



ORIONTEK INNOVATIONS LLC and the Customer (defined below) having entered into the following End User Cooling Services Agreement (the "Agreement") on date mentioned below.

OWNER

TENANT

Agreement Date (dd / mm / yy)

SECTION 1 – PREMISE DETAILS

Table with 3 columns: Premises Type (Residential, Commercial, Retail), Community Name, Building Name / Number, Street Name / Number, Unit Number.

SECTION 2 – CUSTOMER INFORMATION

Table with 3 columns: Customer First Name, Emirates ID Number, Passport Number; Customer Surname Name, Expiry Date; Primary Mobile Phone Number, Secondary Mobile Phone Number, E-mail Address.

CUSTOMER INFORMATION – IF A COMPANY

Table with 4 columns: Company Name, Country of Incorporation, Trade License Number, Trade License No. Expiry Date.

SECTION 3 – CUSTOMER BILLING INFORMATION – If different to SECTION 1

Table with 3 columns: Billing Address, P.O. Box Number, Emirates / Estate, Country. Includes checkbox for 'Tick if same as SECTION 1 – Premise Details'.

SECTION 4 – REGISTRATION DOCUMENTS REQUIRED – copies of ALL to be submitted with the Agreement

Table with 4 columns: I AM A TENANT, PROVIDED, I AM AN OWNER, PROVIDED. Lists required documents like End User Agreement, Tenancy Contract, Ejari, Passport, Trade License, Security Deposit.

SECTION 5 – CUSTOMER DECLARATION

I / We confirm that we have read this Agreement, understand it and agree that:

- 1. By signing this Agreement I am / We are entering into an Agreement with the Service Provider...
2. All information and documentation that I / We have provided...
3. I / We will pay the security deposit and all Charges...
4. I / We have carefully read, understood and agree to be bound by the Terms and Conditions...

SUBMIT YOUR SIGNED COMPLETED FORM ALONG WITH ALL DOCUMENTS TO WE CARE@ORIONTEKI.COM

Table with 2 columns: SIGNATURE OF CUSTOMER / AUTHORIZED SIGNATORY, DATE (dd / mm / yy).

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SECTION 6 – TERMS AND CONDITION FOR THE SUPPLY OF COOLING SERVICES
1. Definitions

British Thermal Unit ("BTU") means the measurement of the energy content used in the chilled water system;

BTU Meter means a device which measures energy usage in BTUs;

Capacity Charge means the charge levied by the DCP for providing connectivity to the Cooling Services which is calculated on the basis of the Refrigeration Tonnage (RT) or Net Floor Area (NFA) at the prevailing Capacity Charge rate (AED / sq. ft.);

Consumption Charge means the monthly charge to the Customer for the Ton Hours (TR-Hrs) used in the preceding month as measured by the cooling meter and calculated at the prevailing Consumption rate (AED / RTH);

Cooling Services means the services provided by the DCP;

Customer means the person owning and/or residing in the Unit and being the contractual partner of the Service Provider with regard to this Agreement; **District Cooling Provider ("DCP")** means the provider of chilled water for the purposes of air-conditioning of the Unit;

Fuel Sur-Charge means charges by a utility provider to adjust the electricity and water tariff for all DCP customers;

Force Majeure means (i) any act of God including but not limited to fire, flood, earthquake, wind storm or another natural disaster, (ii) any act of any sovereign, (iii) terrorist attacks, war, invasion, an act of foreign enemies, hostilities, labour dispute including but not limited to strike, lockout or boycott, (iv) the actions of any government authority or regulation, (v) interruption or failure of utility service including but not limited to electric power, gas, water or telephone services (vi) a pandemic or epidemic, (vi) any other matter or cause beyond the control of the Parties.

Heat Loss means the net decrease in BTUs within a given space by heat transmission through spaces around windows, doors, etc.

Invoice means the bill sent by the Service Provider to the Customer reflecting the amount the Customer needs to pay for chilled water services;

Language All notices or other communications under or in connection with this Agreement shall be in English.

Metering Services means the administration of BTU Meters (i.e. reading, validation, billing, and customer service), the maintenance of BTU Meters as well as the receipt and handling of payments the Service Provider under this Agreement;

Owner means the owner of the Unit;

RT means Refrigeration Ton;

2. Provisions of Metering

The Service Provider's responsibility shall be strictly limited to the provision of Metering Services. In particular, the Service Provider shall not be responsible for any kind of Cooling Services, the actual provision of utilities and/or the chilled water rates set by the DCP.

3. Term

This Agreement shall commence on the date the Customer signs this Agreement or the contract start date, whichever is earlier, and shall continue until it is either lawfully terminated by the Service Provider in accordance with Clause 12 hereof or terminated by the Customer upon transfer / handover of the Unit in favour of a new Owner and/or resident of the Unit.

4. Change in Occupant of Unit

If a Unit is sold by the current Owner or vacated by the current tenant, as the case may be, without the Service Provider being requested to issue a no-objection certificate prior to such incident, the Customer shall remain responsible for all charges up until the date a new Customer registers with the Service Provider; and signs a new district cooling metering services

end-user agreement with the Service Provider. Such an agreement will not be signed with a new customer until all outstanding charges are settled. The Owner shall be responsible for paying the Capacity Charge directly.

5. Terms of Payment

5.1 The Customer shall receive an Invoice reflecting amongst others, the monthly Consumption Charge, meter administration fee, and any other applicable fee. The Invoice shall be paid on or before the due date mentioned in the Invoice.

5.2 In case of pre-payment, the Customer shall pay the annual pre-payment as set out in Schedule 1 "Charges" of this Agreement upon the Customer signing this Agreement for amounts to be billed during the initial 12 (twelve) month period and annually thereafter in advance upon receipt of a pre-payment notification for the next 12 (twelve) period. If, however, it becomes obvious (which will be determined by Service Provider) at any time within a 12 (twelve) month period that the billed amounts will exceed the amount of the annual pre-payment, the Service Provider shall have the right to request a further pre-payment for the remainder of the 12 (twelve) month period.

5.3 If the accuracy of the BTU Meter reading or equipment is in dispute and if, after investigation, the BTU Meter is found to be faulty, balance payment shall be settled in the next Invoice.

5.4 In the event of delayed payment in either payment mode, the Customer shall be immediately notified and a late payment fee shall apply as set out in Schedule 1 "Charges" of this Agreement and Clause 6.4 hereof. Should the Customer not settle all outstanding payments after having been notified.

5.4.1 The first reminder shall be issued by the Service Provider within 7 (seven) days of notification of non-payment.

5.4.2 A second reminder shall be sent after 14 (fourteen) days of notification of non-payment, identifying the disconnection;

5.4.3 A third reminder shall be sent after 21 (twenty-one) days of notification of non-payment, identifying the disconnection process and giving notice that services may be disconnected if the Invoice remains unpaid;

5.4.4 The Service Provider shall notify the concerned party after 30 (thirty) days of notification of non-payment, which may lead - at the discretion of the concerned party - to the immediate suspension of the chilled water services and/or disconnection of chilled water to the Unit by the concerned party.

5.4.5 Prior to reconnection, all outstanding payments need to be settled in full plus payment of associated reconnection fees set out in Schedule 1 "Charges" of this Agreement.

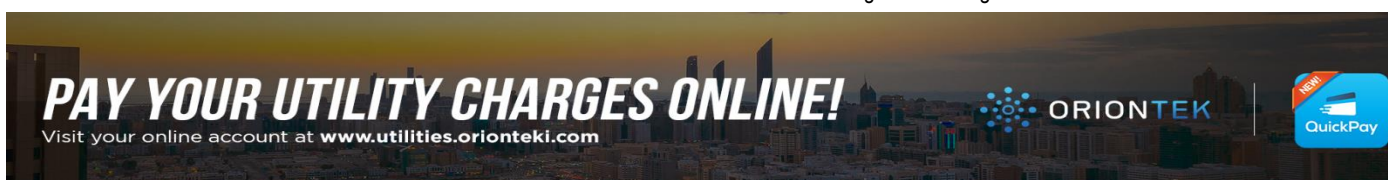
5.4.6 All amounts are exclusive of all taxes, VAT and other applicable government levies.

5.4.7 **Collection Costs** - The Customer hereby agrees to pay the Service Providers costs of collection as often as such costs may be incurred, of any amounts which may become payable to the as a result of the customer not paying for services when due. Such costs shall include, but not limited to administrative fees for preparation of legal notices, fees charged by a collection agency, attorney's fee, and court costs.

6. Charges

The Customer shall be obliged to pay the charges as set out in Schedule 1 "Charges" of this Agreement (some of which are further defined below) as well as the following charges, all of which may be amended from time to time by the Service Provider:

6.1 **Connection Fee:** This fee shall be paid by the first and any future Owner upon signing a district cooling metering services end-user agreement with the Service Provider as set out in Schedule 1 "Charges" of this Agreement.



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- 6.2 Account Registration Fee / Transfer Fee: This fee shall be paid by the Customer upon signing this Agreement as set out in Schedule 1 "Charges" of this Agreement.
- 6.3 Meter Administration Fee and Meter Maintenance Fee: These fees shall be paid by the Customer monthly as set out in Schedule 1 "Charges". The Service Provider will notify any changes 4 weeks in advance.
- 6.4 Late Payment Fee: This fee shall be paid by the Customer in case of Clause 5.4.2 hereof and as set out in Schedule 1 "Charges" of this Agreement.
- 6.5 Reconnection Fee: This fee shall be paid by the Customer as set out in Schedule 1 "Charges" of this Agreement in case of reconnecting the service after disconnection due to non-payment.
- 6.6 Changes in Cost: The Service Provider shall be entitled to pass on to the Customer all costs and expenses incurred in complying with any relative changes in the law.
- 6.7 BTU Meter Inspection Fee: If a BTU Meter inspection is requested by the end user and the BTU Meter is found to be faulty, the Service Provider shall bear the costs for inspection. If the BTU Meter is found to be in working order, the costs of the inspection shall be paid by the Customer and be added to the next month's Invoice.

7. Refundable Security Deposit

The Customer shall pay to the Service Provider an initial refundable deposit as set out in Schedule 1 "Charges" of this Agreement. If there is an increase in charges as set out in Clause 6 hereof, the Service Provider shall be entitled to ask the Customer to pay an additional deposit(s). The Service Provider shall have the right to apply the deposit against any amounts owed or outstanding from the Customer at any time. If there are no amounts owed or outstanding upon the termination of this Agreement, the deposit shall be refunded to the Customer within 15 (fifteen) working days of the payment of the final bill.

8. Failure of BTU Meter

Should the BTU Meter fail for whatever reason, the Service Provider shall repair or change the BTU Meter at the earliest opportunity. The Service Provider shall make an estimate of chilled water used during the period the BTU Meter is out of commission and the Customer shall be liable for paying such estimates.

9. Consumption Charges During Maintenance

If the BTU Meter is removed for maintenance, repair or inspection, Consumption shall be calculated in accordance with Clause 8 hereof.

10. Contact Information

The Customer shall be responsible for providing the Service Provider with updated contact information for billing purposes including email, mobile, telephone, fax, and postal address.

We have read this Agreement carefully, understand it completely and agree to all of it.

11. Access

A representative of the Service Provider shall have access to the Unit at all reasonable hours, for the purpose of inspecting the Customer's installation and examining, repairing or removing BTU Meters with respect to the Unit.

12. Sanctions

In addition to the Service Provider's other rights under this Agreement, if the Customer:

- 12.1 Fails to pay in full any amount owed the Service Provider as set forth in Schedule 1 "Charges" of this Agreement or in Clause 6 hereof,
- 12.2 Fails to comply with the requirements under Clause 5 hereof,
- 12.3 Fails to pay community service charges applicable to the Unit by the due date,
- 12.4 Tamper with the BTU Meter or associated equipment, or attempts to do so, or
- 12.5 Otherwise fails to comply with any obligation under this Agreement,

The Service Provider shall have the right to terminate this Agreement and use the Customer's deposit to pay in full, any outstanding amount owed as well as notify the concerned party, which may lead - at the discretion of the concerned party - to the immediate suspension of the chilled water services and/or disconnection of chilled water to the unit by the concerned party.

13. Liability

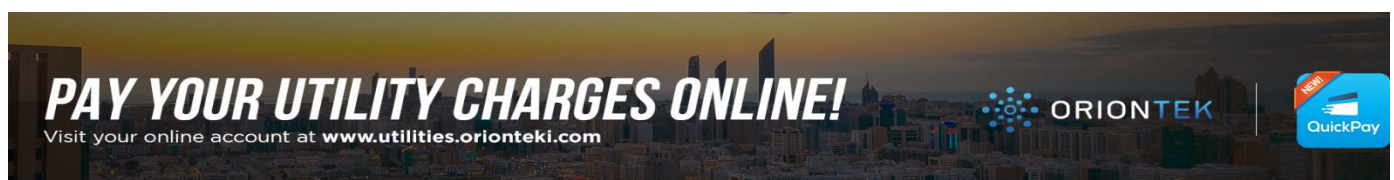
The Customer shall indemnify and hold the Service Provider harmless of any claims, damages, and losses arising out of or in connection with the Customer's failure to comply with the terms of this Agreement. In no event shall the Service Provider be liable to the Customer for any direct, indirect, special or consequential loss or damage of any kind, including but not limited to, loss of revenue or loss of anticipated profits. The Service Provider shall not be liable for any suspension or disruption of the chilled water services, any disconnection of chilled water and/or any loss or damage arising therefrom.

14. Assignment


The Service Provider shall have the right to assign this Agreement or any part thereof to any third party without the consent of or prior notification to the Customer. The Customer shall not be entitled to assign this Agreement or any part thereof without the prior written consent of the Service Provider.


15. Legal Effects, Governing Law & Jurisdiction

This Agreement shall be legally binding once signed by both parties and shall be subject to the laws of the Emirate of Abu Dhabi and the applicable laws of the United Arab Emirates. The Abu Dhabi Courts shall have non-exclusive jurisdiction to hear and determine any dispute arising hereunder.



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SCHDEULE 1 - CHARGES					
CHARGES UPON SIGNING OF THE AGGREEMENT	RATE (AED) (exclusive of VAT and other Taxes)	OWNER		TENANT	
		No	Yes	No	Yes
Meter Installation Connection Fee	AED 200		✓	✗	
Account Registration Fee / Transfer Fee	AED 200 (upon move-in)		✓		✓
REFUNDABLE SECURITY DEPOSITS - (payable upon move-in and signing of this agreement)	AED 2,000 (Residential Studio / 1 bedroom apartment)		✓		✓
	AED 3,000 (Residential 2 bedroom apartment)		✓		✓
	AED 4,000 (Residential 3 bedroom apartment)		✓		✓
	AED 7,000 (Residential 4 bedroom apartment)		✓		✓
	AED 7,000 (Villa / Townhouse)		✓		✓
	AED 10,000 (Retail & Office)		✓		✓
OTHER CHARGES		OWNER		TENANT	
		No	Yes	No	Yes
Consumption Rate	Rate as advised by Chilled Water Service Provider.				
Capacity Rate (where applicable)	Rate as advised by Chilled Water Service Provider and subject to Tenancy Agreement		✓		Subject to the tenancy agreement
Meter Administration Fee	AED 30 – monthly end user		✓		✓
Meter Replacement Fee	Cost-plus 10%		✓	✗	
Late Payment Fee	AED 50 one time + 1% on the monthly outstanding (12% per annum)		✓		✓
Fuel Surcharge (if applicable)	Invoiced rate as per Chilled Water Service Provider		✓		✓
Heat Loss (if applicable)	Invoiced rate as per Chilled Water Service Provider		✓		✓
Reconnection Fee	AED 500 (if disconnected due to non-payment)		✓		✓
Returned / Bounced Cheque Fee	AED 50		✓		✓
Statement of Account	Free		✓		✓
Final Bill Fee (move-out)	AED 100 – before move-out		✓		✓
NOC fee	AED 150 – payable for resale		✓	✗	

For inquiries, please call the 24/7 Contact Center: 800 67466835 (ORIONTEK)

International: +971 2 403 6944 or via email: wecare@orionteki.com

Download your Statement of Account online via

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