



## PROFESSIONAL SERVICE AGREEMENT

Client:	Service Provider:
<b>Name:</b> Sulman Sajid	<b>Name:</b> SULMAN SAJID C/O BITBURJ WLL
<b>Address:</b> FLAT 101 BLDG 185 ROAD 330	<b>Address:</b> OFFICE 34, BUILDING 106, ROAD 333, QUDAIBIYA 321, MANAMA, BAHRAIN
<b>Email:</b> sulman.gsn@gmail.com	<b>Email:</b> INFO@BITBURJ.ORG
<b>Phone:</b> +97333637860	<b>Phone:</b> +973 3363 7860
<b>Country:</b> UAE	<b>Country:</b> Bahrain

<b>Contract Effective Date:</b>	Jun 1, 2025
<b>Contract Duration:</b>	24 Months
<b>Total Contract Fees:</b>	AED 4,500.00/-
<b>USD Equivalent:</b>	USD 1,215.00/-

### 1. PARTIES TO THE AGREEMENT

This Professional Service Agreement ("Agreement") is entered into and effective as of **Jun 1, 2025**, by and between the Service Provider, as defined in Section 1.1 below, and **Sulman Sajid** ("Client"), duly organized and operating under the laws of UAE.

### 2. SCOPE OF SERVICES

The Service Provider shall provide the following professional services (collectively, the "Services") to the Client in accordance with the terms and conditions set forth in this Agreement:

The Service Provider shall provide professional finance and accounting services, which may include but are not limited to:

- Comprehensive bookkeeping and maintenance of accounting records in accordance with internationally recognized accounting standards (IFRS/GAAP)
- Bank and account reconciliations on a monthly, quarterly, or as-needed basis

- Preparation and review of monthly, quarterly, and annual financial statements and closings
- Internal financial reviews, analysis, and audit support services
- Strategic budgeting, forecasting, and cash flow management analysis
- Tax compliance advisory and VAT/GST-related support (advisory only, not tax filing)
- Financial reporting and management information systems (MIS) preparation
- Accounts payable and receivable management and oversight

**IMPORTANT DISCLAIMER:** The Service Provider shall rely on the accuracy and completeness of financial information, documentation, and data supplied by the Client. The Client remains solely responsible for the accuracy of source documents and compliance with all applicable tax laws and regulations in their jurisdiction. The Service Provider does not provide legal or tax filing services unless explicitly stated in a separate engagement.

The Service Provider shall provide professional information technology services, which may include but are not limited to:

- IT infrastructure planning, setup, configuration, and optimization
- Network architecture design, implementation, and ongoing support
- System administration, monitoring, and maintenance services
- Technical troubleshooting, helpdesk support, and issue resolution
- Custom website design, development, and deployment (responsive, mobile-optimized)
- Web application development using modern frameworks and technologies
- Mobile application development for iOS and Android platforms
- Custom software development, integration, and API services
- Cloud infrastructure setup and management (AWS, Azure, Google Cloud)
- Database design, implementation, and optimization
- Cybersecurity assessments and implementation of security best practices
- System backup, disaster recovery planning, and business continuity services
- Hosting coordination, domain management, and SSL certificate management
- Software updates, patches, and ongoing technical maintenance

**INTELLECTUAL PROPERTY:** Unless otherwise agreed in writing, all custom code, designs, and work products created specifically for the Client shall become the property of the Client upon full payment of fees. The Service Provider retains ownership of any pre-existing tools, frameworks, or proprietary methodologies used in delivering the services.

**THIRD-PARTY SOFTWARE:** The Client is responsible for obtaining and maintaining all necessary licenses for third-party software, platforms, and services used in conjunction with the Service Provider's work.

The Service Provider shall provide professional human resources and payroll services, which may include but are not limited to:

- Comprehensive payroll processing, calculation, and disbursement coordination
- Payroll reporting, tax withholding calculations, and compliance documentation

- Employee records management and HRIS (Human Resource Information System) administration
- HR policy development, review, and implementation support
- Recruitment support, job posting coordination, and candidate screening assistance
- Employee onboarding processes, documentation, and orientation coordination
- Offboarding procedures, exit interviews, and final settlement calculations
- Benefits administration support and coordination
- Performance management system implementation and tracking
- Employee relations advisory and workplace issue resolution support
- HR compliance monitoring and best practices advisory
- Training and development program coordination
- Organizational structure planning and workforce analytics

**COMPLIANCE DISCLAIMER:** The Client remains solely and exclusively responsible for ensuring full compliance with all applicable labor laws, employment regulations, tax requirements, and statutory obligations in their jurisdiction. The Service Provider provides administrative support and advisory services only and does not assume legal responsibility for the Client's employment practices or regulatory compliance.

**DATA PROTECTION:** Both parties agree to handle all employee personal data in accordance with applicable data protection and privacy laws (including but not limited to GDPR, CCPA, or local equivalents). The Service Provider will implement appropriate security measures to protect confidential employee information.

The Service Provider shall provide professional business consulting and strategic advisory services, which may include but are not limited to:

- Business entity formation, structuring, and corporate governance advisory
- Strategic planning, business model development, and growth strategy formulation
- Operational efficiency analysis, process optimization, and workflow improvement
- Market research, competitive analysis, and industry benchmarking
- Sales strategy development, pipeline management, and revenue optimization
- Supplier and vendor management, procurement strategy, and contract negotiation support
- Business plan development, financial modeling, and investor presentation preparation
- Risk assessment, mitigation strategies, and business continuity planning
- Change management, organizational development, and transformation initiatives
- Performance metrics development, KPI tracking, and business intelligence implementation
- General business administration advisory and best practices consultation
- Mergers and acquisitions advisory, due diligence support, and integration planning
- International expansion strategy and market entry planning
- Digital transformation and technology adoption strategy

**ADVISORY NATURE:** The services provided are advisory and consultative in nature. All final business decisions, strategic choices, and operational implementations remain the sole responsibility and prerogative of the Client. The Service Provider does not assume management control or fiduciary responsibility for the Client's

business operations.

**NO GUARANTEE OF RESULTS:** While the Service Provider will apply professional expertise and industry best practices, no specific business outcomes, financial results, or performance metrics are guaranteed. Market conditions, execution quality, and external factors beyond the Service Provider's control may impact results.

### **3. FEES AND PAYMENT TERMS**

In consideration for the Services rendered under this Agreement, the Client shall pay the Service Provider a total fee of **AED 4,500.00 UAE Dirhams (4500.0 AED)**. The USD equivalent is approximately **USD 1,215.00**. Payment terms shall be net thirty (30) days from the date of invoice, unless otherwise mutually agreed upon in writing.

#### **3.1 Bank Details for Payment**

All payments under this Agreement shall be made to the following account:

- Account Name: BITBURJ WLL
- Bank Name: AL SALAM BANK
- IBAN / Account No.: BH78ALSA00790039100100
- SWIFT / BIC: ALSABHBM

### **4. TERM AND TERMINATION**

This Agreement shall commence on **Jun 1, 2025** and shall continue for a period of **24 Months**, unless terminated earlier in accordance with the provisions herein. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Termination shall not relieve either party of obligations incurred prior to the effective date of termination.

### **5. CONFIDENTIALITY**

Both parties agree to maintain the confidentiality of all proprietary and confidential information disclosed during the term of this Agreement. This obligation shall survive the termination of this Agreement for a period of five (5) years. Confidential information shall not include information that is publicly available, independently developed, or lawfully obtained from third parties.

### **6. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in any work product, deliverables, or materials created by the Service Provider in the course of providing Services under this Agreement shall be transferred to the Client upon full payment of all fees due, unless otherwise agreed in writing. The Service Provider retains the right to use generic methodologies, tools, and know-how developed during the engagement for other clients.

### **7. LIMITATION OF LIABILITY AND INDEMNIFICATION**

The Service Provider's total liability under this Agreement shall be limited to the total fees paid by the Client under this Agreement. Neither party shall be liable for any indirect, incidental, consequential, or punitive

damages, including but not limited to loss of profits, data, or business opportunities, even if advised of the possibility of such damages. Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from their own negligence or willful misconduct.

## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of the UAE.

**\*\*Applicable Laws:\*\***

- UAE Federal Law No. 5 of 1985 (Civil Transactions Law)
- UAE Commercial Companies Law (Federal Law No. 2 of 2015)
- UAE Labor Law (Federal Decree-Law No. 33 of 2021)

**\*\*Regulatory Compliance:\*\***

The parties agree to comply with all applicable UAE regulations including but not limited to data protection laws, anti-money laundering regulations, and industry-specific licensing requirements.

## 9. GENERAL PROVISIONS

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any amendments or modifications must be in writing and signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## 10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**SERVICE PROVIDER**

**CLIENT**

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Authorized Signature

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Authorized Signature

Name: SULMAN SAJID

Name: Sulman Sajid

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Company Stamp (if applicable)

Company Stamp (if applicable)

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This is a legally binding document. Please review carefully before signing.