

| Document name: | Service Agreement |
|--|-------------------|
| <p><i>THIS DOCUMENT IS A BASIC SAMPLE SERVICE AGREEMENT PROVIDED FOR GENERAL REFERENCE PURPOSES ONLY. IT DOES NOT CONSTITUTE LEGAL ADVICE. PARTIES INTENDING TO ENTER INTO SUCH AN AGREEMENT ARE STRONGLY ENCOURAGED TO SEEK ADVICE FROM A QUALIFIED LEGAL PROFESSIONAL LICENSED TO PRACTICE IN THE UNITED ARAB EMIRATES TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND TO ADDRESS THEIR SPECIFIC CIRCUMSTANCES.</i></p> | |



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of [EFFECTIVE DATE] ("Effective Date"), by and between:

[CLIENT NAME], a company duly organized and existing under the laws of [CLIENT JURISDICTION], having its principal place of business at [CLIENT ADDRESS] ("Client"),

AND

[SERVICE PROVIDER NAME], a company duly organized and existing under the laws of [SERVICE PROVIDER JURISDICTION], having its principal place of business at [SERVICE PROVIDER ADDRESS] ("Service Provider").

WHEREAS, Client desires to engage Service Provider to render certain services, and Service Provider agrees to render such services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT OF SERVICES

Service Provider hereby agrees to perform, and Client hereby engages Service Provider to perform, the services described in **Schedule A** attached hereto and made a part hereof ("Services").

Any material modification or addition to the Services shall be effected only by written instrument executed by both parties.

2. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until completed, unless sooner terminated pursuant to this Section.

Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party.

This Agreement may be terminated by either party immediately upon written notice if the other party breaches any material provision hereof and fails to cure such breach within fifteen (15) days following receipt of notice specifying such breach.

In the event of termination, Service Provider shall immediately cease all Services and deliver to Client all Work Product (as defined herein) developed up to the effective date of termination.

Client shall pay Service Provider any fees accrued for Services rendered as of the date of termination.

3. FEES AND PAYMENT

In consideration of the performance of Services, Client shall pay Service Provider the fees set forth in **Schedule B**.

Service Provider shall submit invoices to Client in accordance with the payment schedule specified in Schedule B. All payments shall be made within thirty (30) days following Client's receipt of a properly issued invoice.

Any amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less.

Each party shall be responsible for and shall pay all taxes assessed upon it in connection with this Agreement, except that Client shall be responsible for any sales or value-added taxes imposed with respect to the Services.

4. CONFIDENTIALITY

Each party (the "Receiving Party") acknowledges that it may have access to or be exposed to the confidential, proprietary and/or trade secret information of the other party (the "Disclosing Party"). The Receiving Party shall keep all such information strictly confidential and shall not disclose such information to any third party except as required by law or with the prior written consent of the Disclosing Party.

The obligations herein shall not apply to information which (a) is or becomes part of the public domain other than by breach of this Agreement, (b) is lawfully received from a third party without duty of confidentiality, (c) is independently developed by the Receiving Party without reference to or use of the Confidential Information, or (d) is required to be disclosed by law or court order, provided that, to the extent legally permissible, the Disclosing Party is given prompt written notice of such requirement.

The obligations of confidentiality set forth in this Section shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

5. INTELLECTUAL PROPERTY

All deliverables, inventions, materials, documentation, reports, or other work product developed by Service Provider exclusively for Client in connection with this Agreement (collectively, "Work Product") shall be deemed "works made for hire" and shall be the sole and exclusive property of Client from the moment of creation. To the extent that ownership does not vest in Client under applicable law, Service Provider hereby irrevocably assigns to Client all right, title, and interest in and to such Work Product.

Notwithstanding the foregoing, Service Provider shall retain all right, title, and interest in any pre-existing materials or intellectual property not specifically developed for Client hereunder ("Background IP"). Service Provider hereby grants Client a perpetual, irrevocable, royalty-free, and non-exclusive license to use, reproduce, and display such Background IP solely as necessary in connection with the intended use of the Work Product.

Service Provider hereby irrevocably waives all moral rights in and to any Work Product to the fullest extent permitted by applicable law.

6. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that (a) it possesses full right, power and authority to enter into and perform its obligations under this Agreement; and (b) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Service Provider represents and warrants that the Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages (including loss of profits, business or data), whether in an action in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages.

The aggregate liability of either party under this agreement shall not exceed the total amount of fees actually paid or payable by client to service provider under this agreement.

8. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months following its expiration or termination, neither party shall, directly or indirectly, solicit for employment or hire any employee, agent, or contractor of the other party who was materially involved in the performance of this Agreement, without the express prior written consent of the other party.

9. GOVERNING LAW; DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of [GOVERNING LAW], without regard to its conflict of laws principles.

Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be finally settled by binding arbitration in accordance with the rules of [ARBITRATION RULES]. The arbitration shall take place in [ARBITRATION VENUE], and the language of arbitration shall be English.

10. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized courier (with written confirmation of receipt); or (c) on the date sent by email (with confirmation of transmission), in each case to the addresses or email addresses set forth above (or to such other address as may be designated by notice in accordance herewith).

11. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

This Agreement may not be amended or modified except by a written agreement executed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

| | |
|------------|------------------|
| Signature: | Signature: |
| Client | Service Provider |

Schedule A – Description of Services
[DESCRIBE SERVICES IN DETAIL]

Schedule B – Fees and Payment Terms
[FEES AND PAYMENT DETAILS]

