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Note: Edits/Modifications in this file are underlined.



DIWAN & PARTNERS

ATTORNEY & LAW FIRM

Confidential
3 August 2025

Saudi Center for Commercial Arbitration
8th Floor, 7982 King Fahd Branch Road - Almutamarat
Postal code: 12711-4183
Riyadh, Saudi Arabia
Telephone: +966 920003625

Mr. Mohammed al-Yousef,

On behalf of my client, Tawsea (Public Shareholding Company), we are submitting the attached arbitration request in accordance with Article 5 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules. Attached to this request is a copy of the power of attorney from Tawsea to represent the company in arbitration proceedings. A copy of the arbitration request has been sent to SCCA and another copy to the Respondent, and the required filing fees have been paid.

Sincerely,

For the Claimant

Lawyer Muneera al-Mubarak



Enclosures:

- Arbitration request with exhibits
- Power of attorney
- Proof that the arbitration request has been sent to the Respondent with expedited delivery

Carbon copy:

Metro Limited Contracting and Technology (Limited Liability Company)



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ATTORNEY & LAW FIRM

Request for Arbitration

**Under Article 5 of the Saudi Center for Commercial Arbitration
2023 Arbitration Rules**

**Tawsea (Public Shareholding Company)
“Claimant”**

v.

**Metro Limited Contracting and Technology (Limited Liability
Company)
“Respondent”**

Introduction

1. Whereas **Tawsea (“Claimant”)** is a public shareholding company in charge of the management and development of the **Nouran City Project**, a smart city that makes heavy use of technology to improve residents’ quality of life, it contracted with **Metro Limited Contracting and Technology**, a limited liability company, (“**Respondent**”) but the latter breached its contractual obligations. The two Parties entered into a contracting agreement to carry out design, supply, and installation work for smart electricity meters as part of the first phase of the Nouran City Project. Another contract was later signed with the same company to supply smart traffic signals, but the Respondent breached its obligations, which resulted in significant losses for the Claimant due to the disruption of the project. Tawsea sought to resolve the dispute amicably, but the Respondent rejected all attempts at an amicable resolution. Consequently, the Claimant had no other option but to file a request for arbitration.
2. The Request for Arbitration pertains to a claim by Tawsea for compensation based on the contracting agreement between the Parties for the design, supply, and installation of meters (**Contract No. 1**). Tawsea has incurred significant losses as a result of the Respondent’s breach of its agreed obligations. It also pertains to a compensation claim in accordance with Clause 4 of the smart traffic signal supply contract as a result of the Respondent’s delay in the performance of its contractual obligations.
3. **The Request for Arbitration is divided into seven sections as follows:**
 - I. Names of the Parties and Their Representatives
 - II. Facts of the Dispute
 - III. The Arbitration Agreement
 - IV. Applicable Law
 - V. Procedural Matters
 - VI. Formation of the Arbitral Tribunal
 - VII. Claimant’s Requests



I. Names of the Parties and Their Representatives:

Claimant: Tawsea (Public Shareholding Company)	Respondent: Metro Limited Contracting and Technology (Limited Liability Company)
Claimant's representative: Riad al-Jaber - Company CEO. Address: 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom Telephone: 2214400767 Email: r.aljaber@tawsea.com	Respondent's representative: Sarah Adam - Company CEO. Address: 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps Telephone: 007083366222 Email: saraadam@mlimited.com
Claimant's legal representative: Diwan & Partners, pursuant to the power of attorney attached to the Request for Arbitration Address: 666 Al Tital Street, 40th floor, P.O. Box 376, Al-Wadi, Desert Kingdom Telephone: 003224494211 Email: m.almubarak@Diwan.com	

II. Facts of the Dispute

1. Tawsea (Public Shareholding Company) was established in 2021, with registration number 15546, on the sidelines of the Desert Kingdom Smart City Development Summit held in the same year, which aimed to develop cities using a data-driven approach, enabling these cities to save energy and become more responsive to the needs of their residents. With this direction in mind, the Claimant Company was established by a number of investors with considerable capital to enable it to work on projects aimed at improving residents' quality of life.
2. Metro Limited Contracting and Technology Limited Liability Company ("**Respondent**") was established in 2002 as a contracting company with registration number 12900. It later added technology activities in 2020. The company has completed a large number of engineering and construction projects, including the construction of residential, commercial, and industrial buildings, infrastructure works such as roads and bridges, and renovation, maintenance, and real estate development work. These activities also include comprehensive project management and providing the necessary engineering, architectural, and consulting services.
3. The Parties met on the sidelines of the Smart Cities Conference held in Shade City. This conference is a high-level global platform that brings together governments, decision-makers, technology companies, investors, and business leaders, with the aim of showcasing the latest smart solutions and fostering exchanges of practical experience in the areas of sustainable transformation, technology, artificial intelligence, and future infrastructure. The Claimant's CEO, Mr. Riad al-Jaber, met with the Respondent's CEO, Ms. Sarah Adam, to discuss potential avenues for collaboration. The Claimant then invited the Respondent to visit Desert Kingdom to explore opportunities for the Parties to do business and collaborate.
4. During the visit, the Claimant made a presentation explaining the challenges the company faces in the Nouran City Project, including population growth, pressure on public services, traffic congestion, and the multi-ethnic and multi-national character of the area. The Parties also conducted a field visit to the Project site, following which they signed a memorandum of understanding to establish a framework for preliminary cooperation.
5. On 5 March 2024, the Parties signed a contract for the design, supply, and installation of 80,000 smart electricity meters with a total value of USD 4 million ("**Contract No. 1**"). This Project is enormous in cost and scope, covering vast areas that include residential, industrial, and agricultural zones. Implementation will take place in several phases to reduce potential risks arising from technical malfunctions or design errors by testing each phase separately. This will also facilitate more precise quality monitoring at each stage (**Claimant Exhibit 1**).
6. On 11 February 2025, prior to the announcement of the completion of the first phase of the smart electricity meter project – as a result of the Claimant's confidence in the Respondent's competence, and with the aim of accelerating project completion and integrating its overlapping

phases – the Parties entered into an additional contract (“**Contract No. 2**”) for the supply of smart traffic signals with a total value of USD 2 million (**Claimant Exhibit 2**). This contract was made because the components of the city’s smart infrastructure are interrelated. Under it, the Respondent was obligated to supply the smart signals in accordance with the approved delivery schedule for the Nouran City Project as a whole in alignment with the street layout and zoning for Nouran Smart City, no later than 1 May 2025.

7. On 29 March 2025, the Claimant sent an email to the Respondent inquiring whether the work was progressing in accordance with the agreed timeframes, and about the expected date for supplying the smart signals, given that any delay in supplying them would disrupt the integration of the infrastructure, hinder the execution of other works associated with the second phase of the Project, and expose the Claimant to operational risks and contractual obligations toward third parties (**Claimant Exhibit 3**). The Respondent, however, was extremely dilatory in replying and did not provide any explanation or specify an expected delivery date for the signals.
8. The Claimant was later surprised, during the commissioning process, to discover that the smart meters supplied and installed by the Respondent suffered from a serious defect: they were bilingual, with a user interface and instructions limited to Arabic and English only without including the Nabataean language, a language spoken by minority communities engaged in agriculture in Desert Kingdom (**Claimant Exhibit 4**). This constitutes a fundamental breach of the technical specifications and normal or special usage, especially given that these meters are intended for use in agricultural and residential areas predominantly inhabited by locals who speak neither English nor Arabic, making it difficult for residents to understand the instructions and impeding the proper use of the meters (Claimant Exhibit 5). This puts the Claimant in a highly awkward position. In addition, this breach caused the Claimant significant institutional harm, especially following the issuance of an official decision from the Municipal Council mandating Nabataean as an essential language for the provision of local services. This imposed a legal and moral obligation on the Claimant that it was unable to fulfill due to the Respondent’s default (Claimant’s Exhibit 6).
9. On 1 August 2025, the Claimant sent a notice of arbitration to the Respondent in view of the Respondent’s breach of its contractual obligations under the two contracts signed between them. The Claimant hereby submits this Request for Arbitration pursuant to Article 11 of the rules of the Saudi Center for Commercial Arbitration.

III. The Arbitration Agreement

10. The Claimant is referring this dispute to arbitration based on the arbitration agreement under Clause 21-6 of Contract No. 1 dated 5 March 2024 and Clause 10 of Contract No. 2 dated 11 February 2025, both with the Respondent and stating as follows:

1. The Parties agree that any dispute, disagreement, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be resolved through negotiations and amicable means of dispute resolution applicable to FIDIC Yellow Book contracts. Failing an amicable resolution of the dispute, either party has the right to resort to arbitration in accordance with the 2023 Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA Rules”).
2. The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the nomination of the third arbitrator to chair the tribunal. The presiding arbitrator must be proficient in English and an expert in the manufacture and/or trading of smart equipment used in smart cities in general.
3. The language of arbitration shall be Arabic.
4. The seat of arbitration shall be the city of Al-Wadi in Desert Kingdom.

IV. Applicable Law

11. Pursuant to Clause 4.1 of Contract No. 1 and the legal nature of Contract No. 2, the law applicable to the subject matter of the dispute is the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the matter is outside the scope of CISG, the UNIDROIT Principles of International Commercial Contracts (2016 version) are the proper reference.

V. Procedural Matters

a. Place of arbitration and law applicable to the arbitration proceedings

12. As stated in Article 10 of the contract, Desert Kingdom is the place of arbitration, and the law applicable to the arbitration proceedings is the Desert Kingdom arbitration law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.

b. Arbitration rules



13. The above-mentioned arbitration agreement states that the applicable arbitration rules are the Arbitration Rules of the Saudi Center for Commercial Arbitration that took effect on 1 May 2023.

c. Language of arbitration

14. The language of arbitration is Arabic, as stipulated in the arbitration agreement.

VI. Formation of the Arbitral Tribunal

15. Under Article **21-6** of Contract No. 1 and Article 10 of Contract 2, the arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the nomination of the third arbitrator (the presiding arbitrator). The Claimant nominates as its arbitrator in this arbitration case Mr. Jehad Nouraddin from the Expert Office for Legal Consultancy, address: 57 al-Turath Street, Desert Kingdom. Telephone: 009603988789. Email: J.Nouraddin@outbook.com

VII. Claimant's Requests

The Claimant petitions the arbitral tribunal to issue its award as follows:

- 1- Accept this arbitration case arising from the Respondent's breach of two related contracts.
- 2- Compel the Respondent to compensate the Claimant in the amount of USD 1,500,000 as a result of its breach of obligations to supply smart electricity meters according to the agreed specifications.
- 3- Compel the Respondent to compensate the Claimant in the amount of USD 500,000 as a result of the Respondent's breach of its obligations to provide smart traffic signals by the agreed deadline.
- 4- Compel the Respondent to split the arbitration costs equally, including the arbitral tribunal's fees and expenses, translation costs, technical expert costs, and the costs of preparing technical and engineering reports.
- 5- The Claimant retains its right to amend its pleas and/or requests during later hearings.

Attorney for the Claimant

Lawyer Muneera al-Mubarak

Date: 3 August 2025

Muneera

Claimant Exhibit 1.1

LETTER OF ACCEPTANCE

Name of Contract: Design, Supply. and Installation of Smart Electricity Meters for the City of Nouran, Desert Kingdom

Contract No.: Bid No. 1/2024

Attention: Metro Limited Contracting and Technology (Limited Liability Company)

Date: 5 February 2024

We would like to thank you for submitting your “Bid” dated 5 January 2024 for the design, implementation, and completion of the “Works” covered by the above-mentioned “Contract” and the remedying of defects therein so that such Works will fulfill the purposes specified in Contract, all in accordance with the terms and conditions contained in the Contract.

We are pleased to accept this Bid at the “Accepted Contract Value” of:

USD 4,000,000

Four million U.S. dollars

In return for your proper performance of the Contract, we agree to pay you the Accepted Contract Value or any other amounts that may become payable to you under the terms of the Contract, at the times specified in the Contract and as provided therein.

We affirm that this “Letter of Acceptance” creates a binding contract between us, and we undertake to fulfill all our obligations and duties in accordance with the provisions of this Contract.

Signed by: Riad al-Jaber - Company CEO

On behalf of: Tawsea (Public Shareholding Company)

Date: 5 February 2024

رياض الجابر

توسعة

SMART SOLUTIONS FOR ALL

Claimant Exhibit 1.2

CONTRACT AGREEMENT

This “Agreement” was concluded on the 5th day of the month of March in the year 2024.

Between Tawsea (Public Shareholding Company) of Desert Kingdom (hereinafter referred to as the “Employer”) as the first party

and Metro Limited Contracting and Technology (Limited Liability Company) of Republic of the Alps (hereinafter referred to as the “Contractor”) as the second party.

Whereas the Employer wishes to have the “**Works**”, defined as the project to design, supply, and install smart electricity meters for the city of Nouran, Desert Kingdom (Bid No. 1/2024) carried out by the Contractor, and as it accepted the “**Bid**” submitted by the Contractor to carry out these **Works** and to complete them and repair any defects therein.

The Employer and the Contractor have agreed to the following:

- 1- The words and expressions contained in this Agreement shall have the same meanings assigned to them in the “**Contract Conditions**” referred to below.
- 2- The following documents shall be deemed an integral part of this Agreement and shall be read and interpreted as such:
 - a. “**Letter of Acceptance**” dated 5 February 2024
 - b. “**Bid Letter**” dated 5 January 2024 (not attached)
 - d. “**Contract Conditions**”
 - e. “**Employer Requirements**” (not attached)
 - f. The completed “**Schedules**” (not attached)
 - g. “**Contractor’s Proposal**” (not attached)
- 3- In return for the payments to be made by the Employer to the Contractor as mentioned below, the Contractor undertakes to the Employer under this Agreement to design, implement, and complete the Works and to repair any defects therein, in accordance with the provisions of the “**Contract**”.

- 4- Under this Agreement, the Employer undertakes to pay the Contractor the “**Contract Price**” at the times specified in the **Contract** and as provided therein, in return for the Contractor designing, implementing, and completing the **Works** and repairing any defects therein

In witness whereof, the Parties have entered into and signed this Agreement on the day and year mentioned above in accordance with the laws applicable to each of them.

Signed by: Riad al-Jaber - Company CEO

Signed by: Sarah Adam - Company CEO

رياض الجابر

Sarah Adam

توسعة

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On behalf of the Employer

On behalf of the Contractor

Date: 5 March 2024

Date: 5 March 2024

Claimant Exhibit 1.3

CONTRACT DATA

Article	Required data	Data
20-1-1	Wherever the “Contract” allows for the payment of “Cost Plus Profit” , the profit percentage that will be added to the “Cost” :	%
27-1-1	“Defect Notification Period”	<u>730</u> days
30-1-1	Employer’s name and address:	<u>Tawsea (Public Shareholding Company)</u> <u>223 Al-Ahly Street, P.O. Box 76606, Al-Wadi,</u> <u>Desert Kingdom</u> <u>Telephone: 2214400767</u> <u>Email:</u> <u>r.aljaber@tawsea.com</u>
35-1-1	Engineer’s name and address:	<u>Al-Bare3 Consulting Office for Engineering</u> <u>Consultations</u> <u>511 Al-Ayoubi Street, P.O. Box 1975, Al-Wadi,</u> <u>Desert Kingdom</u> <u>Telephone: 7577121419</u> <u>Email:</u> <u>esteshari@bare3.com</u>
86-1-1	“Time for Completion”:	<u>365</u> days
1-3(a)(2)	Agreed electronic transmission methods:	<u>Email</u>



Article	Required data	Data
1-3(d)	Employer's address for communication purposes:	Email: <u>r.aljaber@tawsea.com</u>
1-3(d)	Engineer's address for communication purposes:	Email: <u>esteshari@bare3.com</u>
1-3(d)	Contractor's address for communication purposes:	Email: <u>saraadam@mlimited.com</u>
1-4	The law that should govern the "Contract" :	<u>Desert Kingdom Civil Code</u>
1-4	Governing language:	<u>Arabic</u>
1-4	Language of communication:	<u>Arabic</u>
1-9	Notification period for errors, malfunctions, or other defects in "Employer Requirements"	One day
1-15	Limitation of the Contractor's total liability toward the Employer under or in connection with the "Contract" :	
4-2	"Performance Guarantee" (as a percentage of the "Accepted Contract Value" and with currencies):	
	Percentage:	<u>10%</u>
	Currency:	<u>U.S. dollar</u>



Article	Required data	Data
4-4(a)	Maximum allowable cumulative value of subcontracted work (as a percentage of “Accepted Contract Value”):	<u>N/A</u>
4-4(b)	Parts of “Works” for which subcontracting is not permitted:	<u>N/A</u>
8-8	“Delay Compensation” due for each day of delay:	<u>USD 3,000</u>
8-8	Maximum “Delay Compensation” :	<u>10% of the “Accepted Contract Value”</u>
14-15	Currencies in which the “Contract Price” will be paid:	<u>U.S. dollar</u>
14-15(c)	Currencies and percentages in which “Delay Compensation” will be paid:	<u>U.S. dollar, 100%</u>
19-1	Required professional liability insurance for the <u>works</u> :	<u>USD 100,000</u>
	The required liability insurance to fulfill the purpose (if required):	<u>USD 100,000</u>
19-2-3(a)	Required professional liability insurance amount:	<u>USD 200,000</u>



Article	Required data	Data
19-2-3(b)	The required liability insurance to fulfill the purpose:	<u>Yes</u>
21-1	Period during which the “Board” must be appointed:	<u>Days</u>
21-1	The “Board” must consist of:	<u>3</u> members



Claimant Exhibit 1.4

Particular Conditions Part B – Special Provisions

The “**Contract Conditions**” include the “**General Conditions**”, which are part of the Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor, Second Edition (2017), reprinted with amendments in 2022, which is issued by the International Federation of Consulting Engineers (“**FIDIC**”), the “**Contract Data**” (“**Particular Conditions**” – Part A), and the following “**Special Provisions**” (“**Particular Conditions**” – Part B), which include amendments and additions to these “**General Conditions**”.

The provisions contained in the “**Special Provisions**” (“**Particular Conditions**” – Part B) take precedence over similar provisions under the same article number(s) in the “**General Conditions**”, and the provisions of the “**Contract Data**” (“**Particular Conditions**” – Part A) take precedence over what is stated in the “**Special Provisions**” (“**Particular Conditions**” – Part B).

Article 21-6 Arbitration

Delete subparagraph (a) and replace it with the following:

“The ‘**Dispute**’ must be definitively resolved in accordance with the arbitration rules issued by the Saudi Center for Commercial Arbitration”; and

Delete subparagraph (b) and replace it with the following:

“The ‘Dispute’ must be settled by three arbitrators appointed in accordance with the said arbitration rules”;

Add a new paragraph after paragraph 1, subparagraph (c), as follows:

“The arbitral tribunal chair must have extensive experience in the construction field, with specialized expertise in smart city projects of no less than 15 years in this field, and must be proficient in Arabic. Desert Kingdom must be the place of arbitration, and the law applicable to the arbitration proceedings must be the Desert Kingdom Arbitration Law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.”



Claimant Exhibit 2



تَوْسَعَة

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Supply Contract

On Tuesday, 11 February 2025, this Contract was concluded between:

1. **Tawsea - Public Shareholding Company:** Address: 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom. Telephone: 2214400767. Email: info@tawsea.com. Registered with Commercial Register No. 15546. Represented for the purposes of this Contract by CEO Riad al-Jaber (referred to as “First Party”).
2. **Metro Limited Contracting and Technology Limited Liability Company:** Address: 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps. Telephone: 007083366222. Email: info@mlimited.com. Registered with Commercial Register No. 12900. Represented for the purposes of this Contract CEO Sarah Adam (referred to as “Second Party”).
(Collectively referred to as “the Parties”)

Preamble

- Whereas First Party is the company responsible for developing “Nouran Smart City” in Desert Kingdom and improving the quality of life for its residents.
- Whereas Second Party is a Grade 1 contracting company specialized in comprehensive project management, providing the necessary engineering, architectural, and consulting services.
- Whereas the Parties have entered into a contract for the design, supply, and installation of smart electricity meters.

Thus, the Parties have affirmed their legal capacity to contract, having consented to enter into a supply contract according to the following terms and conditions:

Clause 1

The above Preamble is an integral part of the Contract and shall supplement and complement it where necessary.

Clause 2

The Parties agree that Second Party will supply 5,000 (five thousand) smart traffic signals to be integrated into the smart infrastructure in the city of Nouran, according to the specifications in Annex A [(document not attached)].

Clause 3

The Parties agree that the total value of the contract is USD 2,000,000 (two million U.S. dollars), to be paid via bank transfers in the name and for the benefit of Second Party, as will be detailed in the annex according to the agreed payment schedule [(document not attached)].

Clause 4

The Parties agree that the agreed products will be supplied no later than 1 May 2025, to enable Second Party to perform its other tasks within the approved schedule for the final delivery of the Nouran City Project.

Clause 5

Second Party is responsible for all insurance and shipping costs, to be through a company agreed upon by both Parties. Second Party alone bears the risks of loss and damage.

Clause 6

First Party is obligated to take the necessary measures to prepare the infrastructure required for the installation of smart traffic signals, including – but not limited to – civil and electrical works and the associated communication systems, in accordance with the technical specifications and standards approved by the relevant authorities. Second Party is obligated to supply the smart signals immediately upon receiving a written notice from First Party that the infrastructure preparation works are complete and ready for installation in accordance with the agreed terms and specifications.

Clause 7

First Party has the right to claim compensation for damages it incurs as a result of Second Party's breach of its obligations stipulated in the Contract. If Second Party is late in complying with delivery of the shipment by the agreed date mentioned in Clause 4, a penalty of USD 30,000 (thirty thousand U.S. dollars) will be charged for each day of delay.

Clause 8

First Party will inspect the goods within a short period of time. First Party has the right to refuse to accept the goods if it is proven that they do not conform to the specifications agreed upon in Annex A [(document not attached)].

Clause 9

Second Party warrants any hidden defects of the contracted products for a period of 12 months from the date of delivery. The products must be free from defects in the materials used and the manufacturing method. Second Party is obligated to replace any product proven to be non-conforming to the agreed specifications.

Clause 10

1. The Parties agree that any dispute, disagreement, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be resolved through negotiations and amicable means of dispute resolution applicable to FIDIC Yellow Book contracts. Failing an amicable resolution of the dispute, either party has the right to resort to arbitration in accordance with the 2023 Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA”).
2. The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator to chair the tribunal. The presiding arbitrator must be proficient in English and an expert in the manufacture and/or trading of smart equipment used in smart cities in general.
3. The language of arbitration shall be Arabic.
4. The seat of arbitration shall be the city of Al-Wadi in Desert Kingdom.

Clause 11

If either party to this agreement is unable to fulfill the obligations imposed on it under this agreement, or is late in doing so, or such fulfillment becomes impossible because of force majeure or an emergency, including, for example, fire, flood, storm, earthquake, epidemic, any act of God, or war, the party affected by such circumstances must immediately send a written letter to the other party informing it of the emergency and requesting the postponement of the implementation of the obligation until the emergency ends. In the event that the force majeure lasts more than 60 (sixty) days after the notification date, the other, unaffected party may terminate this agreement pursuant to a written notice. The following are not considered force majeure or an emergency: delayed performance of contractual obligations due to the fault of either party to the contract or any third party, a shortage in the resources or materials under contract, or inefficient operations, unless such shortage is a direct result of force majeure.

Clause 12

Either party may terminate the agreement in the following cases:

- 1- Material breach and failure to remedy within 30 days
- 2- Bankruptcy or liquidation
- 3- Force majeure lasting more than 60 days

4- Upon the agreement of the Parties in writing

In the event of termination, the Parties also have the following obligations:

- 1- Obligations shall cease except those which continue after expiry.
- 2- First Party shall pay Second Party for the work completed up to the termination date.
- 3- Each party shall return the other party's confidential information.

Clause 13

The Parties are obligated to perform and interpret this contract based on the principles of good faith and fairness.

This Contract is executed in duplicate, each party having an original to act upon as necessary. No modifications to the agreement may be made except with the written consent of both Parties.

First Party

Tawsea - Public Shareholding Company

On its behalf: CEO Riad al-Jaber

رياض آل الجابر

Second Party

Metro Limited Contracting and Technology –

Limited Liability Company

On its behalf: CEO Sarah Adam

Sarah Adam

Claimant Exhibit 3

From: sultan@tawsea.com

Date: 29 March 2025, 4:15 p.m.

To: saraadam@mlimited.com

Re: Inquiry about the delay in supplying the smart signals and the expected delivery date

Ms. Sarah Adam, Metro Limited Contracting and Technology

Greetings,

We would like to point out that the Nouran City Project has noticed a delay in the delivery the smart traffic signals that were agreed to be supplied according to the agenda. Given how important this part is for the Project to progress according to the specified timeline, please explain the following:

1. The reasons for the delay in the supply process
2. Determination of the expected delivery date for the smart signals

We hope you will respond as soon as possible so we can take the necessary actions and ensure the continuity of work according to the project schedule.

Thank you for your continued cooperation,

Sultan al-Sultan
Director General of Projects

توسعة

SMART SOLUTIONS FOR ALL

From: saraadam@mlimited.com

Date: 29 March 2025, 4:16 p.m.

To: sultan@tawsea.com

Re: Automatic reply: Inquiry about the delay in supplying the smart signals and the expected delivery date

Thank you for your message. Please be advised that I am currently on leave from 1 May 2025 to 15 May 2025, with limited access to email during this time. For urgent matters, you can contact Noah Ahmed atnoahahmed@mlimited.com. I will respond to your email as soon as I return to work.

Sarah Adam
CEO





Claimant Exhibit 4

The Nabatiyah Language In the city of Nouran (2025)



Overview

The Nabatiyah tribe is one of the original demographic groups in the city of Nouran, with their own linguistic and cultural identity. Their language, Nabatiyah, is mainly oral, with some written usage, and has local and historical roots. It is used in everyday interactions, especially in rural areas and among social groups less integrated into the formal urban fabric.

Demographic Makeup

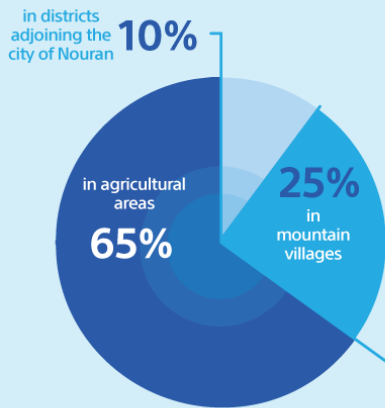
of city residents

20%

Estimated population of

300K

Geographic Distribution:



Language and Education:

Although the language is primarily oral, literacy in Nabatean is high, around 92%, and it is among the highest rates within local language communities in terms of the general education level of community members:

Secondary: 35%	Elementary: 55%
Postgraduate: 3%	University: 7%

Digital Access and Services

Digital access is one of the foremost challenges facing the Nabatiyah tribe in the city of Nouran. Statistics show that no more than 25% of community members use smart devices, reflecting a true digital divide that affects their access to government services. The community consistently struggles to interface with the digital services the government provides, and key causes include:

- Lack of Nabatiyah language support in user interfaces.
- Difficult understanding written or audio instructions in other languages.
- Absence of Nabatiyah-language audiovisual content.

As a result of these obstacles, the community is weakly integrated into formal digital systems, and they are more dependent on traditional means of accessing services.





Claimant Exhibit 5

User Manual – Smart Electricity Meter

This smart meter is designed to accurately measure electrical power consumption and provide a bilingual (Arabic and English) user experience. The device runs on modern digital technology that supports remote updates and multiple reading options.



Device Specifications

Element	Specifications
Display screen	Digital LCD screen
Operating languages	Arabic and English
Supported voltage range	230 volts / 50–60 Hz
Start-up	<ul style="list-style-type: none"> After the device is installed by a qualified technician, ensure that the display screen appears. Select the language by pressing the ►OK button to confirm. The current reading will be displayed in kilowatt-hours (kWh) Do not dismantle or tamper with the meter. The installation must be carried out by a certified electrical technician.
Important notes	<ul style="list-style-type: none"> Exposing the device to moisture or direct sunlight is prohibited. This smart meter is capable of receiving continuous over-the-air (OTA) software updates, allowing for improved performance and the addition of new features. We recommend leaving the device connected to the internet and not turning it off during the update process.
Visual guide to the device	<ul style="list-style-type: none"> Disconnected or weak power supply Internal malfunction – Please contact the appropriate technician Software update in progress
Warranty	<ul style="list-style-type: none"> The warranty period is 12 months from the installation date and includes: Manufacturing defects, software defects, screen and interface, technical support services, software updates

Contact data and
technical support

- Phone number: 17422414 Sunday to Thursday, 8 a.m. to 5 p.m.
- Email: support@drff.com
- Website: [www.drff.com/ support](http://www.drff.com/support)
- Software updates: Can be downloaded automatically over the network or requested through the service center.

Claimant Exhibit 6



15/1/2024

Municipal Council Resolution No. 3/2024

On the adoption of Nabataean as an additional language at public service agencies

In line with national trends supporting digital justice, and to reinforce the principle of equal access to government agencies and services for all population groups, particularly underrepresented groups, and following review of the laws and regulations governing the work of municipal councils and the provision of public services,

The Municipal Council has decided:

1. To adopt the Nabataean language alongside Arabic and English in all public service agencies within the municipal boundaries.
2. To instruct the relevant authorities to undertake the necessary technical and administrative measures to incorporate Nabataean into public service systems and agencies.
3. To monitor implementation with periodic reports from the relevant authorities to ensure compliance with quality and with technical and linguistic standards.

Municipal Council

CONFIDENTIAL

3 August 2025

For Claimant:

Muneerah Al-Mubarak
Diwan & Partners
Building 666, Floor 40, AL-Tilal Street
P.O Box 376
Al-Wadi, Desert Kingdom

By email only to:

m.almubarak@Diwan.com

For Respondent:

Saud Al-Ahmad
Kanouniyoon group
35 Main Street
P.O Box 2325
Republic of the Alps

By email only to:

s.alahmad@qanoonyoon.na

Subject: SCCA-0987 – Tawsea (Public Shareholding Company (“Claimant”) v. Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”) – Initiation Letter

Dear Counsel,

The Saudi Center for Commercial Arbitration (“SCCA”) confirms receipt of **Tawsea (Public Shareholding Company** (“Claimant”) Request for Arbitration dated 3 August 2025 (“Request”), which we have received along with its supporting documents and the SCCA Registration Fee in the amount of SAR 5,000 on the same date.

SCCA confirms that the Request arises out of an arbitration clause in two contracts: (1) Design, Supply, and Install Smart Electricity Meters. (“First Contract”), and (2) Supply of Smart Traffic Signals (“Second Contract”). SCCA will proceed in these arbitration proceedings accordingly.

Commencement of Proceeding

We have reviewed Clause 21-6 of the First Contract and Clause 10 of the Second Contract and determined that there is jurisdiction for SCCA to commence the administration of this matter.

We registered this arbitration on **3 August 2025**, which shall mark the date of commencement of this matter (“Commencement Date”). We have assigned the above-captioned case number to this matter and kindly ask you to always include this case number in all future correspondence. Please advise SCCA in case the above caption does not accurately reflect all party names in this matter or is in any way incomplete.

Applicable Rules and Fee Schedule

SCCA will administer this matter under the SCCA Arbitration Rules and its Fee Schedule in effect as of 1 May 2023. Please find copies of the SCCA Arbitration Rules and the Fee Schedule on SCCA’s [website](#).

Party Representation

You are receiving this communication in accordance with the contact information provided in the Request. If you do not represent any of the parties in this matter, please contact SCCA immediately.

We confirm receipt of Claimant's Power of Attorney. We request Respondent to provide SCCA its legal representatives' information along with their sufficient proof of authority.

SCCA Administration

I, Muhammed AlYousif, will be your primary contacts at SCCA and can be reached by email at malyousif@sadr.org. Please direct all future communications exclusively to my attention with a copy to the other party.

Answer and Counterclaim (if any)

Pursuant to Article 6 of the SCCA Arbitration Rules, Respondent shall file an Answer to the Request with SCCA, copying Claimant, within 30 days of the Commencement Date (**2 September 2025**).

If Respondent wishes to file a Counterclaim, Respondent may do so by filing a copy, along with any supporting documents, with Claimant and SCCA as per Article 6(3)(a) of the SCCA Arbitration Rules.

Constitution of the Arbitral Tribunal

Clause 21-6 of the First Contract provides that "The 'Dispute' must be settled by three arbitrators appointed in accordance with the said arbitration rules".

Clause 10 of the Second Contract provides that "The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator to chair the tribunal. The presiding arbitrator must be proficient in English and an expert in the manufacture and/or trading of smart equipment used in smart cities in general."

SCCA confirms receipt of Claimant's nomination of Mr. Jehad Noorelddin Pursuant to Article 16(6) of the SCCA Arbitration Rules, Respondent shall nominate a co-arbitrator within 30 days of the Commencement Date, *i.e.* the date of this letter, which falls on **2 September 2025**. SCCA will invite the nominated co-arbitrators and complete their appointment process by the SCCA Court.

Award Publishing

Article 36(3) of the SCCA Arbitration Rules states that "[t]he SCCA may make public any award, order, decision, or other ruling unless any party objects to the publication any time before the arbitration has concluded. In case of publication, the SCCA shall, if necessary, anonymize and/or redact the award, order, decision, or other ruling. Unless the parties agree, or applicable law requires, otherwise, the parties and their representatives shall keep any award order, decision, or other ruling confidential at all times." Accordingly, unless any party objects to publication, SCCA will take the necessary steps in accordance with Article 36 (3) of the SCCA Arbitration Rules.

General Information

We have enclosed a Checklist for Conflicts form. Please list any persons or entities with an interest in this matter, including any witnesses you expect to present. The Checklist will assist the Arbitral

Tribunal disclose any and all potential conflicts. The Checklist is confidential and shall be submitted only to SCCA no later than **7 August 2025**.

Please note that this matter will be conducted in accordance with the SCCA Code of Conduct for Parties and Representatives enclosed with this letter, which the parties are expected to read and uphold.

Finally, we have enclosed our Process Guide Notes for Arbitration Proceedings, which will serve to provide you with some basic information about the arbitration process. SCCA will continue to provide you with information regarding the various stages of the process as the case progresses. I also encourage you to contact me at any time for further procedural information or to discuss how SCCA can best serve your needs in resolving your dispute.

Please note that any discussions regarding issues of arbitrability or the merits of this matter are reserved for and shall be directed to the Arbitral Tribunal once constituted. Failure to participate in this matter does not prevent the Arbitral Tribunal from issuing an award that may be enforced in accordance with the applicable laws and/or international treaties.

We look forward to working with you and to providing you with assistance during the arbitral process.

Sincerely,

Muhammed AlYousif
Case Counsel
malyousif@sadr.org

Encl.:

- Checklist for Conflicts (not enclosed)
- Process Guide Notes for Arbitration Proceedings (not enclosed)
- Code of Conduct for Parties and Representatives (not enclosed)
- Request for Arbitration (not enclosed)

قانونيون

للمحاماة و الاستشارات القانونية

Saudi Center for Commercial Arbitration – Case No: SCCA-0987

Answer to Request for Arbitration

Under Article 6 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules

**Tawsea (Public Shareholding Company)
“Claimant”**

v.

**Metro Limited Contracting and Technology (Limited Liability
Company)
“Respondent”**

Introduction

1. Metro Limited Contracting and Technology Company (“**Respondent**”) received an arbitration request from Tawsea Public Shareholding Company (“**Claimant**”) on 1 August 2025. The Claimant seeks to consolidate two entirely separate arbitration claims arising from two separate agreements for different purposes. The first is a contract for the design, supply, and installation of smart electricity meters, concluded on 5 March 2024, and the second is a contract for the supply of smart traffic signals, concluded on 11 February 2025. The Claimant also stated certain facts that do not correspond to reality regarding the specifications of the smart electricity meters, and it applied certain legal provisions to these facts, interpreting them contrary to reality and the principles of good faith in commercial relations. Therefore, the Respondent will clarify, explain, and analyze matters from a legal perspective.
2. Where the Claimant demanded compensation amounting to USD 1,500,000 (one million, five hundred thousand U.S. dollars) based on two separate contracts that are unrelated to one other. It alleged at one point that the Respondent had supplied smart electricity meters that did not conform to the required specifications and did not offer the Nabataean language, which is a language of an unknown and unidentified group. This is what we will explain in our subsequent statement of facts. It alleged at another point that the Respondent was delayed in supplying the smart traffic signals. These are incorrect facts, as we will explain.
3. **The response to the request for arbitration is divided into five sections as follows:**
 - I. Respondent’s Legal Representative
 - II. Facts of the Dispute and Description of the Claim
 - III. Applicable Law
 - IV. Formation of the Arbitral Tribunal
 - V. Respondent’s Requests

I. Respondent's Legal Representative:

Claimant: Tawsea (Public Shareholding Company)	Respondent: Metro Limited Contracting and Technology (Limited Liability Company)
Claimant's representative: Riad al-Jaber - Company CEO. Address: 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom Telephone: 2214400767 Email: r.aljaber@tawsea.com	Respondent's representative: Sarah Adam - Company CEO. Address: 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps Telephone: 007083366222 Email: saraadam@mlimited.com
Claimant's legal representative: Diwan & Partners pursuant to the power of attorney attached to the Request for Arbitration Address: 666 Valley Street, 40th floor, P.O. Box 376, Al-Wadi, Desert Kingdom Telephone: 003224494211 Email: m.almubarak@Diwan.com	Respondent's Legal Representative: Kanouniyoon Law Firm and Legal Consultancy Group, pursuant to the attached power of attorney. Address: 35 Main Street, Republic of the Alps, P.O. Box 2325. It is represented by the lawyer Saud al-Ahmad. He can be contacted at the following email address: s.alahmad@qanoonyoon.na

II. Facts of the Dispute and Description of the Claim

a. Facts of the Dispute:

- Metro Limited (“Respondent”), was established in 2002 as a specialized contracting company that offers comprehensive project management services, along with its engineering, architectural, and consulting services, with a commitment to the highest quality standards. Since its inception, it has managed to cement its position in the construction sector by executing high-quality projects, such as residential, commercial, and industrial buildings, as well as infrastructure projects like road construction and paving and bridge construction. The company also undertakes renovation, maintenance, and real estate development work. In 2020, the Company expanded by adding modern technology activities to its business, enhancing its ability to provide integrated solutions that combine solid infrastructure with advanced technologies.
- The two Parties met on the sidelines of the Smart Cities Conference held in Shade City, where the Respondent's CEO, Ms. Saram Adam, met with the Claimant's CEO, Mr. Riad al-Jaber. During the meeting, they discussed areas for cooperation between the Parties. The Claimant also invited the Respondent to visit Desert Kingdom to explore opportunities for the Parties to do business and collaborate.

6. In light of the technical qualification process conducted to select qualified companies to implement smart city projects, Metro Limited successfully met all the requirements and criteria set for contracting companies operating in this vital sector, including technical and technological capabilities and a professional record of implementing complex, innovative projects on a large scale and without delays. Metro Limited also stands out for offering the best price for the quality. Accordingly, Metro Limited was invited to submit its technical and financial proposal in preparation for study of the possibility for it to be assigned to implement one of the phases of the Smart City Project, within a competitive framework ensuring the highest levels of quality and efficiency.
7. On 5 March 2024, the Parties signed a contract for the design, supply, and installation of 80,000 smart electricity meters at a total value of USD 4 million. This project is the largest and most significant in Desert Kingdom in terms of cost and geographical scope, covering vast areas including residential, industrial, and agricultural sectors. The implementation of this project represents a pivotal phase in the development of smart infrastructure in Desert Kingdom because it plays a fundamental role in enhancing energy management efficiency and achieving digital transformation goals in the services sector (Respondent Exhibit 1).
8. On 2 December 2024, during a technical follow-up meeting, the Respondent made a technical presentation to the Claimant proposing the idea of integrating smart traffic signals into the Smart City Project. The presentation included an explanation of how to utilize the existing infrastructure, particularly communication networks and smart energy systems, to institute a system of smart traffic signals that would improve traffic management. The Respondent also provided a detailed explanation in which it reviewed a patent obtained by Metro Limited's technology team during the implementation of infrastructure works for the Smart City Project. The patent is for predictive maintenance and alerts, providing an innovative technological solution that would enable Tawsea to utilize digital infrastructure more efficiently with regard to the operation and management of the smart traffic signal system (Respondent Exhibit 2).
9. The Claimant having been impressed by the Respondent's presentation on the smart traffic signal system, on 10 January 2025, the Parties began negotiating a supply contract for smart traffic signals. At that time, Mr. Riad al-Jaber proposed to Ms. Sarah Adam to incorporate this deal into the contract for the supply and installation of electricity meters, believing that it would accelerate the pace of the work. The Respondent's work group, however, emphasized the need to separate the two topics so that each team could work independently and due to the different scope of the second contract – especially with it being a supply contract only, without any installation (Respondent Exhibit 3).

10. On 11 February 2025, the Parties signed a supply contract for the smart traffic signals, which stipulated that the Respondent was obligated to supply the signals as soon as the necessary infrastructure had been prepared.
11. On 15 April 2025, Mr. Hassan al-Ramli, the Respondent's director of operations, communicated with the Claimant's work group to explain that the Respondent was working to prepare the infrastructure to make it suitable for the installation of smart signals, which would result in a slight delay in supplying the signals (**Respondent Exhibit 4**).
12. More than 65 days after the Claimant received the smart meters, the Respondent was surprised by a completely unreasonable request from the Claimant, which was that the smart meters cannot be operated in Nabataean, a language spoken by very few residents that was only recently adopted by the government of Desert Kingdom and is not considered a main language in Desert Kingdom. The Respondent's executive management communicated with the Claimant in an attempt to understand the problem with the smart meters and to find consensus solutions with the Claimant, but all their efforts failed in the face of the Claimant's obstinacy and insistence on placing all the responsibility solely on the Respondent. The Claimant rejected all efforts to find solutions that take the Respondent's financial circumstances into account.

B. Description of the Claim

Procedural plea

13. The Respondent rejects the Claimant's submission of a single arbitration request based on claims arising from two separate contracts in one arbitration case, as this fails the conditions stated in Article 11-1 of the Arbitration Rules of the Saudi Center for Commercial Arbitration. Moreover, the arbitration agreements in the two contracts are not consistent with one another. In addition to the fact that the dispute arising from the first contract (a design, supply, and installation contract) lacks legal issues in common with the second contract (a supply contract only), merging the two disputes does not serve the principles of justice and the effective arbitration, particularly where the dispute related to the first contract will affect – to no benefit – the effectiveness of resolving the dispute related to the second contract.

Substantive response

14. First: The Respondent rejects the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) to the design, supply, and installation contract, which is governed, by agreement of the Parties, by the FIDIC Yellow Book rules.
15. Second: The Respondent is not responsible for the delay in installing the smart signals, as the delay in delivery results primarily from the Claimant's responsibility for not having prepared the



infrastructure for the smart signals in advance, with no underground pipes for later use having been used in the construction of the buildings. This delayed the Respondent's delivery of the signals. In addition, the delay was a slight delay not affecting the Claimant's obligations to the extent that would necessitate filing a claim.

16. Third: The Claimant's allegation regarding the non-conformity of the smart meters in the supply contract is inconsistent with what is expected in international commerce. The Respondent cannot be familiar with the regional considerations of minorities in the place where the contract is performed; the knowledge of the conditions and minorities in the country lies closer to the Claimant, who is overseeing this project and its requirements. The Claimant is obligated to provide the Respondent with all necessary matters in the contract or in any subsequent correspondence that clarifies these conditions and obligations and the changes thereto. As for the obligation for the goods to conform with typical or specific use, the Respondent has added Arabic as an option for reading the meters, proving its use in a city like Nouran where Arabic speakers are predominant. Thus, it has fulfilled this condition without the need to add a specific language for each minority.

III. Applicable Law:

17. According to the Special Provisions Contract No. 1, the contract is subject to the FIDIC Yellow Book rules. This includes the General Conditions and Particular Conditions agreed upon by the Parties.

Additionally, the Respondent rejects the applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) ("Convention") to the design, supply, and installation contract. Although a mixed contract, this contract is predominantly a contracting agreement, putting it outside the scope of the Convention. Therefore, the Desert Kingdom Civil Code is applicable to this agreement based on the particular terms agreed upon in the FIDIC contract signed between the Parties.

IV. Formation of the Arbitral Tribunal

18. Pursuant to Clause 21-6 of the contract, the Parties agreed that the arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the nomination of the third arbitrator (the presiding arbitrator). The Respondent nominates as its arbitrator these arbitration proceedings: Ms. Dana al-Majed, independent international arbitrator; address: 66 Dar al-Farah, Route 89, Janoub State. Telephone: +33 6 88 45 12 98

Email: dana.almajed@gmail.com

V. Respondent's Requests

The Respondent petitions the arbitral tribunal to issue its award as follows:

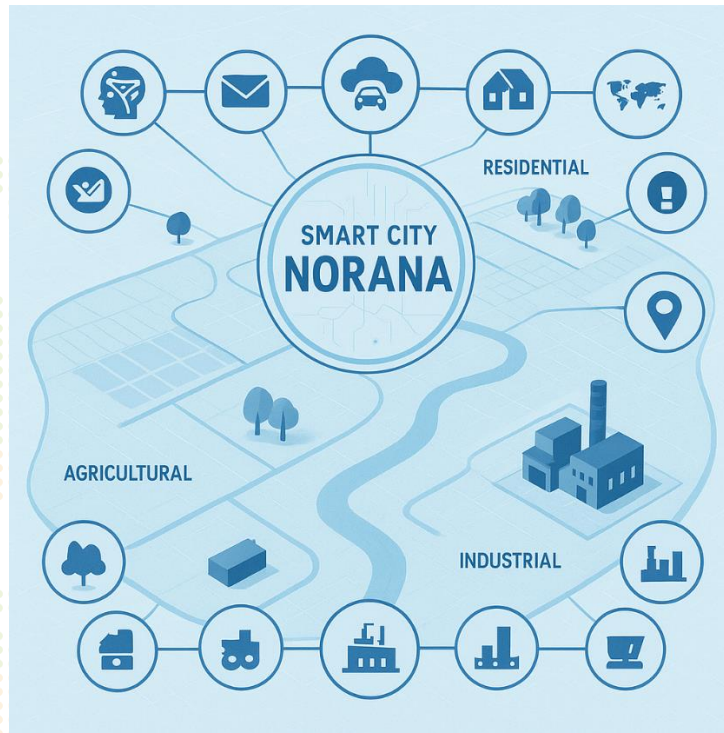
- 1- Reject the consolidation of arbitration requests arising from two separate contracts into a single claim to be considered by a single tribunal.
- 2- Dismiss the arbitration request because the Respondent did not breach its obligation to deliver the smart meters according to the contract specifications and was not late in delivering the smart traffic signals, given that the infrastructure was not prepared for that.
- 3- Emphasize that the legal framework is governed by the Parties' agreement to apply the FIDIC Yellow Book rules and not apply the provisions of the Vienna Convention on International Sale of Goods (CISG).
- 4- Compel the Claimant to pay the arbitration costs in full, including the arbitral tribunal's fees and expenses, translation costs, technical expert costs, and the costs of preparing technical and engineering reports.
- 5- The Respondent retains its right to amend its pleas and/or requests during later hearings.

Respondent's attorney
Kanouniyouon Law Firm and Legal Consultancy
Lawyer Saud al-Ahmad
27 August 2025



Respondent Exhibit 1

Together ... We Live the Future



Norana Smart City

The largest in scale ... The most advanced ... The newest in the region
Deployment of 80,000 smart electricity meters across Norana Smart City

With more than half of the world's population living in teeming cities, with cities accounting for 80 percent of fuel consumption and responsible for more than 70 percent of carbon emissions, it has become essential to shift toward smart cities. The installation of smart electricity meters is a milestone in the development of smart city infrastructure and a key step toward comprehensive digital transformation that meets aspirations for the future.

Contact us for more information about this project: info@tawsea.com

Respondent Exhibit 2

Meeting Minutes

Date: 2 December 2024

Time: 2:00 p.m.

Location: Tawsea Headquarters - Main Meeting Room

Attendees:

- Tawsea representatives
- Metro Limited representatives
- The technical and supervisory team responsible for monitoring the Smart City Project

Meeting topics:

Discussion of the proposal to integrate smart traffic signals into the Smart City Project

Proceedings:

Within the framework of the regular meetings to monitor the progress of the Smart City Project, a technical meeting was held between Tawsea and Metro Limited. During the meeting, Metro Limited made a detailed engineering-technical presentation on developments in the smart electricity meters project and the feasibility of integrating a smart traffic signal system into the scope of the project.

The presentation included the following:

- Review of the current smart city infrastructure, especially smart communication networks and energy systems
- Explanation of how to utilize this structure to institute an integrated smart traffic signal system.
- Clarification of the expected impact of the project on improving traffic management to reduce congestion and idling time, as part of the overall completion of the Norana project

Metro Limited also presented a detailed explanation of an invention developed by the engineering team during the implementation of infrastructure works for the Smart City Project. This innovation, predictive maintenance and alerts utilizes data analytics from meters and signals that make it possible to predict the occurrence of malfunctions or unusually high consumption and send automated alerts, which could be beneficial for the smart traffic signals project in the city of Nouran.

Meeting outcomes:

- The Tawsea representatives expressed their interest in the proposal and affirmed the importance of alignment with the smart city transformation strategy.
- It was agreed to form a joint working group between the two parties to study the technical and financial aspects of the proposal.
- Tawsea asked Metro Limited to provide an updated version of the proposal that includes an implementation plan and a preliminary timeline.
- A subsequent meeting was scheduled to discuss detailed outputs and evaluate costs and benefits.

The minutes were signed by the representatives of both parties.



Respondent Exhibit 3

Written Testimony – Sarah Adam

1. My name is Sarah Adam, and I have been the CEO of Metro Limited Contracting and Technology Company since 2022. I have a university degree in civil engineering and more than 15 years of experience managing contracting companies.
2. My first meeting with Mr. Riad al-Jaber, CEO of Tawsea, was in 2023. The general discussion revolved around the idea of creating “Nouran Smart City.” Our conversation touched on the potential obstacles that might face the implementation of the project and the essential needs in terms of infrastructure, digital technologies, and the legal and regulatory framework necessary to ensure its success.
3. Once preparation of the engineering and legal requirements was complete, Metro Limited Contracting and Technology Company and Tawsea Company signed a contract for the design, supply, and installation of 80,000 smart electricity meters worth USD 4 million. The completion period included several meetings between the two teams, during which various technical, technological, and operational aspects of the project were discussed to ensure that work would progress according to the set schedule and that common goals would be achieved efficiently.
4. At the end of 2024, our engineering and technology team met with the Tawsea team to discuss the latest developments in the project and the obstacles that might affect the infrastructure preparation. We also shared the news that our team had developed a modern innovation, predictive maintenance and alerts using data analytics from meters and signals to make it possible to predict the occurrence of malfunctions or unusually high consumption and send automated alerts, which could benefit the smart traffic signals project in the city of Nouran.
5. We expressed our confidence in the team’s achievements and our full readiness to integrate this invention into the smart signals project. In the meeting, it was suggested that an annex to the initial agreement (“**Contract No. 1**”) be signed with the aim of completing the project without delay, and to save time.
6. Two days after the meeting, however, we received an email from Mr. Hassan Al-Ramli informing us that the company’s internal procedures could delay the signing of the annex, and that the objective was to complete all the projects in record time. A new contract, separate from the supply contract for the meters, was attached for review and signing.
7. We contacted the work group at Tawsea to explain that it would be best to sign a new contract due to the different scope of the second contract – especially with it being a supply contract only, without any installation – and that the negotiation phase would not take long, particularly given that both parties agree on the objective of completing the work, and both parties also agree on the main terms.

I affirm that all of the above is true and accurate based on my personal information and memory.

Sarah Adam
Metro Limited CEO
18 August 2025

Sarah Adam

Respondent Exhibit 4

From: Hassan al-Ramli hramli@mlimited.com

Date: 15 April 2025, 1:52 p.m.

To: Khaled al-Bader kbader@tawsea.com, Sultan al-Sultan sultan@tawsea.com

Re: Inquiry about the delay in supplying the smart signals and the expected delivery date

Dear Mr. Khaled al-Bader,

Greetings,

I would like to inform you that within the framework of the ongoing coordination between us, we are working to prepare the infrastructure in a number of neighborhoods to ensure that it complies fully with the requirements for installing smart signals. This may lead to a slight delay in supply as a result of the company's commitment to ensuring that the installation is high-quality and complies with the infrastructure requirements. I would also state that the Al-Falah neighborhood, in particular, faces more structural challenges than other neighborhoods, meaning that preparing the sites there will require additional time and effort.

We hope this clarification is appreciated, and we reaffirm our commitment to completing the work in accordance with the best possible practices.

Sincerely,

Hassan al-Ramli
Senior Operations Director



CONFIDENTIAL

15 August 2025

For Claimant:

Muneerah Al-Mubarak
Diwan & Partners
Building 666, Floor 40, AL-Tilal Street
P.O Box 376
Al-Wadi, Desert Kingdom
By email only to:
m.almubarak@Diwan.com

For Respondent:

Saud Al-Ahmad
Kanouniyoon group
35 Main Street
P.O Box 2325
Republic of the Alps
By email only to:
s.alahmad@qanoonyoon.na

Subject: SCCA-0987 – Tawsea (Public Shareholding Company (“Claimant”) v. Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”) – Appointment Letter and Constitution of the Arbitral Tribunal

Dear Counsel,
Greetings

The SCCA Court issued its decision confirming the nomination of Mr. Jehad Noorelddin as a co-arbitrator in the above-mentioned matter. We are enclosing Mr. Noorelddin’s Statement of Acceptance for your reference.

There shall be no *ex-parte* communication via phone or other means with the Arbitral Tribunal members. Any communications regarding administrative or financial matters shall be made exclusively to SCCA.

Sincerely,
Mohammed Alyousef
Case Counsel

Encl.:

- Statement of Acceptance

STATEMENT OF ACCEPTANCE

SCCA-0987

Tawsea (Public Shareholding Company (“Claimant”))

v.

Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”)

1. Acceptance of Appointment

I accept this appointment and will faithfully and fairly hear and decide the dispute between the parties in the above-captioned matter in accordance with their arbitration agreement, the SCCA Arbitration Rules, and the SCCA’s Code of Ethics for Arbitrators.

I confirm that I am familiar with and will abide by the SCCA Arbitration Rules with its appendices and accept the Arbitral Tribunal Fee as described in the SCCA Notice of Compensation Arrangements.

I confirm that my full name, nationality, role, and the method of my appointment may be published by SCCA, or a third party authorized by SCCA.

2. Availability

I commit to devoting the necessary time to work on and decide this matter diligently, efficiently, and expeditiously. I confirm that any pending and known future assignments of any kind will not interfere with the time I commit to this matter.

3. Impartiality and Independence

I acknowledge my duty under the SCCA Arbitration Rules to disclose any circumstance likely to give rise to justifiable doubts as to my impartiality or independence (Article 17(2)). This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities that have direct or indirect interest in the outcome of this matter. Such relationship may, among other things, be financial, professional or social in nature. I acknowledge that this is a continuing obligation throughout my service in this matter.

I confirm that I am familiar with the enclosed Disclosure Guidelines for Arbitrators Serving on SCCA-Administered Cases and the SCCA’s Code of Ethics for Arbitrators, which require the disclosure of any interest or relationship that might create an appearance of partiality (Canon II).

I confirm that my acceptance is in compliance with any local statutory requirements, rules, regulations, and/or ethics standards.

7982 طريق الملك فهد الفرعي – المؤتمرات، الرياض 12711 – 4183، المملكة العربية السعودية

7982 King Fahd Branch Road – Al Mutamarat, Riyadh 12711 – 4183, Saudi Arabia

920003625 | www.sadr.org | info@sadr.org

I understand that my obligation to check for conflicts and make disclosures is ongoing throughout my service as an arbitrator in this matter, and that failure to make appropriate and timely disclosures may result in my removal as arbitrator from this matter and/or, where applicable, my removal from the SCCA Roster of Arbitrators.

If a member of the SCCA Roster of Arbitrators: I confirm that I have reviewed the biographical information SCCA has on record for me – which SCCA may have provided to the parties in this proceeding – and confirm that it is current, accurate, and complete. Otherwise, I confirm that I have enclosed an updated resume that reflects any changes to my biographical information, which I also have brought to SCCA’s attention.

I confirm that I have diligently conducted conflict checks, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the SCCA Arbitration Rules, the SCCA Code of Ethics for Arbitrators and any other applicable statutory rules and regulations.

4. Translation, and depositing the Award

If the arbitration seat is in Saudi Arabia, I commit to fulfilling the legal requirements of translating and depositing the award per Article 44 of the Saudi Arbitration Law.

If needed, I hereby authorize the Saudi Center for Commercial Arbitration to deposit the award with the competent court on behalf of the Arbitral Tribunal.

Please select one of the following options:

I have nothing to disclose.

-OR-

I accept this appointment and have made disclosures in this form and/or on an enclosed sheet. I confirm that I am impartial and independent and intend to remain so.

Signature:



Name:

Jehad Noorelddin

Date:

15 August 2025

DISCLOSURE GUIDELINES FOR ARBITRATORS SERVING ON SCCA-ADMINISTERED CASES

General

1. SCCA Arbitration Rules and SCCA Code of Ethics for Arbitrators require you to make full disclosure of any potential conflicts as to your impartiality or independence.
2. Your duty to make disclosures is ongoing throughout your service in this matter. SCCA may prompt you to conduct subsequent conflict checks during key points of the matter, but you should conduct such checks and make disclosures on your own initiative whenever new information about any of the stakeholders in the proceeding comes to your attention.
3. Any doubt as to whether you should make a disclosure should be resolved in favor of disclosure. You should not judge the significance of the potential conflict. Rather, make the disclosure and let the parties determine its significance. As a guiding principle, if a relationship or interest crosses your mind – disclose it.
4. You must disclose:
 - a. Any circumstance likely to give rise to justifiable doubts as to your impartiality or independence per Article 17(2) of the SCCA Arbitration Rules; and
 - b. Any interest or relationship that might create an appearance of partiality as per Canon II of the SCCA Code of Ethics for Arbitrators.
5. Below is a list of non-exhaustive questions that may or may not apply to you and are meant to assist you in determining whether a disclosure is required:
 - Do you or your law firm currently represent any of the parties to this proceeding in another matter or have you or your law firm ever done so in the past?
 - Do you or your law firm currently represent any person or entity in a matter against or otherwise involving any of the parties to this proceeding or have you or your law firm ever done so in the past?
 - Have you ever had any professional or social relationship with any legal representative for any party to this proceeding or the law firms for which they work?
 - Have you ever had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?
 - Have you ever had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of a legal representative to this proceeding, or any of the witnesses identified to date in this proceeding?

- Have you, any member of your family, or any close social or business associate ever served as an arbitrator in a proceeding in which any of the identified witnesses or named individual parties gave testimony?
- Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in this proceeding?
- Have you ever served as an expert witness or consultant to any party, party representative, witness, or other arbitrator identified in this proceeding?
- Have any of the party representatives, law firms or parties involved in this proceeding appeared before you in past arbitration proceedings?
- Are you a member of any organization that is not listed on your SCCA Biographical Card that may be relevant to this proceeding?
- Have you ever sued or been sued by either party or its representative?
- Do you or your spouse own stocks/shares in any of the companies involved in this proceeding?
- If there is more than one arbitrator appointed to this proceeding, have you had any professional or social relationships with any of the other arbitrators?
- Do any circumstances exist that could cause a person aware of the facts underlying a potential conflict of interest to have a reasonable doubt that you would be able to act as an impartial and independent arbitrator?
- In case of arbitrations seated in Saudi Arabia, do any grounds exist that would disqualify a judge as per Article 94 of the Saudi Civil Procedural Law (Canon II(B) of the SCCA Code of Ethics for Arbitrators provides that an arbitrator shall be prohibited from considering the claim and hearing it in the same situations in which a judge is prohibited)?
- Have you ever been employed by a party to this proceeding?
- Have you ever had an attorney-client relationship with a party or a representative for a party to this proceeding?
- Are there any connections, direct or indirect, with any of the stakeholders in this proceeding that have not been covered by the above questions?

Financial

As to any party, party representative, witness, and any other arbitrator involved in the matter to which you have been appointed, you must disclose any financial interest that is direct or indirect as well as existing or past.

Relational

You must disclose any relationships (familial, social, professional, etc.) you have with any party, party representative, witness, and any other arbitrator involved in the matter to which you have been appointed.

This includes, but is not limited to, relationships with their family or household members, current employers, or partners and business associates.

How to Disclose?

Disclosures made in the context of the Statement of Acceptance shall be shared with SCCA only. SCCA will then share these disclosures with any co-arbitrators and all parties/representatives in the process of appointing you. Once appointed, subsequent disclosures must be shared simultaneously with SCCA, any co-arbitrators, and all parties/representatives. When disclosing, specificity is extremely important. Provide enough detail in your disclosure so that the parties are fully informed of the potential conflict. Tell us: who, what, when, where, how, and with whom.

The burden of making full disclosures falls on the arbitrators and they should make every reasonable effort to provide SCCA with the needed information. SCCA must ensure that any disclosure is not vague, incomplete or is otherwise dismissive of the duty to investigate any records available.

SCCA will investigate vague or incomplete disclosures by making further inquiries to gather pertinent facts in writing from the arbitrator. Please be advised that failing to provide a sufficient level of detail will delay the confirmation of your appointment, as well as the progress of the matter overall, since SCCA will need to contact you for additional information.

All disclosures must be provided in writing. In the rare situation where a disclosure comes to light at a hearing, you are obligated to excuse yourself from the proceeding and immediately contact SCCA who will facilitate the process for communicating the disclosure to the parties and obtaining their response. Pursuant to the SCCA Arbitration Rules, SCCA will affirm the appointment and shall determine whether or not a challenge raised by a party to an arbitrator's continued service shall be granted or denied.

SCCA discourages arbitrators from making conditional disclosures of any kind or asking the parties to sign a waiver form with regard to any future conflicts.

CONFIDENTIAL

2 September 2025

For Claimant:

Muneerah Al-Mubarak
Diwan & Partners
Building 666, Floor 40, AL-Tilal Street
P.O Box 376
Al-Wadi, Desert Kingdom

By email only to:

m.almubarak@Diwan.com

For Respondent:

Saud Al-Ahmad
Kanouniyoon group
35 Main Street
P.O Box 2325
Republic of the Alps

By email only to:

s.alahmad@qanoonyoon.na

Subject: SCCA-0987 – Tawsea (Public Shareholding Company (“Claimant”) v. Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”) – Appointment Letter and Constitution of the Arbitral Tribunal

Dear Counsel,
Greetings

The SCCA Court issued its decision confirming the nomination of Ms. Danah Al-Majed as a co-arbitrator in the above-mentioned matter. We are enclosing Ms. Al-Majed’s Statement of Acceptance for your reference.

There shall be no *ex-parte* communication via phone or other means with the Arbitral Tribunal members. Any communications regarding administrative or financial matters shall be made exclusively to SCCA.

Sincerely,
Mohammed Alyousef
Case Counsel

Encl.:

- Statement of Acceptance

STATEMENT OF ACCEPTANCE

SCCA-0987

Tawsea (Public Shareholding Company (“Claimant”))

v.

Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”)

1. Acceptance of Appointment

I accept this appointment and will faithfully and fairly hear and decide the dispute between the parties in the above-captioned matter in accordance with their arbitration agreement, the SCCA Arbitration Rules, and the SCCA’s Code of Ethics for Arbitrators.

I confirm that I am familiar with and will abide by the SCCA Arbitration Rules with its appendices and accept the Arbitral Tribunal Fee as described in the SCCA Notice of Compensation Arrangements.

I confirm that my full name, nationality, role, and the method of my appointment may be published by SCCA, or a third party authorized by SCCA.

2. Availability

I commit to devoting the necessary time to work on and decide this matter diligently, efficiently, and expeditiously. I confirm that any pending and known future assignments of any kind will not interfere with the time I commit to this matter.

3. Impartiality and Independence

I acknowledge my duty under the SCCA Arbitration Rules to disclose any circumstance likely to give rise to justifiable doubts as to my impartiality or independence (Article 17(2)). This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities that have direct or indirect interest in the outcome of this matter. Such relationship may, among other things, be financial, professional or social in nature. I acknowledge that this is a continuing obligation throughout my service in this matter.

I confirm that I am familiar with the enclosed Disclosure Guidelines for Arbitrators Serving on SCCA-Administered Cases and the SCCA’s Code of Ethics for Arbitrators, which require the disclosure of any interest or relationship that might create an appearance of partiality (Canon II).

I confirm that my acceptance is in compliance with any local statutory requirements, rules, regulations, and/or ethics standards.

I understand that my obligation to check for conflicts and make disclosures is ongoing throughout my service as an arbitrator in this matter, and that failure to make appropriate and timely disclosures may result in my removal as arbitrator from this matter and/or, where applicable, my removal from the SCCA Roster of Arbitrators.

If a member of the SCCA Roster of Arbitrators: I confirm that I have reviewed the biographical information SCCA has on record for me – which SCCA may have provided to the parties in this proceeding – and confirm that it is current, accurate, and complete. Otherwise, I confirm that I have enclosed an updated resume that reflects any changes to my biographical information, which I also have brought to SCCA’s attention.

I confirm that I have diligently conducted conflict checks, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the SCCA Arbitration Rules, the SCCA Code of Ethics for Arbitrators and any other applicable statutory rules and regulations.

4. Translation, and depositing the Award

If the arbitration seat is in Saudi Arabia, I commit to fulfilling the legal requirements of translating and depositing the award per Article 44 of the Saudi Arbitration Law.

If needed, I hereby authorize the Saudi Center for Commercial Arbitration to deposit the award with the competent court on behalf of the Arbitral Tribunal.

Please select one of the following options:

I have nothing to disclose.

-OR- I accept this appointment and have made disclosures in this form and/or on an enclosed sheet. I confirm that I am impartial and independent and intend to remain so.

Signature:



Name: Danah Al-Majed

Date: 2 September 2025

CONFIDENTIAL

20 September 2025

For Claimant:

Muneerah Al-Mubarak
Diwan & Partners
Building 666, Floor 40, AL-Tilal Street
P.O Box 376
Al-Wadi, Desert Kingdom

By email only to:

m.almubarak@Diwan.com

For Respondent:

Saud Al-Ahmad
Kanouniyoon group
35 Main Street
P.O Box 2325
Republic of the Alps

By email only to:

s.alahmad@qanoonyoon.na

Subject: SCCA-0987 – Tawsea (Public Shareholding Company (“Claimant”) v. Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”) – Appointment Letter and Constitution of the Arbitral Tribunal

Dear Counsel,
Greetings

The SCCA Court issued its decision confirming the nomination of Dr. AbdulAziz Al-Jawad as a presiding arbitrator in the above-mentioned matter. We are enclosing Dr. Al-Jawad’s Statement of Acceptance for your reference.

The Tribunal will contact the parties shortly to schedule the case management conference or otherwise advise of the next steps in this arbitration proceeding.

There shall be no *ex-parte* communication via phone or other means with the Arbitral Tribunal members. Any communications regarding administrative or financial matters shall be made exclusively to SCCA.

Sincerely,
Mohammed Alyousef
Case Counsel

Encl.:

- Statement of Acceptance

STATEMENT OF ACCEPTANCE

SCCA-0987

Tawsea (Public Shareholding Company (“Claimant”))

v.

Metro Limited Contracting and Technology (Limited Liability Company) (“Respondent”)

1. Acceptance of Appointment

I accept this appointment and will faithfully and fairly hear and decide the dispute between the parties in the above-captioned matter in accordance with their arbitration agreement, the SCCA Arbitration Rules, and the SCCA’s Code of Ethics for Arbitrators.

I confirm that I am familiar with and will abide by the SCCA Arbitration Rules with its appendices and accept the Arbitral Tribunal Fee as described in the SCCA Notice of Compensation Arrangements.

I confirm that my full name, nationality, role, and the method of my appointment may be published by SCCA, or a third party authorized by SCCA.

2. Availability

I commit to devoting the necessary time to work on and decide this matter diligently, efficiently, and expeditiously. I confirm that any pending and known future assignments of any kind will not interfere with the time I commit to this matter.

3. Impartiality and Independence

I acknowledge my duty under the SCCA Arbitration Rules to disclose any circumstance likely to give rise to justifiable doubts as to my impartiality or independence (Article 17(2)). This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities that have direct or indirect interest in the outcome of this matter. Such relationship may, among other things, be financial, professional or social in nature. I acknowledge that this is a continuing obligation throughout my service in this matter.

I confirm that I am familiar with the enclosed Disclosure Guidelines for Arbitrators Serving on SCCA-Administered Cases and the SCCA’s Code of Ethics for Arbitrators, which require the disclosure of any interest or relationship that might create an appearance of partiality (Canon II).

I confirm that my acceptance is in compliance with any local statutory requirements, rules, regulations, and/or ethics standards.

I understand that my obligation to check for conflicts and make disclosures is ongoing throughout my service as an arbitrator in this matter, and that failure to make appropriate

and timely disclosures may result in my removal as arbitrator from this matter and/or, where applicable, my removal from the SCCA Roster of Arbitrators.

If a member of the SCCA Roster of Arbitrators: I confirm that I have reviewed the biographical information SCCA has on record for me – which SCCA may have provided to the parties in this proceeding – and confirm that it is current, accurate, and complete. Otherwise, I confirm that I have enclosed an updated resume that reflects any changes to my biographical information, which I also have brought to SCCA’s attention.

I confirm that I have diligently conducted conflict checks, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the SCCA Arbitration Rules, the SCCA Code of Ethics for Arbitrators and any other applicable statutory rules and regulations.

4. Translation, and depositing the Award

If the arbitration seat is in Saudi Arabia, I commit to fulfilling the legal requirements of translating and depositing the award per Article 44 of the Saudi Arbitration Law.

If needed, I hereby authorize the Saudi Center for Commercial Arbitration to deposit the award with the competent court on behalf of the Arbitral Tribunal.

Please select one of the following options:

I have nothing to disclose.

-OR- I accept this appointment and have made disclosures in this form and/or on an enclosed sheet. I confirm that I am impartial and independent and intend to remain so.

Signature:



Name: AbdulAziz Al-Jawad

Date: 20 September 2025

Saudi Center for Commercial Arbitration Case

No. SCCA-0987

Filed by

Tawsea (Public Shareholding Company)

“Claimant”

v.

Metro Limited Contracting and Technology (Limited Liability Company)

“Respondent”

Procedural Order No. 1

Arbitral Tribunal:

Arbitral Tribunal Chair: Dr. Abdulaziz Jawad

Arbitral Tribunal Member: Mr. Jehad Nouraddin

Arbitral Tribunal Member: Ms. Dana al-Majed

Procedural Order No. 1

This order was issued on Monday, 30 September 2025 by the arbitral tribunal chaired by Dr. Abdulaziz Jawad (presiding arbitrator) with Ms. Dana al-Majed and Mr. Jehad Nouraddin as tribunal members.

Procedural History

- 1- On 3 August 2025, Tawsea (Public Shareholding Company) (“**Claimant**”) filed for arbitration (“**RFA**”) against Metro Limited Contracting and Technology (Limited Liability Company) (“**Respondent**”) based on Clause 21-6 of the contract for the design, supply, and installation of smart electricity meters dated 5 March 2024 and made between the Claimant and the Respondent, as well as Clause 10 of the supply contract for smart traffic signals dated 11 February 2025, in accordance with Article 5 of the Arbitration Rules of the Saudi Center for Commercial Arbitration (“**Arbitration Rules**”).
- 2- The RFA was filed with the Saudi Center for Commercial Arbitration (“**SCCA**”) as Arbitration Case No. SCCA-0987 between the Claimant and the Respondent.
- 3- The Respondent submitted its answer to the RFA on 27 August 2025.
- 4- The arbitral tribunal was constituted on 20 September 2025 by a decision of the SCCA Court in accordance with Article 16 of the Arbitration Rules. It is chaired by Dr. Abdulaziz Jawad and has Ms. Dana al-Majed and Mr. Jehad Nouraddin as members.
- 5- The arbitral tribunal held the first procedural session on 30 September 2025 with the Parties’ representatives present. In the session, the terms of reference for the arbitration procedures were agreed upon as documented in the minutes, which have been signed by the arbitral tribunal and the Parties to the case.

I. Submission of memoranda, written evidence, and notifications

- 6- Each party will send its memoranda, written evidence, and notices to each member of the arbitral tribunal, other parties, and SCCA (by email, in the form of an electronically searchable PDF).

II. Written memoranda:

- 7- The Claimant and the Respondent will submit their memoranda within the prescribed deadlines (the schedule of deadlines will be provided to the Parties later).
- 8- The Parties will submit their memoranda on two-sided A4 paper.

III. Evidence:

- 9- In matters of evidence, the arbitral tribunal will apply the SCCA rules and may be guided by

internationally recognized rules of evidence in international commercial arbitration.

IV. Witness testimony and expert reports

- 10- A party wishing to use a fact witness or expert will submit the witness's written testimony or the expert's report and their officially certified translation if it is in a language other than Arabic, the language of the present arbitration – with the memoranda referenced in Paragraph 6 above.
- 11- The arbitral tribunal has the right – after consultation with the Parties – to appoint an expert as it deems necessary and to determine the elements of the expert's task.
- 12- The written testimony of witnesses or written reports of experts will suffice, with no need to question the witnesses or experts during arguments unless the need arises, subject to obtaining prior permission from the arbitral tribunal.
- 13- Each party shall bear the expenses associated with its witnesses and experts, without prejudice to the arbitral tribunal's decision as to which party ultimately bears those expenses.
- 14- These provisions also apply to experts. In addition, any expert's report must include an acknowledgment of his or her duty to assist the arbitral tribunal.

V. Oral pleading session

- 15- The procedures for the oral hearing session will be conducted as agreed by the Parties to the arbitration before the commencement of that session. The arbitration board has the right to administer the proceedings as it sees fit to achieve procedural justice and equality between the Parties during the oral hearing session.

VI. Language of arbitration and translation/interpretation

- 16- In accordance with the agreement of the Parties, the language of arbitration is Arabic. All memoranda and testimonies, including expert reports and witness testimonies, will be submitted in Arabic, with an Arabic translation of any documents written in other languages.
- 17- Unofficial translations of non-Arabic legal texts and documents are sufficient. If a party objects to an unofficial translation on specific grounds, the arbitral tribunal will have the right to sanction the translation if it deems appropriate.

VII. Modification of orders

- 18- Changes may be made to any order issued by the arbitral tribunal either at the request of a

party or at the initiative of the tribunal if the circumstances so warrant.

VIII. Correspondence between the arbitral tribunal and the parties

- 19- The presiding arbitrator or another authorized arbitral tribunal member will correspond and consult with the Parties regarding the arbitration procedures in general.

IX. Points of agreement

- 20- The Saudi Center for Commercial Arbitration Rules in force as of May 2023 are the rules applicable to the arbitration proceedings.
- 21- The law applicable to the arbitration proceedings is the Desert Kingdom arbitration law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the subsequent amendments made in 2006.
- 22- The Parties acknowledge that all of the above-mentioned countries are Contracting States and have ratified the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG), and its general civil code is in full compliance with the UNIDROIT Principles (Fourth Edition, 2016, as translated in 2025).
- 23- The Parties acknowledge that all of the above-mentioned countries have ratified the Convention on the Recognition and enforcement of Foreign Arbitral Awards, known internationally as the New York Convention of 1958.
- 24- The Parties to the arbitration acknowledge and agree that there are two contracts between them, but they disagree as to the legal description of the two contracts, and also as to combining the two contracts into a single request for arbitration due to a connection between the two contracts in accordance with Article 11 of the SCCA Rules.

X. Procedural order to the Parties

Following review of the case file, the Arbitral Tribunal requests that the Parties submit their memoranda based on and in response to the following questions. The memoranda should not go beyond answering the following questions:

- A. Is it permissible to consolidate arbitration requests arising from multiple contracts into a single arbitration request under Article 11.1 of the SCCA Arbitration Rules?
- B. Is the dispute regarding the joint contribution to the development of innovation and invention considered an arbitrable matter?
- C. Does the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) apply to the 5 March 2024 contract for design, supply, and installation?

D. Did the Respondent supply smart electricity meters that do not conform to the contract conditions and agreement terms?

Issued in Desert Kingdom

30 September 2025

Arbitral Tribunal

Signature

Dr. Abdulaziz Jawad (Chair)



Mr. Jehad Nouraddin (Member)



Ms. Dana al-Majed (Member)



Saudi Center for Commercial Arbitration Case

No. SCCA-0987

Filed by

Tawsea (Public Shareholding Company)

“Claimant”

v.

Metro Limited Contracting and Technology (Limited Liability Company)

“Respondent”

Procedural Order No. 2

Arbitral Tribunal:

Arbitral Tribunal Chair: Dr. Abdulaziz Jawad

Arbitral Tribunal Member: Mr. Jehad Nouraddin

Arbitral Tribunal Member: Ms. Dana al-Majed

Procedural Order No. 2

This order was issued on Sunday, 16 November 2025 by the arbitral tribunal chaired by Dr. Abdulaziz Jawad (presiding arbitrator) with Ms. Dana al-Majed and Mr. Jehad Nouraddin as tribunal members. The tribunal issued this order for three reasons: To address procedural and substantive matters raised by the parties following the Claimant's submission of the arbitration request, the Respondent's response to the arbitration request, and to respond to the parties' inquiries regarding procedural and substantive matters related to the current case.

I. Application to register a patent with the Intellectual Property Authority

1. According to paragraph 8 of the response to the arbitration request, the Respondent proposed the idea to integrate smart traffic signals into the Smart City Project to take advantage of the existing infrastructure, communication networks, and smart energy systems, and to institute a system of smart traffic signals. The Respondent also presented a patent called "Predictive Alerts" that was developed by the Respondent's technology team during the implementation of the infrastructure works for the Claimant's Smart City Project.
2. After the arbitration request was submitted, the Claimant became aware that the Respondent had submitted an application to register the "Predictive Alerts" innovation as a patent with the Intellectual Property Authority, without notifying the Claimant or mentioning its contribution to the development of that innovation.
3. The Claimant submitted a written request to the arbitral tribunal in which it stated its objections to the Respondent's application to register the patent with the Intellectual Property Authority without stating its joint contribution to that innovation.
4. Accordingly, the Claimant asked the arbitral tribunal to render an award on the following requests:
 - › First: Issue a declaratory award establishing the Claimant's contribution to that innovation, given that the Respondents's team would not have been able to arrive at that innovation without the Claimant's contribution of the Smart City Project's infrastructure.
 - › Second: Stop the Respondent's monopolistic exploitation of the patent and

compensate the Claimant for the potential damages from such exploitation.

5. For its part, the Respondent submitted a request to the arbitral tribunal asking it to determine that it does not have jurisdiction over any dispute related to the patent due to the non-arbitrability of such a dispute, as it falls outside the scope of the arbitration clause agreed upon in the contract, and due to the failure to follow the dispute avoidance and adjudication board procedures imposed in the FIDIC contract. Furthermore, government or judicial bodies – not not arbitral tribunals – have exclusive jurisdiction in Desert Kingdom over intellectual property disputes, and the substance of the dispute concerns the validity of a patent registration.

II. Multiple contracts

6. The Claimant submitted a clarification to the arbitral tribunal, wishing to state that the reason that led it to conclude a completely new contract relates to the Respondent's internal compliance rules. The Respondent's management deemed that signing an annex to Contract No. 1 would take a longer time than is required under the company's internal procedures to sign a new contract (Contract No. 2), and it would also require additional approvals and procedures. The Claimant has asserted that although the two contracts are separate, they coincide in all other respects, which necessitates treating the two contracts as one in the event of a dispute. According to the Claimant, the new contract was discussed and agreed upon by both parties very smoothly and quickly. A condition on proficiency in English for the chairman of the arbitral tribunal was added to Contract No. 2 after a proposal made by the Respondent. This was done following consultation with its technology team, which asserted that it would be important to have a chairman proficient in English, given the specialized technical and technological subject of the contract (smart traffic signals).
7. The Respondent has submitted to the arbitral tribunal a request to amend its claims. It has requested compensation of \$2 million as a result of assisting the Claimant in preparing the infrastructure due to its advanced expertise and its commitment to completing the work in the best manner possible and establishing infrastructure that is fully suited to the smart signals that it will install, despite the fact that the contract had made this an obligation for which the Claimant is responsible.

III. Response to the parties' inquiries regarding certain procedural and substantive matters

- 1- **Please provide us with the initial contract, which is the design, installation, and supply contract.**

It is a FIDIC Yellow Book contract, plus the attachments mentioned in Claimant Exhibit 1.

- 2- **Please send the Employer Requirements referenced on page 13.**

Please review the FIDIC Yellow Book contract as well as the attachments mentioned in Claimant Exhibit 1. It should be noted that neither the Employer Requirements nor the agreement of the parties in the contract include any indication of an obligation to use a specific language, nor is there any clause requiring the mandatory use of any language in the performance of contractual obligations.

- 3- **It was stated in the second contract that the Claimant is responsible for preparing the infrastructure, while the Respondent mentioned that it obtained the patent during the implementation of those works. Is it possible to specify the party actually responsible for the infrastructure works?**

The Respondent assisted the Claimant in preparing the infrastructure due to its advanced experience and its commitment to establishing infrastructure that is fully suited to the smart signals that it will install, despite the fact that the contract had made this an obligation for which the Claimant is responsible.

- 4- **What is the schedule for the project's infrastructure works, within the schedule mentioned on page 8?**

The schedule is not attached. All work must be completed by 1 May 2025.

- 5- **Who is responsible for preparing the infrastructure and ensuring it is ready? The email sent by the Respondent on page 44 (Respondent Exhibit 4) indicates that the Respondent was the one carrying out the infrastructure preparation work, which is contrary to the provision of Clause 6.**

The Respondent assisted the Claimant in preparing the infrastructure due to its advanced experience and its commitment to establishing infrastructure that is fully suited to the

smart signals that it will install, despite the fact that the contract had made this an obligation for which the Claimant is responsible.

- 6- **Why did both parties rely on Clause 21-6 to determine the substantive law in the arbitration request (page 9) and the response to the arbitration request (page 38)? The clause speaks of procedural law and is linked to Clause 10, which also speaks of procedural law.**

Clause 21-6 of the first contract and Clause 10 of the second contract are the arbitration clauses, not the laws applicable to the basis of the dispute.

- 7- **Why didn't Metro Limited Contracting reply to the Claimant's inquiry dated 29 March 2025? Is there any evidence that it received this inquiry, or documentation of any other attempts at amicable resolution before resorting to arbitration?**

It replied to the inquiry a week after the date of receipt. Metro Limited has proof of receiving the correspondence, and the company subsequently made additional attempts at contact in order to discuss an amicable resolution before proceeding with arbitration.

- 8- **Must students rely only on the facts mentioned in the documents, or can they expand and make up facts?**

Please stick to the facts in the file.

- 9- **Was the "written notice" stipulated in Clause 6 of Contract No. 2 (regarding the infrastructure being ready) sent, and from which party and on what date?**

The written notice was not sent by the Claimant, as it did not do the work itself, but rather the Respondent did it!

- 10- **Were English and Arabic mentioned as part of the Employer Requirements or the Bid Letter in Contract No. 1, or were minority languages and the Nabataean language referenced?**

The Employer Requirements included technical specifications for the smart traffic signals, without specifying the approved language. It should be noted that signals are often programmed in English automatically, and any other language is added upon request.

- 11- **Are the electricity meters supplied by the Respondent to the Claimant standard**

meters or custom-made?

The electricity meters are manufactured according to industry standards and are not custom-made.

12- What is the annex that was signed as an annex to the first contract? What is its content, and what is its impact on the contractual relationship between the two parties?

The said annex was not signed; the parties decided to sign a second contract for the supply of smart traffic signals.

13- Is the Municipal Council decision on considered part of the law of the State? Does the law of the State address the issue of arbitration in patents, and was the patent in question registered or not?

Yes, the Municipal Council decision is binding on parties within its geographic scope.

Desert Kingdom
16 November 2025

Arbitral Tribunal

Dr. Abdulaziz Jawad (Chair)

Mr. Jehad Nouraddin (Member)

Ms. Dana al-Majed (Member)

Signature





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الشريك المعرفي | Knowledge Partner



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