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SERVICES AGREEMENT

THIS AGREEMENT is made effective as of the 16th day of January 2017 by and between:

Yum! Restaurants International (MENAPAK) Co SPC, a private limited company registered under the laws of Bahrain and having its principal place of business at Suite 307, Building No. 1, Government Avenue, Area 306, Manama, Bahrain (hereafter called "CUSTOMER") of the first part.

Ummsaid Bakery, a private limited company registered under the laws of the Qatar and having its principal place of business at P. O. Box No. 1444, Doha - Qatar (hereafter called "SUPPLIER") of the second part; and

WHEREAS

- (A) SUPPLIER and CUSTOMER desire to work with each other in relation to the sale and supply by SUPPLIER to CUSTOMER's various franchisees ("Purchasing Entities") of various equipment and products as approved by Customer and which will be used by the franchisees in the operation of the CUSTOMER'S Franchise (collectively referred to as the "Goods"). For the purposes herein, CUSTOMER'S Franchise refers to the system for the preparation, marketing and sale of food products used in the operation of any concept owned by Yum! Brands Inc and/or any of its affiliated companies, and which as at the current date includes "KFC", "Pizza Hut" and "Taco Bell".
- (B) Pursuant to the desire mentioned in paragraph (A) above, CUSTOMER shall provide certain services to SUPPLIER to facilitate the sale and supply of the Goods to the Purchasing Entities and SUPPLIER shall collect and remit to CUSTOMER a services fee subject to the terms and conditions herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Article 1 Background and mutual acknowledgement

- 1.1 The Purchasing Entities are companies engaged in a quick service restaurant system under the CUSTOMER'S Franchise within the Middle East, North Africa & Pakistan regions and such other countries as the parties may mutually agree from time to time (collectively, the "Territories"). The foundation and essence of CUSTOMER'S Franchise is the adherence to standards and policies providing for the uniform operation of all restaurants within the system including, but not limited to, serving designated food and beverage products; the use of only prescribed equipment and building layout and designs; and strict adherence to designated food and beverage specifications and to prescribed standards of quality, service and cleanliness in restaurant operations. Purchasing Entities are required to purchase Goods from approved and qualified suppliers and distributors and the Goods are to be in accordance with CUSTOMER's quality standards. Compliance with the foregoing standards and policies in conjunction with the trademarks, service marks and trade names provides the basis for the valuable goodwill and wide acceptance of the CUSTOMER'S Franchise.
- 1.2 Purchasing Entities have the right to use the CUSTOMER'S Franchise, the related system property and the trademarks specifically granted to each of them by the CUSTOMER and/or its affiliated companies in the Territories on various terms and conditions.



Article 2 **Services**

- 2.1 CUSTOMER shall provide to SUPPLIER the following consulting and technical services:
- (a) Supervising the specifications of Goods to the requirements of the [brand] restaurant system;
 - (b) Review and approval of various Goods as submitted by Supplier to Customer, for the purpose of acquisition by the Purchasing Entities within the Territories; and
 - (c) ensuring compliance with the guidelines and standards set out and issued by CUSTOMER from time to time,
- (Collectively, the "Services").
- 2.2 The parties understand and agree that:
- (a) CUSTOMER will not be providing any procurement, canvassing, testing or any similar services to SUPPLIER;
 - (b) the Services will be provided remotely by CUSTOMER from its regional offices in Dubai, United Arab Emirates; and
 - (c) None of the Services shall be, or shall be deemed to be, provided or delivered either fully or partially in the territory of SUPPLIER. IN other words, all Services will be provided from outside of the territory of SUPPLIER.
- 2.3 SUPPLIER shall be entitled to market and sell the Goods to the Purchasing Entities in the Territories.
- 2.4 CUSTOMER may amend Appendix A and the Territories from time to time as mutually agreed between the parties.

Article 3 **Consideration and invoicing arrangements**

Both parties hereby agree that:

- (a) CUSTOMER is entitled to receive either:
- (i) between 0 – 3% of the ex-works price of the respective Goods sold by SUPPLIER to Purchasing Entities; OR
 - (ii) an agreed fixed fee; OR
 - (iii) as set out in **Appendix A**

as consideration for the Services (hereinafter referred to as the "Services Fee") provided pursuant to this agreement. The specific Services Fee for each of the Goods sold will be mutually agreed in writing between the parties but in any event, will be calculated as per (i), (ii) or (iii) above.

- (b) During each month of this agreement and by no later than the 7th day of each succeeding month -

- (i) SUPPLIER shall submit to CUSTOMER a Volume/Fee Tracking Report (in a format specified by CUSTOMER) for the previous month which shall, among other things, identify the quantities purchased, the purchase price, the Services Fee (in US Dollars) payable and such other information relating to the transaction between the Purchasing Entities and SUPPLIER as may be requested by CUSTOMER in its sole discretion.
- (ii) CUSTOMER shall thereafter submit to SUPPLIER an invoice (in US Dollars) for the Service Fees for the relevant month. SUPPLIER shall ensure payment of the Services Fee to CUSTOMER within five (5) business days of receipt of invoice to the CUSTOMER'S account specified in the relevant invoice. CUSTOMER shall specify the relevant exchange rate to SUPPLIER each month and SUPPLIER shall ensure remittance of funds based on the exchange rate notified.
- (c) Within 30 days following the end of each year, SUPPLIER shall submit its auditor's certificate of correctness of the information contained in each Volume/Fee Tracking Report submitted to CUSTOMER in the course of that previous year.
- (d) All payments for Services Fee under this agreement are exclusive of any value-added tax (VAT) or other tax or duty that may be required to be billed under this agreement. All taxes and duty levied on the provision of Services for SUPPLIER and/or the Purchasing Entities shall be borne by SUPPLIER.

Article 4 Confidential Information

- 4.1 SUPPLIER will consider all information provided by CUSTOMER, and / or any Purchasing Entity to be confidential (CUSTOMER's "Confidential Information") and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Agreement unless SUPPLIER obtains prior written permission from the discloser of such information. SUPPLIER will not advertise or publish the fact that it is supplying products or otherwise has a business relationship with CUSTOMER and / or Purchasing Entities, nor will any information relating to this Agreement be disclosed without CUSTOMER's prior written permission. SUPPLIER further agrees that all documents and other materials containing confidential information delivered to it and all reproductions, translations, and presentations thereof, will at all times be and remain the property of CUSTOMER, and that the same will be returned immediately upon demand at any time.
- 4.2 Confidential Information will not include any information (i) already known to the receiving party at the time of disclosure, (ii) in the public domain through no fault of the receiving party, (iii) which later becomes known from a third party without restrictions on disclosure, or (iv) which is independently developed by the receiving party.

Article 5 Term

- 5.1 The term of this agreement shall be for twelve (12) months commencing on the date of signing of this Agreement.
- 5.2 Unless either party hereto notifies the other party in writing of its desire to terminate this agreement at least sixty (60) days prior to the date of expiration of this agreement or any extension thereof, this agreement shall be automatically extended for successive twelve (12) month periods on the expiry of the term as specified in

Article 5.1 above and, if so required, with such amendments, modifications, revisions and/or other changes to the terms and conditions of this agreement as may be agreed to by the parties in writing.

Article 6 **Termination**

- 6.1 Either party may terminate this agreement in its entirety or with respect to a specific service component or components without cause upon three (3) months written notice in advance to the other party.

Notwithstanding the preceding provision, this agreement shall be automatically and immediately terminated without any notice required, if the following events have occurred:

- (a) One of the parties shall become insolvent; or shall be adjudged bankrupt; or an application for commencement of procedures for composition shall have been filed, company reorganization or company rehabilitation; or an assignment is made for the benefit of creditors, or a receiver shall be appointed to take over its assets; or
 - (b) Any breach or default in the keeping, observance or performance by that party of any one or more of the provisions of this agreement, and the failure of that party to remedy such event within 60 days after notice thereof from the other party.
- 6.2 Upon termination of this agreement as provided herein or by law or other provisions, all rights and obligations undertaken hereunder shall be terminated forthwith, except the obligations with respect to indemnity which are set out in Article 11 of this agreement, and except the obligation of the relevant Purchasing Entities to pay any amounts accrued hereunder, prior to the date of termination, notwithstanding the right of CUSTOMER to claim damages against the relevant Purchasing Entities.

Article 7 **Waiver**

The failure of either party at any time to take action against the other party, or the failure of either party to terminate this agreement for cause as provided herein before in Article 6 shall not affect either party's right to require full performance of this agreement at any time thereafter, and the waiver by either party of a breach of any provision of this agreement shall neither constitute a waiver of any breach thereof nor nullify the effectiveness of such provision nor the right of such party to demand redress for the respective losses, damages and prejudices.

Article 8 **Force Majeure**

Neither party shall be responsible for suspension, termination, or any delay of the services hereunder if occasioned by war (declared or undeclared), fire, flood, strikes, labor troubles or other industrial disturbances, government restrictions or regulations, riots, insurrections, or other cause beyond the control of the parties.

Article 9 **Modification**

No modification, change, addition, deletion or other alteration of/to this agreement shall be binding unless duly signed by authorized officer or representative of both parties.

Article 10 **Notices**

All notices, demands or other communications required or permitted under this agreement will be in writing and properly addressed to the addressee at the address specified below (or any other address notified by the addressee)

and will be deemed received by the addressee on the earlier of the date of delivery, the date of transmission if sent by facsimile with receipt confirming completion of transmission or, if sent by pre-paid security or registered post, seven (7) days after the date of posting.

If to SUPPLIER P. O. Box No. 1444 , Doha - Qatar
Attention: Tarique Mohammad (+97444415000)

If to CUSTOMER : Office 240, DMC Building 9, P.O.Box 9351, Dubai – U.A.E

Fax No. : (009714) 3904673
Attention : The Director, Supply Chain Management

Article 11 **Indemnity**

SUPPLIER agrees to indemnify, hold harmless and defend CUSTOMER from and against all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs, expenses and other detriments, whatsoever, including, but without limitation, all consequential damages and attorneys' fees arising out of or incidental to the performance under this agreement by SUPPLIER or its agents of its duties, obligations, or rights hereunder. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or termination of this agreement.

Article 12 **Entire Agreement**

This instrument contains the entire agreement between the parties hereto in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings in respect of such subject matter and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized officer or other representative of each of the parties hereto.

Article 13 **Assignment**

This agreement will inure to the benefit of CUSTOMER, its successors and assigns and may be transferred by CUSTOMER to any party without SUPPLIER's prior approval upon notice to SUPPLIER. With effect from receipt by SUPPLIER of such notice, CUSTOMER is released from all obligations of this agreement, and SUPPLIER will have a new contract on the same terms as this agreement with the transferee, successor or assignee named in the notice.

Article 14 **Severability**

In the event that any provisions of this agreement shall be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, in order to fully effectuate the intentions of the parties.

Article 15 **Dispute**

If any question, differences or disputes shall arise between the parties hereto in connection with the matters which are not provided in this agreement or with regard to the interpretation of this agreement, or the rights or obligations of either party hereunder, both parties shall make efforts to settle such dispute or difference amicably by the method of negotiation.

Article 16 **Governing Law & Jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of the Emirate of Dubai and to the extent relevant, the laws of the United Arab Emirates. In relation to any legal action or proceedings arising out of or in connection with this agreement, each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Emirate of Dubai and where relevant, the United Arab Emirates.

Article 17 **Heading**

The subject headings of the paragraphs of this agreement are included for convenience purposes only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, both parties hereto have caused this agreement to be executed by their representatives as of the day and year first above written, in duplicate originals in the English language, one of which is retained by each party.

In the presence of

Ummsaid Bakery

Signed

Signed

Witness

By: Tarique Mohammad

Position: Chief Executive Officer

In the presence of

Yum! Restaurants International (MENAPAK) Co SPC

Signed

Signed

Witness

By: Ed Ruddell

Position: KFC Director of Product Excellence, MENAPAK

Yum!

Appendix A

No.	Goods	Percentage
1.	Bakery	1