working Days from the date of such notification.

This termination shall be effective without prejudice to any damages available to the non-defaulting Party.

37. PROTECTION OF PERSONAL DATA

The Service Provider undertakes to guarantee the secrecy, security and confidentiality of personal data as defined by Law No. 09-08 on the protection of individuals with regard to the processing of personal data communicated to him by the Client in the context of this Contract and / or of which he may have become aware of it during the execution of this Contract (the "Data").

For this purpose, the Service Provider undertakes to:

- take all necessary precautions, in order to preserve the security of the Data, in particular to prevent them from being deformed, damaged and prevent any access not previously authorized by the Client;
- treat the Data only within the framework of instructions and authorization received from the Client;
- treat the Data exclusively and exclusively within and under this Contract;
- not to use the services of a subcontractor, except that the latter is previously and expressly authorized by the Client and acts under the responsibility and control of the Service Provider. This subcontracting must be carried out under a contract incorporating the provisions of this article and submitted to the prior approval of the Client and to ensure compliance with the obligations subscribed by the Service Provider. It is the sole responsibility of the Service Provider to ensure that the subcontractor provides sufficient guarantees to ensure the implementation of the obligations to which the Service Provider has committed;
- respect its obligation of secrecy, security and confidentiality, during all maintenance and remote maintenance operations, carried out within the Service Provider's premises or any other company involved in the processing;

- take all security measures, including physical and logical, to ensure the preservation and integrity of the processed Data;
- implement appropriate technical and organizational measures to protect the Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, as well as any other form of unlawful processing;
- take all measures to prevent misuse, malicious or fraudulent use of the Data processed;
- at the expiration or termination of this Contract for any reason whatsoever, destroy the Data and computerized or manual files or any medium on which the Data appears.

In addition, the Services Provider is prohibited from:

- to disclose, in any form whatsoever, all or part of the Data as well as the computerized or manual files or any medium on which the Data appears;
- to use all or part of the Data as well as the computerized or manual files or any medium on which the Data appear, on its behalf or on behalf of third parties, for professional, personal or private purposes other than those defined in this Contract ;
- to take copy or store, in whatever form and purpose, all or part of the Data as well as the computerized or manual files or any medium on which the Data appears.

In addition, the Service Provider undertakes:

- at the Client's first request to provide evidence, that he has the organizational and technical means to ensure compliance with his obligations under this article;
- to cooperate with the Client in all circumstances likely to affect the respect by the Service Provider of his obligations under this article;
- to inform the Client immediately in case of loss or alteration of all or part of the Data or any event affecting the security and / or confidentiality of all or part of the Data;
- to enable the Client or any person authorized by the latter and provided that this person is not a competitor of the Service Provider, to carry out any audit to verify that the Service Provider complies with its obligations under this article. the Service Provider undertakes to cooperate in good faith and without reservation with the auditors as soon as it is notified of the completion of an audit;
- to implement at its expense and without delay any corrective measures outlined in the audit report;
- to inform the Client as soon as he becomes aware of a control of the CNDP.

The Service Provider acknowledges that in the event of a breach of its obligations as defined in this article:

- that his responsibility may be criminally liable;

- that he may be held liable to the Client for any damage that may be caused as a result of the breach, as well as for the payment of compensation for the damage suffered;
- that the Client may terminate this Contract immediately and without compensation in favor of the Service Provider without prejudice to damages to which he could claim.

The Service Provider undertakes to respect and to enforce the respect of all the obligations mentioned in this article by its management and personnel.

38. LANGUAGE FOR PROVISION OF SERVICES

The Services shall be provided exclusively in English. However, the Service Provider will provide assistance for the translation in French whereas the translation itself shall be in the responsibility of the Client.

39. NOTIFICATION

Any information, notification or communication which must or may be delivered in fulfilment of the terms of the Contract shall take the form either of a registered letter with acknowledgement of receipt, or by fax or e-mail confirmed by a registered letter with acknowledgement of receipt addressed to:

- (i) Client :
For the attention of Mr. Tarik Hamane
at the address indicated at the head of the Contract
Telephone: +212 537 57 45 50
E-mail: t.hamane@masen.ma
- (ii) Service Provider:
For the attention of Mr [●]
at the address indicated at the head of the Contract
Telephone: [●]
Fax: [●]
E-mail: [●]

Nevertheless, the Parties agree that on-going exchanges between the Client and the Service Provider relating to execution of the Services may be undertaken by e-mail.

40. REFUND DOMICILIATION CLAUSE

All refunds, deposit, guarantee or other payments as well as all insurance payments to which the Client would be entitled under this Contract will be made to the credit account with KFW,, on behalf of Masen, KFW will credit them to the latter. If such payments are made in dirhams, they will be credited to a special Masen account in Morocco, which can only be disposed of with the consent of KFW. These amounts may be reused for the realization of the Purpose by mutual agreement with KFW.

Signature Page

[●] on [●] in 2 (two) original copies:

MASEN

[●]

By: Mr. Mustapha Bakkoury
Position: President

By: [●]
Position: [●]

Annexe 1. Request For Proposal

Annexe 2. technical and financial offer of the Service Provider

Annexe 3. Declaration of undertaking

Reference name of the Application/Offer/Contract: ("TECHNICAL ADVISORY SERVICES FOR THE STUDY "POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS")²

To: MASEN

1. We recognise and accept that KfW only finances projects of MASEN subject to its own conditions which are set out in the Funding Agreement it has entered into with Masen. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. Masen retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or Morocco;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by Masen or a shareholder controlling the Masen, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a Masen's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of Masen;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for Masen;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Masen, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures

implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by Masen and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit Masen and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by Masen and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Bidder shall attach a power of attorney from the Bidder.