

Service Provider Agreement

This document serves as an agreement between the First Party, **H POWER**, a UAE-based company in Ras Al Khaimah, United Arab Emirates, and the **Second Party** [Name, Address]

This document was signed on:

00/00/2025

between the following parties:

The First party:

Company: H Power FZ-LLC

Commercial Registration No: 45001170

The address: Ras Al-Khaimah, United Arab Emirates

Phone number: +971 50 616 4629

Email: info@hpower.ae

The Second Party:

Company:

Commercial Registration No:

The address:

Phone number:

Email:

Agreement Articles

Preamble to the Agreement:

Whereas the First Party / Company (H POWER is a company specialized in mediating auxiliary labor services from service providers to clients in the United Arab Emirates.

The First Party operates through efficient technologies and develops internal and external marketing strategies enabling it to meet the requirements of service providers from companies engaged in similar activities, thereby facilitating the dissemination and access of service providers' services to a large number of distinguished clients through its website and mobile applications <https://www.hpower.ae/> and providing mediation services and concluding agreements on behalf of these companies.

Whereas the Second Party, referred to as the service provider, is / Company (.....) and specialized in Its activity/activities is / are

And whereas the parties wish for the First Party (H POWER) to mediate and market on behalf of the Second Party (**Service Provider**) regarding the activity of the Second Party, which falls within the services the First Party specializes in mediating between it and the client (consumer). Therefore, the parties have agreed to cooperate according to the following provisions:

Article 1

The preamble is an integral part of the agreement and shall be referred to in interpreting its provisions and explaining the meaning of its articles and clauses.

Article 2

Subject of the Agreement:

The First Party shall undertake intermediary and marketing activities for the Second Party regarding the activity/activities of

by (presenting the service to the client (consumer) in the best possible manner through its website and applications <https://www.hpower.ae> and selecting the service provider for that purpose and marketing the service distinctly while ensuring customer comfort and ease of request, which includes providing data service and meeting requests with the best marketing strategies and targeting the largest segment of the target audience, according to the First Party's experience in analyzing and understanding the characteristics and attributes of potential customers and convincing them of the benefits offered by the Second Party's company, thereby enhancing security and defining marketing procedures for the optimal situation in favor of the Second Party).

Article 3

Term of the Agreement:

This Agreement shall be in effect for a period of one year, commencing from the date of this agreement.

Article 4

The Obligations of the First Party:

The First Party undertakes to provide everything required for the intermediary activities to achieve the objectives stipulated in Article 2 of this Agreement, utilizing its expertise in this field, and updating its website to align with the delivery of services by the service provider (the Second Party) to the client (consumer). This includes the benefits, facilities, and facilitation of transactions related to its mentioned activity in Article 2 on behalf of the Second Party, with excellence, outreach, and targeting distinguished customer segments. The First Party shall engage in activities that generate profits for the benefit of the Second Party and market through the website and applications of the First Party's company <https://www.hpower.ae/> as a booking facilitation service to obtain the services provided by the service provider (the Second Party)

through simple steps that facilitate for the client. Additionally, the First Party shall develop promotional plans for special discounts, access enticing discounts for obtaining the service.

Article 5

The Obligations of the Second Party:

The Second Party undertakes to provide everything necessary to facilitate the intermediary activities and achieve the objectives stipulated in Article 2 of this Agreement, by providing all relevant information to the First Party for use on its website and applications <https://www.hpower.ae/>. This includes information related to quality that enables the First Party to respond to inquiries from potential clients, as well as data related to the activity and the personnel responsible for its execution. The Second Party also commits to adhering to the agreed-upon schedules coordinated in advance with the First Party, providing exclusive offers, and fulfilling all orders placed through the First Party with clients efficiently. Additionally, the Second Party shall facilitate the work of the First Party and remove any obstacles to enable the First Party to enhance its agreements with clients for the benefit of the Second Party. This is to enable the First Party to develop internal and external marketing strategies with utmost efficiency.

Article 6

Rights of the Parties:

The First Party is entitled to a commission of % (percentage to be agreed upon by the Parties) for its efforts in facilitating intermediary activities, delivering services of the service provider to the client (consumer), receiving orders, and preparing orders on behalf of the Second Party.

The Second Party has the right to view and follow up on the website and applications of the First Party at <https://www.hpower.ae/> to ensure the First Party's compliance with all obligations outlined in this Agreement.

Article 7

Confidentiality:

Both parties commit to maintaining the confidentiality of any information that may come to their knowledge, and neither party shall disclose such information to any third party except as necessary and required for the execution of the Agreement or upon prior written agreement between them allowing such disclosure. This excludes information possessed by either party prior to the execution of the Agreement and information disclosed in visual or written advertising media intended for public awareness.

Article 8

Dispute Resolution:

Any disputes arising between the parties, or between any of them and the other party's general manager, regarding this Agreement, its execution, or interpretation, shall be resolved through

arbitration. The arbitration shall be conducted by three arbitrators chosen unanimously by the parties; if they fail to agree on the arbitrators, they shall be appointed by the competent court. The arbitrators, regardless of how they are appointed, shall be exempt from adhering to procedural rules and deadlines observed by the courts. They shall have absolute authority to adjudicate all disputes subject to arbitration or brought before them by the parties during the arbitration proceedings.

Article nine

Selected Domicile:

The address specified next to the name of each party shall be considered a valid domicile for notification, and all matters related to or arising from this Agreement shall be notified at this address.

Neither party may change their selected address specified in this Agreement without informing the other party of this change. Otherwise, correspondence addressed to the selected address in this Agreement shall be deemed directed to the legal domicile and binding upon the addressee.

Article 10

The Applicable Legislation:

The relationship between the parties remains subject to the provisions of this Agreement. In all matters not covered by specific provisions of this Agreement, the relationship shall be subject to the provisions of contracts for the exchange of services stipulated in civil law of the United Arab Emirates.

Article 11

Cancellation:

Either party may terminate this Agreement by providing written notice to the other party at least 30 days prior to the intended date of cancellation.

In the event of cancellation, both parties shall fulfill any outstanding obligations as of the date of termination. Upon cancellation, any commissions or fees owed to the First Party for services provided up to the date of termination shall be paid in full.

Cancellation of this Agreement shall not affect any rights or obligations that have accrued prior to the termination date. Both parties agree to promptly return any confidential information or materials belonging to the other party upon termination of this Agreement. This article shall survive the termination of the Agreement for any reason.

Article 12

Service Quality Standards

The Second Party agrees to maintain high standards of service quality, professionalism, hygiene, and staff behavior.

The First Party reserves the right to conduct quality checks or obtain client feedback, and may temporarily suspend or terminate listings if repeated complaints are received.

Article 13

Compliance with Laws and Licensing

The Second Party affirms that it holds all necessary licenses, certifications, and governmental approvals required to operate its services legally within the UAE.

Failure to maintain proper licensing or regulatory compliance will be grounds for immediate suspension or termination of this agreement.

Article 14

Liability and Insurance

Each party is solely liable for its employees and operations.

The Second Party shall hold liability insurance covering any damages or harm arising from its services.

H POWER (First Party) is not responsible for any accidents, losses, or damages resulting from the Second Party's operations or staff conduct.

Article 15

Payment Terms and Settlement

The First Party shall collect payments on behalf of the Second Party via its platform.

Payments shall be settled to the Second Party on a monthly basis after deducting the agreed commission, taxes, or penalties if applicable.

Details of transactions and earnings shall be viewable on the Second Party's dashboard.

Article 16

Intellectual Property

All branding, logos, platforms, and promotional content developed or used by the First Party remain the sole intellectual property of H Power.

The Second Party is not permitted to use or reproduce H Power's intellectual property without written consent.

Article 17

Non-Solicitation Clause

The Second Party agrees not to directly solicit or accept business from clients introduced through H Power's platform outside the platform without prior approval for a period of 12 months from the date of introduction.

Article 18

Penalties for Breach

In case of a breach of any material term of this agreement by either party, the non-breaching party may terminate the agreement and seek compensation for damages.

Repeated delays, complaints, or fraudulent behavior may result in penalties, suspension, or blacklisting from the platform.

Article 19

Force Majeure

Neither party shall be liable for failure to perform their obligations if such failure results from circumstances beyond their control, including but not limited to acts of God, government restrictions, natural disasters, or pandemics.

Agreement copies:

This agreement was issued in two original copies, and each of the two parties possesses a copy of them after they were duly signed by them.

Second Party Authorized Signatory

(login to UAE PASS)

