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| **SERVICE AGREEMENT**  **(the “Contract” or** **“Agreement”)**  **BETWEEN**  ALKHALIFI FOR PROJECT MANAGEMENT SERVICES  Dubai - UAE  Khelifi@alkhalifi.ae  (the “Service Provider”)  - AND -  United Technologies Holding Ltd. of 56 Daly Street, Belize  City, Belize District, Belize PO Box 1825  office@unitedtechnologiesholding.com  (the “Customer”).  **BACKGROUND:**  1. The customer is interested in organizing projects for the production of hydrocarbon refrigerants and is considering the possibility of launching enterprises for the production of such products.  2. The Customer is of the opinion that the Service Provider has the necessary qualiﬁcations, experience and abilities to provide services to the Customer.  3. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.  IN CONSIDERATION OF the matters described above and of the mutual beneﬁts and obligations set forth in this Agreement, the receipt and suﬃciency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:  **Services Provided**  1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the “Services”) consisting of Marketing research to establish production of hydrocarbon refrigerants in one or more of the designated countries: Oman, Bahrain, Kenya, Egypt, Cyprus, Belgium  2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.  **Term of Agreement**  3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and eﬀect indeﬁnitely until terminated as provided in this Agreement.  4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days’ notice to the other Party.  5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.  **Performance**  6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take eﬀect.  **Currency**  7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (American Dollars).  **Compensation**  8. The total compensation is going to be 240,000 USD (Two hundred forty thousand  American dollars ); •The Advance payment is 100,000.00 USD•The remaining amount of 140,000.00 USD must be paid within 3 months from the date of signing the contract against the relevant invoices • ALKHALIFI FOR PROJECT MANAGEMENT SERVICES is not responsible for any difficulties with banking transactions.  **Conﬁdentiality**  11. Conﬁdential information (the “Conﬁdential Information”) refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Conﬁdential Information could reasonably be expected to cause harm to the Customer.  12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Conﬁdential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indeﬁnitely upon termination of this Agreement.  13. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Conﬁdential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.  **Return of Property**  14. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Conﬁdential Information which is the property of the Customer.  15. In the event that the customer fails to fulfill its obligations in full, ALKHALIFI FOR PROJECT MANAGEMENT SERVICES has the right not to return to the customer the funds transferred at that time to his account.  **Capacity/Independent Contractor**  15. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.  **Notice**  16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement to address as any Party may from time to time notify the other.  **Dispute Resolution**  17. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.  18. If the dispute is not resolved within a reasonable period than any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to ﬁnal and binding arbitration in accordance with the laws of UAE. The arbitrator's award will be ﬁnal, and judgment may be entered upon it by any court having jurisdiction within UAE.  **Modiﬁcation of Agreement**  19. Any amendment or modiﬁcation of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.  **Entire Agreement**  20. It is agreed that there is no representation, warranty, collateral agreement or condition aﬀecting this Agreement except as expressly provided in this Agreement.  **Enurement**  21. This Agreement will enure to the beneﬁt of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.  **Governing Law**  22. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of UAE, without regard to the jurisdiction in which any action or special proceeding may be instituted.  **Severability**  23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.  **Waiver**  24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.  **United Technologies Holding Limited**  (Customer)  Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)  **ALKHALIFI FOR PROJECT MANAGEMENT SERVICES**  (Service Provider)  Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) |