|  |  |
| --- | --- |
| **Prezlab KSA Service Agreement** | |
| This Service Agreement (“Agreement”) is made and entered into as of 08/10/2025 by and between:  **The First Party:** Prezlab Advanced Design Company registered in Riyadh, Kingdom of Saudi Arabia, under license no. 1010836390 represented by its Country Director, Riad Abualfailat for the purposes of signing this Agreement (hereinafter referred to as “Prezlab” or “First Party”); and  The Second Party: Test 10 of (Nationality) nationality and holder of passport number (Passport No.), whose address for the purposes hereof is Villa 52, Al-Laqlaq Street Marj Al Hamam Amman, Jordan (hereinafter referred to as “Service Provider” or “Second Party”).  PrezLab and Service Provider are hereunder referred to individually as “Party” and collectively as “Parties”. | |
| **PREAMBLE**  Whereas Prezlab wishes to contract with a service provider specialized in the field of design to perform certain design services in the manner set forth in this Agreement.  Whereas the Service Provider represented that s/he possesses the necessary qualifications and experience in the abovementioned field, and has therefore, expressed the desire to carry out the services required by Prezlab or its clients in accordance with the terms and conditions set forth in this Agreement.  NOW and THEREFORE, the Parties agrees as follows: | |
|  | **Preamble**  The above preamble as well as all annexes attached herewith shall form an integral part hereof and shall be read as a whole at all times. |
|  | **Appointment** |
| 2.1 | The First Party hereby appoints the Second Party to provide the services set forth in detail in Annex (1) (the “Services”) to the First Party and/or to any of its clients, and as may be determined by the First Party from time to time according to its own discretion, in addition to generally any other services that relate or are ancillary to the Services and/or that are suitable with the expertise and qualifications of the Second Party. The Second Party agrees to such appointment subject to the terms of this Agreement. |
| 2.2 | The Second Party agrees and acknowledges that such appointment is entered into on a non-exclusive basis and that the First Party is entitled to appoint any other party to perform similar or identical services. |
|  | **Term**  This Agreement shall be valid for a term of [12] months commencing as of 08/10/2025 (“Effective Date”) and expiring automatically on (DD/MM/YYYY) (the "Term"), unless terminated earlier in accordance with the terms of this Agreement. This Agreement may only be renewed by a written instrument duly signed by both Parties. |
|  | **Duties and Obligations of the Service Provider** During the Term, the Service Provider shall: |
| 4.1 | Provide the Services as specified by the First Party with all due care, skill and ability and use best endeavours to promote the interests of the First Party; and |
| 4.2 | Promptly give to the First Party all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services. |
| 4.3 | While it is anticipated that the Service Provider shall spend as much time as deemed necessary to perform the Services, the Service Provider shall be committed to devote a minimum of [231.3] hours per month that purpose (distributed over [8] hours per day / [22] days per month), and same shall to the extent possible fall within the Company’s working hours (as may amended from time to time).  The Service Provider shall maintain a timesheet detailing the tasks undertaken and time spent in any given day throughout the Term of this Agreement and shall provide the First Party with same at the end of each day, in addition a monthly timesheet at the end each month. In the event the Service Provider does not devote to the entire number of hours or days set out in Clause 4.3 above, the Company shall be entitled to deduct from the Service Provider’s Fees on pro rata basis all amounts corresponding to the hours or days not devoted by the Service Provider. |
| 4.4 | The Service Provider shall ensure that he is available at all times on reasonable notice to provide any assistance or information as the First Party may require. |
| 4.5 | The Service Provider shall at all times and at its own expenses comply with applicable laws and regulations in its country of residence and in the country in which the Company is incorporated. Failure to do so may result in immediate termination of this Agreement in accordance with Clause 5.2 below. |
| 4.6 | The Service Provider shall provide the Services specified by the First Party, whether remotely or from any location the First Party may specify from time to time in coordination with the service provider. |
|  | **Termination** |
| 5.1  5.2 | The First Party shall be entitled to terminate this Agreement at any time during its Term or any renewed Term thereafter by serving a (15) days’ prior written notice, and without the need to state reasons therefore or the need to service a notarial notice or to obtain a court order.  The Service Provider shall be entitled to terminate this Agreement for its convenience and without the need to state the reasons therefor, by serving a (30) days’ prior written notice. |
| 5.3 | The First Party shall be entitled to terminate this Agreement before its Expiry Date or any renewed term with immediate effect, and without the need to state reasons or to send a notarial notice or to obtain a court order, in case the Service Provider has breached any of the terms and conditions of this Agreement. The cases which shall be deemed as breach of contract, include without limitation, the following:  • Incompetence or poor work performance.  • Misconduct (serious or persistent):  • Incapacity.  • Redundancy.  • Other substantial reasons occurring  • Force Majeure events or circumstances |
| 5.4 | In case this Agreement is terminated for any reason, the Service Provider’s sole entitlements shall be limited to any outstanding unpaid Fees earned for any duly completed portion of the Services up to the date of termination, after offsetting any amounts due to the First Party (if any). |
| 5.5 | The rights of the Company under this Clause (5) are without prejudice to any other rights that it might have at law to terminate the Agreement. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights. |
|  | **Fees & Compensation** |
| 6.1 | In consideration for due and proper execution and performance of the Services by the Service Provider in accordance with terms and conditions of the Agreement and in the manner acceptable to and approved by the First Party, the Service Provider shall be entitled to a monthly fixed fee in the amount of (**SAR Salary**) **Salary** Saudi Riyals (“Fixed Fees”), which shall be inclusive of taxes of whatever form or amount. |
| 6.2 | In the event the Service Provider is required devote any time in excess of the total amount of hours provided for in Clause 4.3 above, the Service Provider shall be entitled to receive an additional fee of x1.25 the hourly rate for each hour spent beyond the Company’s working hours during normal working days; or x1.5 the hourly rate for each hour spent during weekly and public holidays (the “Additional Fees”). The Fixed Fees and Additional Fees (if any) shall be collectively referred to herein as (“Fees”). |
| 6.3 | The Second Party shall remain fully responsible for reporting and paying any tax liability arising from his/her country’s applicable laws. Also, Second Party agrees to pay all taxes due in respect of this Agreement to indemnify the First Party for any obligation that may be imposed on the First Party to pay any such taxes. |
| 6.4 | The Fees shall be paid made at the end of each month by wire transfer to the Service Provider’s bank account under the name of the Service Provider. |
| 6.5 | If any of the Services performed or deliverables delivered do not conform to the Company’s satisfaction, the Company may require the Service Provider to perform the Services again or replace or repair the non-conforming deliverables in order to bring them into full conformity with the requirements, at the Service Provider’s sole cost and expense. When the defects in Services and/or Deliverables cannot be corrected by re-performance, the Company may: (a) require the necessary action to, at Service Provider’s own cost and expense (and without incurring any Additional Fees in case such action is required outside Company’s ordinary Woking hours or during weekly or public holidays), to ensure that future performance conforms to the requirements and/or (b) reduce any Fees payable to the Service Provider to reflect the value of the Services performed and/or Deliverables delivered by the Service Provider and accepted by Company. |
| 6.6 | The Service Provider shall bear out of pocket costs and expenses incurred in the course of rendering the Services, unless otherwise agreed in advance and in writing by the Company. |
| 6.7 | If the Service Provider is required to travel abroad, all costs and expense associated therewith will be covered by the Company, subject to its prior written consent. |
|  | **Confidentiality & Non-Solicitation** |
| 7.1 | The Service Provider shall be bound to certain confidentiality, non-competition and non-solicitation obligations, as per the form of agreement appended as Annex (2) hereto, which will be executed in conjunction with this Agreement. |
|  | **Intellectual Property** |
| 8.1 | All existing and future intellectual property rights in the Services, deliverables, materials and generally any other works embodying these rights shall be fully vested with the Company, to the exclusion of the Service Provider to the fullest extent. Insofar as they do not vest automatically by operation of law or under this agreement, the Service Provider holds legal title in these rights on trust for the Company. |
| 8.2 | The Service Provider undertakes:   1. to notify to the Company in writing full details of any works promptly on their creation; 2. to keep details of all works confidential; 3. whenever requested to do so by the Company and in any event on the termination of this Agreement, promptly to deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the works and the process of their creation which are in their possession, custody or power; 4. not to register nor attempt to register any of the intellectual property rights in the works, unless requested to do so by the Company; and 5. to do all acts necessary to confirm that absolute title in all intellectual property rights in the works has passed, or will pass, to the Company. |
| 8.3 | The Service Provider warrants to the Company that:   1. he has not given and will not give permission to any third party to use any of the works, nor any of the intellectual property rights in the works; 2. he is unaware of any use by any third party of any of the work or intellectual property rights in the works; and 3. the use of the works or the intellectual property rights in the works by the Company will not infringe the rights of any third party. |
|  | **General Terms** |
| 9.1 | All correspondence, products, know how, strategies, trademarks, copy rights, patents, trade secrets, software, schematics, designs, drawings, photographs, research and developments and any other information shall remain confidential and may not be disclosed by the Parties to any person without the prior written consent of the other Party. |
| 9.2 | This Agreement and any dispute arising between the Parties shall be construed and enforced in accordance with the applicable laws and regulations of the Kingdom of Saudi Arabia. The courts of Riyadh have the sole jurisdiction to overview claims or disputes arising out of or as a result of this Agreement. |
| 9.3 | The Second Party acknowledges and covenants not to assign any of rights or obligations under this Agreement to any third party without the prior written consent of the First Party. |
| 9.4 | The Second Party is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the First Party. Second Party is not authorized to speak for, represent, or obligate the First Party in any manner without the prior express written authorization from an officer of the First Party. The Second Party has no authority to bind the First Party in any contractual manner. |
| 9.5 | Any notice required to be given by either Party under this Agreement must be in writing in the English language. |
| 9.6 | If any clause, term, or provision of this Agreement is held illegal or unenforceable, then such clause, term or provision shall be severed, and the validity or enforceability of the remainder of this Agreement shall not be affected. |
| 9.7 | No alterations, additions or variation to this Agreement shall be of any force or effect, unless done in writing and signed by both Parties. |

In witness whereof, the Parties hereto have signed and executed this Agreement:

|  |
| --- |
| **First Party** |
| Prezlab Advanced Design Company |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Second Party** |
| Test 10 |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Annex 1: Scope of Services**

**The general scope entails:**

1. Utilize creative skills and technical knowledge to develop top notch design, direction, or visual concepts that inform, inspire, and engage audiences.
2. Create high-quality illustrations, graphics, presentations, and marketing materials that are visually appealing and on brand.
3. Showcase proficiency in a variety of software programs, such as MS PowerPoint, Adobe Photoshop, Illustrator, and InDesign, to create and manipulate images, typography, and layout.
4. Join forces with creatives, creative leads, and project managers to innovate and execute our projects, within our quality standards
5. Quickly learn processes and multitask projects with great detail

**Annex 2: NON-COMPETE & NON-DISCLOSURE**

THIS AGREEMENT is made on 08/10/2025

BETWEEN

(1) The First Party: Prezlab Advanced Design Company registered in Riyadh, Kingdom of Saudi Arabia, under license no. 1010836390 represented by its Country Director, Riad Abualfailat for the purposes of signing this Agreement (hereinafter referred to as “Prezlab” or “First Party”); and

(2) The Second Party: Test 10 (the “Recipient” or “Service Provider”)

each of the Company and the Recipient being a “Party” and together the “Parties” to this Agreement.

IT IS AGREED as follows:

1. **INTERPRETATION**
   1. In this Agreement, unless the context otherwise requires, each of the expressions listed in this clause shall have the meaning set out opposite it in this clause:

1.1.1 “Agreement” means this agreement together with any variations or amendments to this agreement as may from time to time be agreed in writing by the Parties;

1.1.2 “Confidential Information” means any information of any nature whatsoever in relation to the business and operations or any other aspect of the business if the Company and/or any information disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Company or by a third party on behalf of the Company to the Recipient including, without limitation, any information relating to the Company’s (and/or the Company’s affiliates’ as the case may be) products, operations, processes, plans or intentions, financial information, know-how, design rights, trade secrets, market opportunities and business affairs. and generally any other information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry, in addition to any other information (whether recorded in documentary form, on computer disk or tape or any other storage method) which (i) has been marked as confidential; (ii) the Service Provider is expected to treat as confidential; and/or (iii) would be normally considered as confidential by a person exercising reasonable skill and care.

1.1.3 The “Services Agreement” means the services agreement entered into between the parties on or around the date of this Agreement.

* 1. Unless the context otherwise admits references in this Agreement to:
     1. those of the Parties who are individuals are deemed to include their respective legal personal representatives.
     2. the singular includes the plural and vice versa; and
     3. persons include individuals' firms' corporate bodies and unincorporated associations.
  2. The headings in this Agreement are used for the purposes of guideline only and none of them shall affect or be deemed to affect in any way whatsoever the construction, interpretation or effect of this Agreement or any of the provisions of this Agreement.

1. **COMPANY’S TRADE SECRETS**

In the performance of Service Provider's duties with Company, Service Provider will be exposed to Company's Confidential Information. "Confidential Information" (as defined above) includes, but is not limited to:

* 1. technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence.
  2. information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  3. information concerning Company's employees, including salaries, strengths, weaknesses and skills; information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

1. **NON-COMPETITION & NON-SOLICITATION**

During the term of this Agreement and for a period of (2) years following termination or expiration of the Services Agreement (the “**Relevant Period**”), Service Provider shall not, whether directly or indirectly and in any manner whatsoever and in whatever capacity, and whether for the Service Provider’s own benefit or for the benefit of any person or entity other than the Company or its subsidiaries or affiliates, (i) accept employment at, or provide any type of services to, any of the Company’s clients within GCC area & Jordan or any business competitive with the Company’s current or future business, or that of any of its subsidiaries or affiliates (the “**Company’s** **Business**”); (ii) engage in any business competitive with the Company’s Business; and/or (iii) have any interest as owner, sole proprietor, stockholder, partner, lender, director, officer, manager, employee, consultant, agent or otherwise in any business competitive with the Company’s Business; provided, however, that the Service Provider may hold, directly or indirectly, solely as an investment, not more than one percent (1%) of the outstanding securities of any person or entity which is listed on any national securities exchange or regularly traded in the over-the-counter market notwithstanding the fact that such person or entity is engaged in a business competitive with the Company’s Business.

The Service Provider shall also during the Relevant Period not, directly or indirectly, (i) disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them; (ii) request or advise any customer or client of the Company to withdraw, curtail, or cancel any business or arrangements with the Company; (ii) call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom You have called or with whom You became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company; and/or (iv) induce or attempt to induce any employee, agent or former employee or agent of the Company to leave the Company, or hire any such employee, agent or former employee or agent in any business or capacity.

1. **NONDISCLOSURE OF TRADE SECRETS**

Service Provider shall keep Company's Confidential Information, whether or not prepared or developed by Service Provider, in the strictest confidence. Service Provider will not, whether directly or indirectly, disclose use or exploit, reveal, report or transfer such information to anyone outside Company without Company's prior written consent. Nor will Service Provide make use of any Confidential Information for Service Provider's own purposes or the benefit of anyone other than Company.

However, Service Provider shall have no obligation to treat as confidential any information which:

* 1. was in Service Provider's possession or known to Service Provider, without an obligation to keep it confidential, before such information was disclosed to Service Provider by Company;
  2. is or becomes public knowledge through a source other than Service Provider and through no fault of Service Provider; or
  3. is or becomes lawfully available to Service Provider from a source other than Company.

1. **CONFIDENTIAL INFORMATION OF OTHERS**

Service Provider warrants and undertakes not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others.

1. **RETURN OF MATERIALS**

When Service Provider’s agreement with Company ends, for whatever reason, and within a maximum period of (2) days from the date thereof, Service Provider will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Service Provider will also return to Company all equipment, files, software programs and other personal property belonging to Company. Otherwise, at the express request of the Company, the Service Provider shall promptly, and its sole cost and expense, destroy, erase and/or delete all written or electronic Confidential Information, and report compliance to the Company by providing a written confirmation to that effect. In no event shall the Service Provider retain copies of any Confidential Information provided by the Company.

1. **CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT**

Service Provider's obligation to maintain the confidentiality and security of Confidential Information remains even after Service Provider's agreement with Company ends and continues for so long as such Confidential Information remains a trade secret.

1. **GENERAL PROVISIONS**
   1. **Relationships**  
      Nothing contained in this Agreement shall be deemed to make Service Provider a partner or joint venture of Company for any purpose.
   2. **Severability**  
      If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of Company and Service Provider.
   3. **Integration**  
      This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Service Provider.
   4. **Waiver**  
      The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
   5. **Injunctive Relief**  
      Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Service Provider agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.
   6. **Indemnity**  
      Service Provider agrees to compensate, indemnify and hold harmless the Company against any and all direct and indirect losses, damages, claims or expenses incurred or suffered by Company as a result of Service Provider's breach of this Agreement.Without prejudice to the generality of the foregoing, In case of a substantiated breach by the Service Provider of said obligations, the Service Provider shall, without the need for any notice or court order, indemnify and be liable towards the Company for (i) monetary compensation in a minimum amount of a standard account revenue, which the Service Provider hereby agrees to as being a fair and reasonable compensation, and which the Service Provider waives his/her to challenge as unreasonable or unjust; in addition to (ii) compensation for any actual loss or damage incurred by the Company as a result of such breach, and the Service Provider agrees that the Company’s books, accounts, accounting entry and financial statements are deemed as the sole and conclusive evidence for substantiating any such loss or damage and the value thereof. Without prejudice to the above remedies/compensations, the Service Provider shall also be criminally and civilly liable, as the case may be in accordance with the applicable laws, in case of breach of his/her obligations pursuant thereto.
      1. **Attorney Fees and Expenses**  
         In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
   7. **Governing Law**  
      This Agreement shall be governed in accordance with the laws of the Kingdom of Saudi Arabia.
   8. **Jurisdiction**  
      Service Provider consents to the exclusive jurisdiction and venue of the federal and state courts located in Kingdom of Saudi Arabia in any action arising out of or relating to this Agreement. Service Provider waives any other venue to which Service Provider might be entitled by domicile or otherwise.
   9. **Successors & Assigns**  
      This Agreement shall bind each party's heirs, successors and assigns. Company may assign this Agreement to any party at any time. Service Provider shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.
2. **SIGNATURES**

Service Provider has carefully read all this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests. Service Provider has received a copy of this Agreement as signed by the parties.

In witness whereof, the Parties hereto have signed and executed this Agreement:

|  |
| --- |
| **First Party** |
| Prezlab Advanced Design Company |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Second Party** |
| Test 10 |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |