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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Mr. Charles Hayes Peterson

2. Registration Number
7264

3. Primary Address of Registrant
1086 Los Altos Avenue, Los Altos, CA 94022

4. Name of Foreign Principal
Emirates Nuclear Energy Company

5. Address of Foreign Principal
IRENA Building
Masdar City, Abu Dhabi
UNITED ARAB EMIRATES P.O. Box 112

6. Country/Region Represented
UNITED ARAB EMIRATES

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Owner of nuclear power plants

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: Licensed and regulated by the UAE Federal Nuclear Regulatory Agency

Item 10(b) Owned: Abu Dhabi owns a majority share of ENEC.

Item 10(b) Controlled: Controlled through majority ownership.

Item 10(b) Financed: Construction was financed by Abu Dhabi

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/27/2023	Charles Hayes Peterson	/s/Charles Hayes Peterson

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Date	Printed Name	Signature
27 APRIL 2023	CHARLES HAVES PETERSON	CHPeterson

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Mr. Charles Hayes Peterson	7264

3. Name of Foreign Principal
Emirates Nuclear Energy Company

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 01/30/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide legal advice and teach nuclear law.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide legal advice.
Teach nuclear law.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/27/2023	Charles Hayes Peterson	/s/Charles Hayes Peterson

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EXECUTION

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Date	Printed Name	Signature
27 APRIL 2023	CHARLES HAYES PETERSON	CHPeterson

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CONSULTANCY SERVICES AGREEMENT

AMONG

EMIRATES NUCLEAR ENERGY COMPANY

AND

Charles Peterson

Reference No. 30022912

☒ **NEW CONTRACT**
☐ **CONTRACT RENEWAL**

START DATE 01 JANUARY 2023
END DATE 31 DECEMBER 2023

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Consultancy Services Agreement

THIS AGREEMENT is dated 26 January 2023

BETWEEN:

(1) **Emirates Nuclear Energy Company**, a company established by Abu Dhabi Law, whose registered office P.O. Box 112040, IRENA Building Masdar City, Abu Dhabi, UAE (the **Company**); and

(2) **Charles Peterson**, an individual whose address is United States of America (the **Consultant**).

The Company and the Consultant shall be referred to herein either individually as a **Party** or collectively as the **Parties**.

WHEREAS:

(A) The UAE has initiated the Nuclear Program.

(B) The Parties acknowledge that the following objectives have been established for the Nuclear Program:

(a) The Nuclear Program will make the potential benefits of nuclear energy available to the people of the UAE and will incorporate the principles of:

(i) Complete operational transparency

(ii) The highest standards of non-proliferation

(iii) The highest standards of safety and security

(iv) Conformance with IAEA standards

(v) Working with governments and firms of responsible nations as well as with the assistance of appropriate expert organizations

(vi) An approach that best ensures long-term sustainability

(b) Compliance with UAE international treaty obligations, legal requirements and international undertakings with regard to the Nuclear Program (collectively the **UAE Nuclear Policy Objectives**).

(C) The Company is a partially-owned corporate vehicle of the Government of Abu Dhabi with the mandate to operate, maintain, and manage the nuclear reactors for the peaceful purpose of power generation.

(D) The Company is pursuing the operation of a fleet of four nuclear power generating units and related facilities (the **Project**).

(E) The Consultant is a **Nuclear Advisor (30022912)**

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(F) The Consultant's Work location will be **HQ-Abu Dhabi or Remote** depending on business requiremnt. Work Location can be changed based on business requirement.

(G) The Company has agreed to appoint the Consultant to carry out the Services on the terms set out in this Agreement.

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Consultancy Services Agreement

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

(a) **Affiliate** means, in relation to the Company, any other party that directly or indirectly controls or is controlled by or is under common control with such party. For the purposes of this definition **control** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other party, whether through the ownership of voting shares, by contract or otherwise, and **controls** and **controlled** shall be interpreted accordingly.

(b) **Applicable Laws** means any and all written and unwritten laws, treaties, regulations standards, decrees, rules, decisions, judgments, orders, injunctions, authorisations, directives and/or other legal requirements of any governmental authority which are or may become during the currency of this Agreement applicable to the performance of the Services.

(c) **Compensation** means the fee or fees, together with any in-kind compensation, specified in Schedule 1 payable or otherwise to be provided by the Company to the Consultant in respect of the Services.

(d) **Confidential Information** has the meaning ascribed to it in Clause 10.

(e) **Deliverables** means the deliverables to be supplied by the Consultant to the Company as part of the Services or as agreed between the Parties from time to time.

(f) **Export Control Laws** means the US Atomic Energy Act of 1954, the US Arms Export Control Act, and the US Export Administration Act of 1979, and any other similar law that seeks to regulate exports to protect a country's national security interests.

(g) **Good Industry Practice** means the practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced consultant of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances.

(h) **Consultant's Materials** means any property of the Consultant (other than any Project Materials).

(i) **Project** has the meaning ascribed to it in the recitals to this Agreement.

(j) **Project Materials** means any works and materials created, developed, written or prepared by the Consultant, in relation to, or as part of, the performance of the Services (whether individually, collectively or jointly with the Company and on whatever media) including the Deliverables and any computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Consultant's ordinary correspondence, know-how, methodology and tools.

(k) **Project Representative** has the meaning ascribed to it in Schedule 1.

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(l) **Services** means the services (including provision of the Deliverables) to be provided by the Consultant under this agreement including, without limitation, those identified in Schedule 1; and **UAE** means the United Arab Emirates.

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Consultancy Services Agreement

1.2 Interpretation:

In this agreement, references to a party to this agreement include references to the successors or assigns (immediate or otherwise) of that party.

(a) Clauses 1.1 and 1.2 apply unless expressly defined or set out otherwise.

(b) The headings in this agreement do not affect its interpretation.

(c) The schedules and appendices to this agreement form part of it and any reference to **Clauses**, **Schedules** or **Appendices** means a clause, schedule or appendix to this agreement respectively.

(d) The word **includes** or **including** shall mean including without limitation.

1.3 If there is any conflict or inconsistency between a term in the main part of this agreement and a term in any of the Schedules or Appendices or other documents referred to or otherwise incorporated into this agreement, the term in the main part of this agreement shall prevail to the extent of the conflict or inconsistency.

2. SERVICES

2.1 With effect from the contract start date, the Company hereby appoints the Consultant to perform the Services and the Consultant hereby accepts the appointment to perform the Services in accordance with this agreement.

2.2 The Consultant shall perform the Services and shall carry out its other duties and obligations as follows:

(a) In accordance with Good Industry Practice

(b) In accordance with this Agreement

(c) In accordance with all Applicable Laws

(d) In accordance with UAE Nuclear Policy Objectives

(e) In the absence of an agreed time frame, proceeding regularly and diligently

3. TERM

This agreement shall commence on the contract start date and shall continue until **12 months** unless terminated earlier pursuant to clause 11 of this Agreement.

4. TIME FOR PERFORMANCE

The Consultant shall perform Services within a time to be agreed by the Parties in writing, or, failing such written agreement, within a reasonable time given the nature and extent of the Services.

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5. CONSULTANT'S UNDERTAKINGS

The Consultant represents, warrants and undertakes to the Company that:

(a) The agreement, upon execution, will constitute a valid and legally binding agreement of the Consultant enforceable against the Consultant in accordance with its terms.

(b) The Consultant possesses all requisite certificates, authorisations and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services and will comply with all Export Control Laws.

(c) The Consultant will, at all times during the performance of the Services, keep acquainted with and comply with all regulations, procedures and codes of practice at any location where the Consultant is performing the Services.

(d) The Consultant has the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services on the terms set out in this agreement.

(e) The Consultant will comply with the requirements specified in Schedule 1 and will provide the Services with the care, skill and diligence required in accordance with this Agreement.

(f) Unless specifically authorised in writing by the Company, the Consultant shall not have any authority to incur expenditure in the name or for the account of the Company or hold out in any way as having authority to bind the Company.

(g) The Consultant will not accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with the Services, and will immediately give the Company details of any such commission, gift, benefit or inducement which may be offered.

6. THE COMPANY'S OBLIGATIONS

6.1 The Company shall:

(a) Provide the Consultant with any information and documents as the Consultant may reasonably request or which is necessary or advisable for the proper performance of the Consultant obligations under this agreement.

(b) Use its reasonable efforts to allow the Consultant such access to the Company's premises and to such other premises and property as is necessary to perform the Services during normal business hours; provided that the Company reserves the right (at its sole discretion) to refuse entry to the Consultant.

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

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7. PAYMENT

7.1 In consideration for the Consultant performing the Services on the terms of this agreement, the Company shall pay or provide to the Consultant the Compensation and expenses, if any, in accordance with the terms of Schedule 1. The Compensation as set forth on Schedule 1 shall be inclusive of all charges, disbursements and taxes of any nature whatsoever and, unless otherwise agreed in writing by the Company, shall constitute all amounts to be paid to Consultant in connection with the performance of the Services.

7.2 The Consultant shall be entitled to render invoices no more frequently than once per month in accordance with Schedule 1 and payment of any sums due shall be made, subject to Clause 7.3, and unless the Parties agree otherwise, within 30 days following the receipt of the invoice, provided that an invoice shall be deemed to be properly rendered only once the Consultant has submitted all documents reasonably required by the Company to support each invoice.

7.3 If any invoiced amount is subject to a bona fide dispute between the Company and the Consultant, the following provisions shall apply:

(a) The Company shall pay to the Consultant, in accordance with Clause 7.2, all amounts not disputed in good faith by the Company.

(b) The Company shall notify the Consultant within 14 days after the date on which any applicable fees or other amounts are due of any disputed items and shall describe in reasonable detail the Company's reasons for disputing each item.

(c) Within seven days after the Consultant has received the notice referred to in clause 7.3(b), the Parties shall seek to reach settlement on the items that are the subject of the dispute.

7.4 The Company shall reimburse the Consultant for all expenses, if any, of the types identified in Schedule 1 which are properly and reasonably incurred by the Consultant in the provision of the Services provided that the Company may require the Consultant to provide appropriate receipts or any other reasonable evidence of such expenditures.

7.5 The fees specified in Schedule 1 may not be increased without the prior written consent of the Company.

7.6 The Company shall have the right to deduct from any monies due or which may become due to the Consultant, any monies or sums recoverable from the Consultant to the Company in respect of any claims against the Consultant.

7.7 Payment by the Company shall be without limitation to any claims or rights which the Company may have against the Consultant and shall not constitute any acceptance by the Company of the performance by the Consultant of its obligations hereunder.

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8. PROJECT MANAGEMENT

8.1 The Consultant will prepare and submit any reports (including any Deliverables) and supply any information relating to the Services as may from time to time be reasonably required by the Company, in the format reasonably required by the Company.

8.2 The Consultant shall ensure that while the Consultant is on the Company's premises, the Consultant will observe and comply with all applicable rules and regulations relating to health, safety and security.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company. The Consultant agrees that the Consultant shall not acquire any rights in those proprietary products, materials and methodologies whether under this agreement or otherwise.

9.2 All (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Company and shall vest in the Company unconditionally and immediately on the Project Materials having been created, developed, written or prepared.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

10.1 The Consultant undertakes to the Company and for the benefit of each of the Company's Affiliates (who shall be entitled to enforce the terms of this Clause 10) to treat as confidential all Confidential Information. **Confidential Information** means all information of whatever nature relating wholly or partly to the Services or the affairs of the Company or its Affiliates which:

(a) Is supplied by or on behalf of the Company to the Consultant, in writing or orally and whether before or after the date of this agreement.

(b) Is obtained by the Consultant, in writing or orally, through or following discussions with the management, employees, agents, advisers or partners the Company or an Affiliate thereof.

(c) Is acquired by observation or attendance by the Consultant, at the offices or other premises of the Company.

(d) Consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Consultant, and which contain or are derived from or otherwise reflect any information described in Clause 10.1(a) to Clause 10.1(c).

10.2 The Consultant may only use the Confidential Information for the purposes of this Agreement.

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10.3 This Clause 10 shall not apply to any information which:

(a) At the time of its supply by (or on behalf of) the Company is in, or subsequently comes into, the public domain, except through breach of any of the undertakings set out in this agreement.

(b) Is already in the lawful possession of the Consultant.

(c) Subsequently comes lawfully into the possession of the Consultant from a third party who does not owe the Company an obligation of confidence in relation to it.

(d) Is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including any securities exchange); provided that, to the extent reasonably practicable, the Party required to make such disclosure shall consult in advance with (and take into account the reasonable requests of) the Company on the proposed form, timing, content and purpose of the disclosure.

10.4 The Consultant undertakes that the Consultant shall not, without the prior written consent of the Company permit or authorise the making of any reference to this agreement or to the Services or to the Company or its Affiliates' business operations, marketing and/or other plans. Any request by the Consultant to make any such reference shall be made in writing to the Company and shall be accompanied by a copy of the proposed reference and details of the time and medium for advertisement or announcement together with such other information or documentation as the Company may request.

10.5 Without affecting any other rights or remedies that the Company may have, the Consultant acknowledges that a person with rights under this Clause 10 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Consultant hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other equitable relief in favour of the Company or any Affiliate thereof may be an appropriate and necessary remedy for any threatened or actual breach of the terms of Clause 10.

10.6 This Clause 10 shall remain in full force and effect notwithstanding any termination or expiry of this agreement.

11. TERMINATION

11.1 Either Party shall be entitled to terminate this agreement without cause at any time on giving the other Party not less than sixty days' prior written notice of termination.

11.2 Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this agreement immediately by written notice to the other if the other Party is in material breach of any of its obligations under this agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven days after receiving written notice requiring it to remedy that breach.

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11.3 If either party terminates this agreement pursuant to Clause 11.1 or if the Consultant terminates this agreement under Clause 11.2, the Company shall pay the Consultant the proportion of the outstanding fees and expenses as specified in Schedule 1 payable for the time properly and necessarily spent on the Services prior to the effective date of termination.

11.4 If the Company exercises its rights of termination under Clause 11.1, it shall not be liable to the Consultant for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Consultant and resulting from such termination. In any event, under no circumstances shall the Company be liable to the Consultant for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) as a result of termination of this agreement.

11.5 Upon expiry or termination, as the case may be, of this agreement, the Consultant shall promptly deliver to the Company, upon its request, all Project Materials, Deliverables (in any state of completion) and Confidential Information together with any books, papers, materials and other related property relating to the business of the Company or relating to this agreement or the Services that are in the Consultant's possession or under the Consultant's control.

11.6 Any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

12. LIABILITY

12.1 The total liability of the Consultant for claims arising under this Agreement shall be limited to the amount of fees paid to the Consultant under this Agreement. Such limitation of liability shall not apply in cases of fraud, corrupt practices or gross negligence on part of the Consultant.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 The Consultant may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this agreement without the prior written consent of the Company, which may be withheld or delayed in its absolute discretion.

13.2 Nothing in this agreement shall prevent or restrict the Company from assigning, sub-licensing, transferring, creating a charge over or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under this agreement to an Affiliate of the Company. The Company shall not assign any part of its rights or obligations under this agreement, other than to an Affiliate, without the consent of the Consultant (such consent not to be unreasonably withheld).

14. CONFLICT OF INTEREST

Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, for the duration of this agreement, except with the prior written consent of the Company, the Consultant shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or

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procure the provision of any consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations under this agreement.

15. NOTICES

15.1 Any notice or other document to be served under this agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile to the Party to be served at its address set out in the preamble of this agreement or in Schedule 1 or as otherwise agreed between the Parties.

15.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and despatched (as the case may be) in accordance with Clause 15.1.

16. GENERAL

16.1 No partnership or agency

Nothing in this agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

16.2 Counterparts

This agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this agreement.

16.3 Waiver

The rights of each Party under this agreement:

(a) May be exercised as often as necessary

(b) Are cumulative and not exclusive of rights or remedies provided by law

(c) May be waived only in writing and specifically

Delay in exercising or non-exercise of any such right is not a waiver of that right.

16.4 Amendments

Any amendment of this agreement shall not be binding on the Parties unless set out in writing, expressed to amend this agreement and signed by each of the Parties.

16.5 Severability

If any term of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

(a) The legality, validity or enforceability in that jurisdiction of any other term of this agreement; or

(b) The legality, validity or enforceability in other jurisdictions of that or any other provision of this agreement.

16.6 Further assurance

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Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this agreement.

16.7 Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this agreement.

16.8 Language

(a) Any notice given in connection with this agreement must be in English.

(b) Any other document provided in connection with this agreement must be in English; or (unless the Parties otherwise agree) accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document.

16.9 Third Party Rights

Except as expressly stated herein, a person who is not a party to this agreement may not enforce any of its terms.

16.10 Whole Agreement

(a) This agreement, the documents referred to in it and any agreements relating to this agreement entered into on the date of this agreement between the Parties contain the whole agreement between the Parties relating to the transactions contemplated by this agreement and supersede all previous agreements between the Parties relating to those transactions.

(b) Subject to Clause 16.10(c), each Party acknowledges that in entering into this agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this agreement. Each Party waives all rights and remedies which, but for this Clause 16.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

(c) Nothing in Clause 16.10(b) limits or excludes any liability for fraud.

17. GOVERNING LAW AND ARBITRATION

17.1 This agreement and the relationship between the Parties shall be governed by, and construed in accordance with, the laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi.

17.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this agreement or the breach, termination or validity hereof (a **Dispute**) shall be finally settled in accordance with the rules promulgated by the Abu Dhabi Commercial Conciliation and Arbitration Centre (the **Rules**). Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Confidential Information. It is hereby agreed that:

(a) The seat of the arbitration shall be the city of Abu Dhabi.

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(b) There shall be three arbitrators, each Party selecting one arbitrator within 15 days after the claimant commences the arbitration by giving written notice of the arbitration and the third (and presiding) arbitrator selected by the two arbitrators so selected within 30 days after their appointment. If the two arbitrators cannot agree on the third arbitrator within such 30 day period, the third arbitrator shall be appointed in accordance with the Rules.

(c) The language of the arbitration shall be English.

(d) The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision.

(e) The award in such arbitration shall be final and binding upon the Parties and judgment thereon may be entered in any court having jurisdiction for its enforcement.

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Consultancy Services Agreement

SCHEDULE 1

SCOPE OF SERVICES

Scope of Services describes, without limitation, the nature of the Services to be executed by the Consultant pursuant to this Agreement. It is intended to provide a summary and general description of the Services and to highlight factors of particular importance which the Consultant must take into account in performing the Services. Scope of Services shall be regarded as the minimum Services or minimum standards of performance required to be executed or satisfied by the Consultant under this Agreement. This scope of Services shall not be taken to comprise all of the Consultant's obligations under this Agreement, which must be construed in light of this Agreement read in its entirety.

Subject only to Variation Instructions, any part or aspect of the Services not expressly detailed in the documents furnished to the Consultant or not specified in this Agreement but necessary for the proper performance and completion of the Services according to the provisions of this Agreement and internationally accepted economic and demographic consulting practices and necessary to ensure that the Services are fit for the purpose for which they are intended shall be performed by the Consultant and are deemed to be included in, and to form part of, the Services.

Scope of Work

- Teach Enterprise legal team on contracts. MD would like 80% of Chuck's time on teaching and mentoring.
- Use Prime Contract and previous case studies for the teaching
- Help with closing the Prime Contract
- Support the FFF and AFF contract
    - Review and critique the contract development work to date
    - Act as a consultant to the legal team
    - Review the final contract
- Support on EUP contracts
    - Support existing contract modifications
    - Write new contracts with CNNC and others
- Chuck will be able to perform the activities that are currently done by Alfred

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This scope of Services shall not be taken to comprise all of the Consultant's obligations under this Agreement, which must be construed in light of this Agreement read in its entirety.

Services not specified in this Agreement but necessary for the proper performance and completion of the Services shall be performed by the Consultant and are deemed to be included in, and to form part of, the Services.

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Consultancy Services Agreement

COMPENSATION AND EXPENSES

- The Consultant's rate will be USD320 per hour
- Based on business needs, monthly limit of 80 hours per month while working outside of UAE and 120 hours per month while working in the UAE.
- Travel hours will be paid at a rate of USD320 per hour up to a maximum of 8 hours per journey inbound and 8 hours per journey outbound from UAE.
- The Company will provide residence visa and health insurance, if required, for the Consultant during the period of engagement in order for Consultant to facilitate performance of the Services in the UAE.
- For any Company business travel outside UAE, required Accommodation and Flights (business class) of the Consultant will be paid by the company directly as per HC Policy.
- The Consultant has no right to claim for the end of service.

PROJECT REPRESENTATIVE

The Project Representative for the Company shall be:

Name: Dr. Mohamed Abdalla Chookah

Job Title: Nuclear Fuel Management Vice President

Address: P.O. Box 112040

Abu Dhabi, UAE

Email: mohamed.chookah@enec.gov.ae

The Project Representative may be changed from time to time by the Company by submitting in writing to the Consultant the name and contact information of a new Project Representative.

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Consultancy Services Agreement

WHEREAS the Parties have hereby caused their duly authorised representatives to execute and deliver this Agreement on the date first above written.

SIGNATORIES

For and on behalf of **Emirates Nuclear Energy Company**

Name: Ahmed Jasem Al Shamsi

Signature: .....

Title: Enterprise Chief Human Capital Officer

By: Charles Peterson

Signature: .....

Email Address: Charles@Peterson.net

Phone Number:

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