Pencil Analytics — Master Client Service Agreement

Version: Professional Standard | Territory: Saudi Arabia | Language: English

# 1. Parties

This Service Agreement ("Agreement") is entered into by and between:  
- Pencil Analytics, a business intelligence consultancy based in Jeddah, Saudi Arabia ("Consultant"); and  
- [Client Name], with principal place of business at [Client Address] ("Client").  
Collectively, the "Parties."

# 2. Scope of Work

Consultant shall provide data analytics, dashboard development, workflow automation, Excel modeling, and other related services as described in Annex A ("Services"). The project will follow phased delivery:  
- Phase 1: Discovery & Planning  
- Phase 2: Development & Build  
- Phase 3: Review & Final Delivery  
  
Additional services must be agreed upon in writing and may affect pricing or timeline.

# 3. Timeline

The estimated timeline for Services is detailed in Annex B. Client agrees to timely collaboration and feedback.

# 4. Data Handling & Confidentiality

- All data shared will be securely stored and accessed only by authorized Consultant personnel.  
- Transfers will occur via encrypted email, secure cloud, or other mutually agreed methods.  
- Consultant agrees to comply with Saudi Arabia's Personal Data Protection Law and protect all Confidential Information.  
  
See full confidentiality obligations in Annex C or under a separate NDA.

# 5. Value Scaling (If Applicable)

For interim deliverables, the Parties may agree to multiply numerical values by a constant to preserve data confidentiality. The agreed factor shall be documented and shall not apply to final production outputs.

# 6. Payment Terms

- Total Project Fee: SAR [Total Amount] (excluding VAT)  
- Milestones:  
 - 30% upon signing  
 - 30% after Phase 1 completion  
 - 30% after Phase 2 completion  
 - 10% upon final handover  
- Invoices: Due within 15 days of issue  
- Late Payments: Consultant may suspend work for overdue invoices. Final deliverables are released upon receipt of full payment.

# 7. Intellectual Property

- Consultant retains ownership of all deliverables until full payment is received.  
- Upon final payment, IP rights transfer to Client.  
- Consultant retains right to reuse non-sensitive methods/templates.

# 8. Termination

- Either Party may terminate with 14 days’ written notice.  
- If terminated:  
 - Client pays for completed work  
 - Consultant delivers all paid-for work  
 - Initial deposit is non-refundable  
- Confidentiality, IP, and payment obligations survive termination.

# 9. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia. Disputes shall be resolved by the competent courts of Jeddah or, upon mutual agreement, via arbitration.

# 10. General Provisions

- This Agreement is the entire understanding and supersedes prior agreements.  
- Changes must be in writing and signed.  
- Neither party is liable for delays due to Force Majeure.  
- Notices must be delivered in writing to the addresses above.

# Signatures

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name: [ ]   
Title: [ ]   
Date: [ ]

Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name: [ ]   
Title: [ ]   
Date: [ ]

# Annex A: Scope of Work

[Detailed service and phase descriptions.]

# Annex B: Timeline

[Proposed phase dates and review checkpoints.]

# Annex C: NDA / Confidentiality Clauses

[Confidential info definition, obligations, exceptions, duration, and return or deletion of data. Optionally reference a signed separate NDA document.]