

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is made on this _____ day of _____ (the "**Agreement**").

BETWEEN:

1. DTL Information Technologies, a sole establishment having its address at Bay Square Building 3, Office 408, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as "**DTL**", which where appropriate shall include its successors and assigns);

AND

2. _____, a _____ bearing registration No. _____ having its address at _____ (hereinafter referred to as "**the Service Provider**", which where appropriate shall include its successors and assigns).

(DTL and the Service Provider shall individually be referred to as a "Party" and jointly as the "Parties".)

WHEREAS:

- A. DTL is the owner of an online services marketplace, "Sirwiss" which facilitates customers of SP to book and engage service providers that are listed on SP to provide various services to such customers.
- B. The Service Provider desires to register itself and list its services on SP to be able to provide services required by customers in accordance with terms and conditions for access and use of SP.
- C. In consideration of payment of the Quotation Fee, DTL shall provide the Service Provider with access to SP to be able to offer its services to customers in accordance with the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

"**Business Day**" means a day (other than Saturday, Sunday or public holiday in United Arab Emirates) when banks in United Arab Emirates are open for business;

"**Confidential Information**" means information, the form of expression, any and all technical and non-technical information directly or indirectly provided by either Party to the other, including but not limited to patent and patent applications, trade secrets, and proprietary information, ideas, techniques, drawings, works of authorship, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the disclosing Party, and including, without limitation, information concerning research, experimental work, development, design details and specifications, prepared information packages, financials, names of potential acquisitions, intermediaries, financial information, procurement requirements, purchasing, manufacturing, customer/client lists, telephone numbers, investors, business and contractual relationships (actual or prospective), business forecasts, sales and merchandising, marketing plans and information regarding third parties;

"**Customer**" means a natural person who is at least 18 years of age and has access or is registered to use SP for the purpose of engaging Service Providers to provide Services.

"**Customer Request**" means a request from a Customer for a Service that has been posted on SP;

"**Document**" means any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

"**Force Majeure Event**" means an act, event, omission or accident beyond the reasonable control of the Parties, acts of God including without limitation fire, flood, earthquake, windstorm or other natural disaster; war, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; explosion or accidental damage; loss at sea; extreme adverse weather conditions; collapse of building structures, failure of machinery, computers (including computer server failure) or vehicles;

"**Intellectual Property Rights**" means right, title and interest (whether legal, equitable or otherwise) in and to copyright, rights in databases, patents, trademarks, service marks, design rights, get-up, logos, rights in goodwill, compilations, inventions, know-how, confidential information, trade secrets, trade names, business names, domain names together with any similar rights as may exist from time to time anywhere in the world;



“**Loss**” means any claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses);

“**Privacy Policy**” means the Privacy Policy for access and use of SP;

“**Quotation**” means the Service Provider’s quotation in response to a Customer Request on SP which incorporates the offer, Quotation Fee and Service Provider Information on SP in a form satisfactory to DTL;

“**Quotation Fee**” means the non-refundable fee of AED 10 per Quotation payable by the Service Provider to DTL in respect of access and use of SP;

“**Selection Criteria**” means the criteria determined by DTL for selection of Service Providers which shall be notified to the Service Providers from time to time;

“**Services**” means the various services listed, quoted, scheduled, offered or provided by the Service Provider or its permitted agents, subcontractors, consultants and employees to the Customers.

“**Service Fee**” means the fee for provision of a Service quoted by the Service Provider in response to a Customer Request which shall form part of the Quotation;

“**Service Provider’s Equipment**” means any equipment, including tools, systems or facilities provided to the Customer by the Service Provider and used directly or indirectly in the provision of the Services;

“**Service Provider Information**” means all information relating to the Service Provider’s business and the Services which it provides as well as any technical, computing and editorial Documents required for its Quotation and for the description of its Services under the relevant category on SP including, without limitation, a valid working e-mail address;

“**Service Provider’s Team**” means the Service Provider and any and all of its employees;

“**SP**” means all DTL websites, mobile or other applications, software, programs, processes, loyalty schemes and any other services provided by or through DTL’s platform or its Affiliates.

“**VAT**” means Value Added tax (or any other similar tax) introduced in future at the then prevailing rate from time to time.

“**Wallet**” means the virtual wallet maintained on SP by the Service Provider.

2. Consideration

- 2.1 In consideration of the Service Provider paying to DTL, the Quotation Fee, DTL shall provide the Service Provider access and usage of SP in order to view Customer Requests, post Quotations and provider Services to the Customers.

3. Service Provider Responsibilities

- 3.1 The Service Provider shall:

- 3.1.1 register and create an account on SP upon signing of this Agreement and provide such Service Provider Information as may be requested by DTL from time to time;
- 3.1.2 deposit and maintain a minimum of AED NIL in the Wallet to enable DTL to deduct the Quotation Fee immediately upon the Quotation being issued by the Service Provider;
- 3.1.3 provide the Services to each Customer who books Services on the terms and conditions set out on SP and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
- 3.1.4 meet any performance dates agreed between the Service Provider and a Customer whether via SP or in any estimate, quote, other document or otherwise. If the Service Provider fails to do so, DTL may (without prejudice to any other rights it may have) exercise its right to terminate this Agreement;
- 3.1.5 co-operate with DTL and the Customers in all matters relating to the Services;
- 3.1.6 procure the availability of the Service Provider’s Team to provide the Services on such days, and at such times, as the Customer may reasonably require;
- 3.1.7 promptly inform the Customer and DTL of the absence of a member of the Service Provider’s Team. To the extent that such absence results in the Service Provider being unable to provide the Services, the Service Provider shall, upon the reasonable request of a Customer, use its reasonable endeavours to provide a suitably qualified replacement member of the Service Provider’s Team;

- 3.1.8 ensure that the Service Provider's Team use all reasonable skill and care and maintain all standards which may be expected in accordance with the Service Provider's certifications and qualifications and the generally recognised commercial practices which may reasonably be expected of a service provider providing services similar to the Services;
- 3.1.9 observe, and ensure that the Service Provider's Team observe, all health and safety rules and regulations and any other security requirements that apply to the provision of the Services. The Service Provider agrees that access to the Customer's premises shall only be given to the extent necessary for the performance of the Services;
- 3.1.10 notify DTL and the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
- 3.1.11 before the date on which the provision of the Services is due to start, obtain, and at all times maintain, all necessary qualifications, licences and consents and shall at all times comply with all relevant legislation and rules of any relevant regulatory or governing body in relation to:
 - (i) the Services; and where applicable;
 - (ii) the installation of the Service Provider's Equipment;
 - (iii) the use of all Documents, information, goods and materials provided by the Service Provider or its employees relating to the Services which existed prior to the commencement of the Agreement, including computer programs, data, reports and specifications; and
 - (iv) the use of the Customer's property in relation to the Service Provider's Equipment or the premises where any Services are provided;whether the Services are provided at a Customer's home or premises or at the Service Provider's place of business or elsewhere;
- 3.1.12 at its sole expense, upload the Service Provider Information to the Service Provider's designated extranet page on SP as notified to the Service Provider by DTL in a form capable of being published immediately on SP;
- 3.1.13 at all times keep all passwords and login details relating to SP or otherwise provided by DTL to the Service Provider confidential and shall not disclose such details to any third party;
- 3.1.14 notify DTL of any infringement or suspected infringement of DTL's Intellectual Property Rights or any allegation made against the Service Provider relating to the Service Provider Information; and
- 3.1.15 at all times comply with the rules and regulations of any governing or regulatory body which apply to the Service Provider and notify DTL as soon as reasonably practical if any such rules and regulations shall, in the Service Provider's reasonable opinion, prevent or delay the provision of Services by the Service Provider.

4. Service Provider Information

- 4.1 The Service Provider hereby irrevocably represents and warrants that:
 - 4.1.1 it is the sole and exclusive author of the text, designs, logos, marks, images and the like contained in the Service Provider Information and that it is the exclusive owner or the exclusive licensee of all the rights and title to the Service Provider Information which may be necessary for its appearance on SP;
 - 4.1.2 the Service Provider Information does not infringe in any way the rights, including without limitation any Intellectual Property Rights of third parties;
 - 4.1.3 the Service Provider Information complies with all the laws and regulations in force, does not contravene any ethical rule and does not contain any message that is libellous, harmful or offensive; and
 - 4.1.4 the Service Provider Information is and shall at all times be true and accurate in all respects and that any Service Provider Information uploaded by the Service Provider to SP electronically shall be free from any errors, viruses, trojan horses, malware, spyware or anomalies likely to damage or alter SP or the computer hardware and software used by DTL or the Customers.
- 4.2 The Service Provider hereby grants to DTL a worldwide, royalty-free, non-exclusive and unrestricted perpetual right and licence to use, copy, translate and distribute the Quotation and any Service Provider Information contained therein.
- 4.3 DTL reserves the right at any time to refuse to include any part of the Service Provider Information or suspend the Quotation or remove it from SP and require the Service Provider to modify the Quotation for any reason including, without limitation, if in the reasonable opinion of DTL, it does not comply

with any law or regulation or is likely to cause offence to or a complaint from any Customer or third party. Such a refusal shall not entitle the Service Provider to claim against DTL for any Loss or to terminate this Agreement.

5. Service Provider Acknowledgements

5.1 The Service Provider hereby irrevocably agrees and acknowledges that:

- 5.1.1 it is familiar with the characteristics of the internet and its limitations;
- 5.1.2 data transmissions on the internet may have limited technical reliability and that they are published on heterogeneous networks with diverse technical capacities and characteristics which may become saturated at certain times of the day;
- 5.1.3 the data published on the internet in general and on SP in particular is not protected from possible corruption, theft and manipulation by third parties and, therefore, the communication of passwords, confidential codes and, in general, any information is at the Service Provider's own risk;
- 5.1.4 this Agreement does not constitute or imply any warranty, representation or undertaking from DTL as to the commercial success or profitability of the Quotation;
- 5.1.5 the Agreement does not constitute or imply any right or licence for the Service Provider to use any Intellectual Property Rights of DTL or any Customer and the Service Provider shall not use, copy or distribute any Intellectual Property Rights of DTL or any Customer without the prior written consent of DTL or the Customer (as applicable);
- 5.1.6 DTL may monitor response times to Customer Requests and that DTL may send qualitative questionnaires to Customers from time to time in order to monitor the quality, courteousness and professionalism of the Service Providers. DTL reserves the right to suspend or cancel a Quotation in the event of repeated negative responses to such questionnaires;
- 5.1.7 DTL shall not be responsible for any ratings posted by Customers on SP with respect to the Service Provider;
- 5.1.8 that the Service Provider is bound by the terms and conditions and the Privacy Policy of SP;
- 5.1.9 If there is inconsistency between the provisions of this Agreement and any agreement between a Service Provider and a Customer with regard to the provision of Services or the Service Provider's standard terms and conditions of business, the provisions of this Agreement shall prevail;
- 5.1.10 The Service Provider hereby irrevocably undertakes not to rely upon or seek to enforce any term of any other agreement it has with a Customer or any term contained in the Service Provider's standard terms and conditions of business which conflicts with or is inconsistent with the terms of this Agreement.

6. The Quotation

- 6.1 Subject to the Service Provider complying, meeting and continuing at all times to meet the Selection Criteria and having sufficient funds in its Wallet, DTL shall provide the Service Provider with access to SP and the right to post a Quotation.
- 6.2 DTL shall deduct the Quotation Fee from the deposit made in the Wallet maintained by the Service Provider as soon as the Service Provider uploads a Quotation on to SP.
- 6.3 DTL reserves the right to suspend or delay publication of the Quotation until sufficient funds are available in the Wallet of the Service Provider for the full payment of the Quotation Fee.

7. Provision of Services

7.1 The Service Provider shall at all times:

- 7.1.1 provide up to date copies of all relevant certificates, academic qualifications, diplomas, trade association membership documents and other similar documents relating to the Service Provider's trade or business;
- 7.1.2 ensure that all members of the Service Provider Team shall at all times hold a valid UAE work visa sponsored by the Service Provider;
- 7.1.3 satisfy and continue to satisfy each of the Selection Criteria as may be specified by DTL from time to time;
- 7.1.4 comply with all applicable laws and regulations in respect to the provision of the Services to the Customers;
- 7.1.5 use its best endeavours to ensure Customers are satisfied with the provision of the Services in particular, without limitation, by complying with delivery dates and any warranties, representations or other promises (express or implied) given regarding the Services and dates for delivery and completion of the relevant Services.



7.2 Late provision of Services

7.2.1 The Service Provider agrees that any delays in provision or performance of the Services or any incomplete or non-compliant Services shall entitle the Customer to cancel its appointment, order or his reservation, without liability to the Service Provider and without prejudice to the Customer's rights and remedies in respect of any Loss the Customer has suffered.

7.3 Cancellation of Services

The Service Provider agrees that it shall provide replacement Services or, at the Customer's discretion, refund or credit the price paid by the Customer in respect of any defective Services or Services which do not comply with the Customer's order. Any refund or replacement Services must be provided by the Service Provider at its own cost within 3 Business Days of the Customer's notification of such defect or non-compliance. Any such refund or replacement shall be in addition to the Customer's statutory rights.

7.4 Complaints procedure

7.4.1 In the event that a Customer complains about the Services provided by a Service Provider the Service Provider shall immediately inform DTL. The Service Provider shall commence an investigation into any such complaint, and notify the Customer of the Service Provider's proposed resolution to the complaint, within 48 hours of receiving a complaint from a Customer. If the Service Provider's proposed resolution to a complaint is ongoing, the Service Provider shall update the Customer in writing on a daily basis of the steps being taken by the Service Provider to resolve such complaint.

7.4.2 The Service Provider shall use its best endeavours to resolve a Customer's complaint as soon as reasonably practicable. In the event the Service Provider is unable or unwilling to resolve the Customer's complaint, DTL at its discretion, may appoint another service provider to complete the Service in a satisfactory manner acceptable to the Customer and the Service Provider agrees to be responsible for all costs associated with such remedial work which shall be deducted first from the Wallet. Any additional amounts shall be invoiced to the Service Provider and Service Provider hereby confirms its liability to pay any such invoiced payment forthwith.

7.5 General acknowledgements

7.5.1 The Service Provider acknowledges that a Customer Request is not binding on the Customer and does not commit the Customer to engage the Service Provider. A Quotation is only confirmed when the Customer confirms it, via SP, to the Service Provider.

7.5.2 DTL reserves the right to suspend or terminate a Quotation if a Service Provider fails to comply with its obligations under this clause 7.

8. Fees and payment

8.1 The Service Fee payable for the Services will be set out as part of the Quotation made on SP. The Service Provider agrees that the Service Fee shall be collected from the Customer by DTL and DTL shall hold the same on behalf of the Service Provider till completion of the Service.

8.2 Once the Service Provider has completed the Service and the Customer has approved completion of the Service through SP within a period of 10 days, DTL shall pay the Service Fee to the Service Provider within a period of 3 days to be calculated from the date of approval.

8.3 In the event, the Customer fails to provide approval through SP in respect of the Service within a period of 10 days of completion of the Service, it shall be deemed that approval has been given by the Customer and DTL shall make payment to the Service Provider.

8.4 The Service Provider shall be responsible for issuing an invoice for the Service Fee directly to the Customers once the Quotation has been accepted by the Customer through SP.

8.5 The Service Provider undertakes that its invoices shall comply with all applicable laws and regulations in every way and that it shall charge VAT where applicable.

9. Quality of Services

9.1 The Service Provider hereby warrants, represents and undertakes to DTL and to each Customer that:

9.1.1 the Service Provider shall use all reasonable skill and care and maintain all generally recognised commercial practices and standards which may be expected of it;

9.1.2 the Services will conform with all descriptions and specifications provided to the Customers by it; and

9.1.3 the Services shall be provided in accordance with all applicable legislation from time to time in force, and the Service Provider shall inform DTL and the Customers as soon as it becomes aware of any changes in that legislation.

9.2 The provisions of this clause (9) shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Service Provider.

10. Indemnity

10.1 The Service Provider shall indemnify and hold DTL and the Customers harmless from any Loss arising as a result of or in connection with:

10.1.1 any breach of and any alleged or actual infringement, whether or not under United Arab Emirates law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Service Provider Information or the Services; or

10.1.2 any claim made against DTL and/or the Customers in respect of any Loss or other damage, injury, cost or expense sustained by the Customer or by DTL or its employees or agents or by any third party to the extent that such Loss was caused by, relates to or arises from the provision of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by the Service Provider; or

10.1.3 any breach in respect of Service Provider Information uploaded on SP.

10.2 The Service Provider shall at all times hold and maintain in force, with a reputable insurance company, professional indemnity insurance policies as would usually be held and maintained by a service provider providing services similar to those provided by the Service Provider in the United Arab Emirates including but not limited to workman's compensation, third party cover, etc. covering all usual insured perils at usual sums insured (but in all events for not less than AED 1,000,000) and shall, at the time of signing of this Agreement, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11. Limitations on Liability

11.1 The Service Provider hereby irrevocably agrees and acknowledges that DTL shall not be liable to the Service Provider for any Loss suffered or incurred by the Service Provider in any way arising from or in respect of:

11.1.1 any technical fault on SP which is beyond the control of DTL;

11.1.2 any error or oversight by the Service Provider causing the suspension or disruption of his Quotation or resulting in the Quotation being inaccurate;

11.1.3 any corruption, theft or manipulation of the Service Provider Information and other data concerning the Service Provider by any third party;

11.1.4 DTL suspending access to SP for maintenance reasons or for alterations and/or updates;

11.1.5 any commitments or obligations made whether verbally or in writing by a Customer to the Service Provider; or

11.1.6 any claim or proceedings initiated by a Customer or other third party, which originate(s) from or in connection with the Quotation or resulting from any act or omission of the Service Provider in the provision of the Services or otherwise under or in respect of this Agreement.

11.2 If the Service Provider has a dispute with one or more Customers, the Service Provider releases DTL (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

11.3 DTL's only liability to the Service Provider shall be limited to consequence of the malfunction or failure of the SP as to cause and the Quotation fee as to the limit of liability.

12. Confidentiality

12.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 12.2.

12.2 Each Party may disclose the other Party's Confidential Information:

12.2.1 to its employees, officers or professional advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers or professional advisers to whom it discloses the other Party's Confidential Information comply with this clause 12; and

12.2.2 as may be required by law, court order or any governmental or regulatory authority. The Service Provider shall notify DTL of any such disclosure, if permissible.

12.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

13. Term

This Agreement shall commence on the date that the Service Provider accepts and signs this Agreement and shall continue unless this Agreement is terminated by one of the Parties in accordance with this Agreement.

14. Termination

14.1 This Agreement may be terminated by either Party giving to the other one month's notice in writing.

14.2 Without prejudice to any other rights or remedies which it may have, DTL may terminate this Agreement without liability to the Service Provider immediately on giving notice to the Service Provider and/or suspend the Quotation or remove it from SP if:

14.2.1 the Service Provider commits a breach of any of the terms of this Agreement and (if such a breach is remediable), the Service Provider fails to remedy that breach within 15 Business Days of being notified in writing of the breach; or

14.2.2 the Service Provider repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the conduct of the Service Provider is inconsistent with having the intention or ability to give effect to the terms of this Agreement; or

14.2.3 the Service Provider suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) are deemed unable to pay its debts;

14.2.4 the Service Provider commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or

14.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Service Provider; or

14.2.6 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Service Provider; or

14.2.7 a floating charge holder over the assets of the Service Provider has become entitled to appoint, or has appointed, an administrative receiver; or

14.2.8 a person becomes entitled to appoint a receiver over the assets of the Service Provider, or a receiver is appointed over the assets of the Service Provider; or

14.2.9 a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

14.2.10 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

14.2.11 there is a change of control ownership of the Service Provider; or

14.2.12 the Service Provider is convicted of any criminal offence; or

14.2.13 the Service Provider acts in any way which, in DTL's sole opinion, brings or may bring DTL into disrepute; or

14.2.14 the Service Provider fails at any time to meet or maintain the Selection Criteria; or

14.2.15 the Service Provider breaches any provisions of this Agreement relating to representations and warranties, Intellectual Property Rights, provision of Services, payment obligations, quality of Services, professional indemnity insurance or assignment.

14.3 On termination of this Agreement for any reason, the Service Provider shall immediately:

14.3.1 complete all Services which it has agreed to provide to Customers which have not been completed prior to the termination date unless instructed not to do so by DTL or the Customer;

14.3.2 cease representing or holding itself out as having any involvement with DTL or SP; and

14.3.3 cease using any promotional material or other items provided to it by DTL or SP and, upon DTL's demand, return any such material or items to DTL or destroy them.



14.4 On termination of the Agreement (however arising) the accrued rights and liabilities of the Parties as at termination, and the following clauses, shall survive and continue in full force and effect:

- (i) clause 3;
- (ii) clause 7;
- (iii) clause 9;
- (iv) clause 10;
- (v) clause 11;
- (vi) clause 12.1;
- (vii) clause 26; and
- (viii) clause 27.

15. Remedies

15.1 If any Services are not supplied in accordance with, or the Service Provider fails to comply with, any terms of this Agreement, DTL shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- 15.1.1 To refuse to accept the provision of any further Services by the Service Provider and to require the immediate repayment by the Service Provider of all sums previously paid by a Customer to the Service Provider with regard to such Services as are defective or which have not been supplied; or
- 15.1.2 To require the Service Provider, without charge to DTL or the Customer, to carry out such additional work as is necessary to remedy the Service Provider's failure to the reasonable satisfaction of DTL and the Customer in question; or
- 15.1.3 To require the Service Provider to pay for all costs associated with additional work done by another service provider, chosen by DTL, to remedy the Service Provider's failure to complete the Service to the reasonable satisfaction of DTL and the Customer in question;
- 15.1.4 In any case, to claim such damages as it may have sustained in connection with the Service Provider's breach (or breaches) of this Agreement not otherwise covered by the provisions of this clause 15; or
- 15.1.5 Terminate this Agreement in whole or in part without liability to the Service Provider.

16. Variation

16.1 The Agreement may be varied or amended by DTL from time to time in writing via email or otherwise (the Amendment Notice).

16.2 The Service Provider agrees that its signature will not be required in respect of the Amendment Notice and this Agreement shall be deemed to be amended accordingly on receipt of the Amendment Notice.

17. Waiver

17.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

17.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.

17.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing. It shall apply only to the Party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

17.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18. Severance

18.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

18.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



19. Entire Agreement

19.1 This Agreement and any documents referred to in it constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

19.2 Each Party acknowledges that, in entering into this Agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement.

20. Force Majeure

20.1 A Party, provided that it has complied with the provisions of clause 20.3, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 20.3), the time for performance of the obligations shall be extended accordingly) arising from or attributable to a Force Majeure Event.

20.2 The corresponding obligations of the other Party will be suspended to the same extent as those of the Party first affected by the Force Majeure Event.

20.3 Any Party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

20.3.1 it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

20.3.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

20.3.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

20.4 If the Force Majeure Event prevails for a continuous period of more than one month, a Party may terminate this Agreement by giving 7 Business Days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

21. Assignment

21.1 The Service Provider shall not, without the prior written consent of DTL, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.2 DTL may, at any time, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.3 Each Party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

22. No Partnership or Agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. Rights of Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it including Customers to whom the Service Provider provides or has provided Services.

24. Notices

Any notice or other communication required by this Agreement to be given by either Party to the other shall be given by hand or sent by registered post or by any other means which any Party specifies by notice to the other Party at the address set out at the beginning of this Agreement. DTL may send notices to the Service Provider by e-mail to the e-mail address that is provided to DTL as part of the Service Provider Information. Notices sent to the Service Provider by e-mail shall be deemed to have been received by it 24 hours after they are sent, unless DTL receives notice that the email address is invalid. Notices sent to either Party by registered mail shall be deemed to have been received by that Party 3 days after they are sent.

25. Privacy

DTL does not sell or rent the Service Provider's personal information to third parties for their marketing purposes without its explicit consent. DTL uses the Service Provider Information only as described in the DTL Privacy Policy.

26. Dispute Resolution

- 26.1 If any dispute arises between DTL and the Service Provider in connection with this Agreement, the Service Provider and an authorised representative of DTL shall, within 5 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 26.2 In the event no amicable settlement is arrived at within thirty (30) days of the expiration of such request, the dispute will be referred to arbitration in accordance with the DIAC Arbitration Rules 2022. The arbitral tribunal shall consist of three (3) arbitrators. The seat of arbitration shall be Dubai International Financial Centre (DIFC) and the arbitration proceedings shall be conducted in English.

27. Governing Law and Jurisdiction

- 27.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of the United Arab Emirates.
- 27.2 The Parties irrevocably agree that any dispute or claim that arises out of or in connection with this Agreement or its subject matter shall be resolved by arbitration in accordance with the DIAC Arbitration Rules.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the above date.

Name:
For and On Behalf of
DTL INFORMATION TECHNOLOGIES

Name:
For and On Behalf of
