**AGREEMENT №number\* ON RENDERING INFORMATION SERVICES**

Date\*, 2023

**DP World Logistics FZE**, hereinafter referred to as the “Contractor” and represented by its Director, Mohamed Absar, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as the “Client” represented by its Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has concluded this Agreement as follows:

**1. Subject of the Agreement**

1.1. This Agreement adjusts the mutual relations of the Parties, connected with offering of the following service:

* subscription to (product name and description)\*

**2. Sum of the Agreement and payment procedure**

2.1. (Package terms and costs)\*

2.2. The fee of the service specified in the clause 1.1 of this Agreement is USD.

2.3 The fees specified in the clause 2.1, 2.2. of this Agreement, must be paid by the Client through the Rosoom payment system or can be made by bank transfer on the basis of invoices issued by the Contractor with billing details specified in section 7 of this Agreement.

2.4. All bank commissions shall be paid by the payer (in the field 71A of the SWIFT message to be stated “OUR”).

2.4. The currency of this Agreement is USD. Invoices are issued in USD and shall be paid by the Client in USD.

2.5. The amount specified in the Agreement (clause 2.1, 2.2.) includes payment for the services only specified in the clause 1.1. of this Agreement and must be paid without any deductions. All additional possible taxes and fees associated with the payment of the cost of the service to the Contractor are paid by the Client independently.

2.6. The term of providing services (specified in the clause 1.1. of this Agreement) is (period)\*.

**3. Duties of the Parties**

3.1. Obligations of the Contractor

3.1.1. To give the Client the (product name /access or integration type)\* with possibility to (description of functionality)\*

3.1.2 . The Contractor undertakes to provide (product name/credentials for access) to the Client within 3 (three) business days from the date of receipt of the payment to the Contractor's account. The amount and conditions for receiving the payment are specified in the clauses 2.1., 2.2., 2.3., 2.4. and 2.5. of this Agreement.

3.1.3. The service specified in the clause 1.1. of this Agreement is provided by the Contractor to the Client according to the (description of functionality on Searates.com)\* posted on the Contractor's website. Any functions or options that are not mentioned in this (description of functionality on Searates.com)\* are not included in the service specified in the clause 1.1. of this Agreement and will not be provided to the Client by the Contractor. The Contractor can change (description of functionality on Searates.com)\* at any time without any prior notice to the Client.

3.1.4. The Contractor undertakes to correct errors found by the Client (regarding the services specified in the clause 1.1. of this Agreement) within 1 (one) month from the date of informing by the Client about them.

3.1.5. The technical support should be provided by the Contractor to the Client during the Contractor’s working hours (from 09.00 am till 06.00 pm GMT+3 time zone, from Monday till Friday) during the term of providing services specified in the clause 2.6. of this Agreement.

3.1.6. Any upgrades or modifications of IT solution (which is used for providing services mentioned in the clause 1.1. of this Agreement) for the needs of the Client are considered as individual development and should be paid by the Client additionally.

3.2. Duties of the Client

3.2.1. To pay the Contractor’s invoices on time.

3.2.2. Do not transfer the (credentials to the product access)\* given by Contractor to third Party in any form.

**4. Parties’ liabilities**

4.1. The Parties of the Agreement will be reciprocally liable for non-fulfilment or the improper fulfilment of their obligations under this Agreement.

4.2. Both Parties will carry out their obligations in the proper way, doing their best to assist another party in fulfilment of its obligations.

4.3. The Parties will not be liable for failure or improper fulfilment of their obligations under this Agreement if such failure or improper fulfilment of either Party is caused by the Acts of God (natural disasters, military operations, fire, strikes, etc), including the events specified in ICC Force-majeure clause 2003 and ICC hardship clause 2003.

The occurrence of circumstances referred to in this clause is not a basis for refusing payment for services performed prior to the occurrence of these circumstances.

**5. Arbitration**

5.1. All disputes in connection with this Agreement or the execution thereof shall be settled through friendly negotiations. The claim can be presented within one month from the moment of reason that caused the dispute has arisen.

5.2. The Party that got the claim ought to respond on the point within one month from the moment of claim’s receiving. In case no settlement can be reached through the exchange of claims and negotiations, the case should then be submitted to the court below. The Party that got the claim ought to respond on the point within one month from the moment of claim’s receiving.

5.3. All disputes arising out of or in connection with the present Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

5.4. The Arbitration Court shall consist of a sole arbitrator.

5.5. Place of the meeting is Arbitration Court of Paris, France.

5.6. Language of the arbitration proceedings is English.

5.7. The law governing the Agreement is current federal legislation of the UAE.

**6. Miscellaneous**

6.1. The term of validity of the Agreement is (period)\* from the date of signing by both parties.

After the Agreement will be expired, it can be extended by agreement of the Parties including the right to revise and change the terms of the Agreement, which is formalized by an Additional Agreement.

6.2. Any amendments, addenda and appendices to the present Agreement are considered as its integral part and are valid only being made in writing and signed by duly authorized representative of both Parties and come in force from the moment of their signing.

6.3. The dissolution of this Agreement can be initiated by each of the Parties with 30 days prior letter notification of the other Party or can be dissolved in any time by the mutual consent of the Parties.

6.4. This Agreement is drawn up in two copies. Every copy has the equal vigour.

6.5. Scanned, signed and stamped electronic copy of this Agreement is considered valid by both Parties.

The Parties confirm that this Agreement expressed in a document type arranged by means of a fax and/or electronic communication is valid for providing in banks, tax and others, for the purpose of fulfillment by the Parties of the obligations on it, and is valid as the original.

**7. Legal addresses and bank details of the Parties**

**Contractor:** **Client:**

DP World Logistics FZE

5th Floor JAFZA 17

JEBEL ALI FREE ZONE

DUBAI UAE 17000

TRN: 100457642500003

Account Name: DP World Logistics FZE

Bank Name: HSBC Bank

Bank address: HSBC Bank Middle East Limited Ltd,

P O Box 66, U.A.E

IBAN: AE170200000037112364100

Swift Code: BBMEAEAD

TRN: 100457642500003

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Director, Director,

Mohamed Absar