



## VENDOR SERVICES AGREEMENT

This Vendor Services Agreement No. \_\_\_\_\_ ("Agreement"), effective \_\_\_\_\_ (if left blank, the effective date shall be the date of last signature below), is made between **Note to Drafter: Add Supplier name.**, (  individual;  partnership,  corporation or limited liability company) (**Note to Drafter: Add Supplier company registration number**) with offices located at **Note to Drafter: Add Supplier address** ("Service Provider" or "Supplier") and **SAS Middle East FZ LLC - Abu Dhabi**, incorporated and registered in Abu Dhabi, United Arab Emirates ("UAE") with company number 1191713 whose registered office is at PO Box 60820 Makeen Tower 13th Floor Corner of 9th and 10th Street Abu Dhabi, UAE ("SAS" or "Customer"). When completed and executed by both parties, separate Work Authorizations shall specify the Services to be provided and SAS' payment obligation for such Services.

### 1. Definitions

#### 1.1. The following definitions and rules of interpretation apply in this Agreement:

**Affiliate:** in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party at the date of this Agreement.

**Applicable Laws:** in relation to a party, all applicable laws, statutes, regulations from time to time in force and binding and/or enforceable against such party.

**Business Day:** a day, other than a weekend day or public holiday in the UAE.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Charges:** the sums payable for the Services as set out in a Work Authorization.

**Confidential Information:** Shall mean all information and materials disclosed by either Party to the other Party or acquired by either Party or any person acting on its behalf during the performance of its obligation under the Agreement, whether commercial, financial, technical or otherwise, whether or not marked confidential and however disclosed, and all matters arising during the performance of the Agreement, including without limitation, information that relates to business affairs, services and personnel.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures (and analogous terminology):** as defined in the Data Protection Legislation.

**Customer's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Work Authorization

**Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services

**Data Protection Legislation:** the UK Data Protection Legislation and any European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications. all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and the Data Protection Legislation as applicable in the UAE

**Deliverables:** any output of the Services to be provided by the Supplier to the Customer as specified in a Work Authorization.

**Intellectual Property Rights (IPR):** means trademarks (registered or unregistered), service marks, trade names, logos, devices, domain names, business names, get-up, logos, patents, inventions, registered and unregistered design rights, copyright and related rights, moral rights, database rights, data, specifications, know how, trade secrets, rights in confidential information and all other similar rights in any part of the world including any registration of such rights and applications and rights to apply for such registrations.

**Milestone:** a date by which a part or all of the Services is to be completed, as set out in a Work Authorization.

**SAS Marks:** means those designated as such within a Work Authorization.

**Supplier Marks;** means those designated as such within a Work Authorization.

**Services;** means work performed by Service Provider for SAS or its subsidiaries pursuant to a Work Authorization.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in a Work Authorization but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

**VAT:** value added tax or analogous tax chargeable in relation to the Services.

**Work Authorization;** means a proposal, quote, SAS-issued purchase order or other mutually agreed-upon written vehicle for ordering Services under this Agreement. Each Work Authorization incorporates the terms of this Agreement.

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.



- 1.7. This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2. Term and Termination

- 2.1 This Agreement will remain in effect until terminated in accordance with this [Section 2](#).
- 2.2 Either party may terminate this Agreement for convenience upon not less than 30 days prior written notice to the other party, without the need for a court order.
- 2.3 Either party may terminate this Agreement, without the need for a court order, upon material breach by the other party if not cured within thirty (30) days of the breaching party's receipt of the nonbreaching party's written notice.
- 2.4 Upon termination of this Agreement or any Work Authorization for any reason, Service Provider shall promptly return all SAS property of whatever nature or kind provided under the applicable Work Authorization(s). Service Provider shall also furnish to SAS all work in progress or portions thereof in whatever form. SAS will pay Service Provider for any Services which have been completed and delivered as of the date of termination.
- 2.5 The parties' rights and obligations under [Sections 3, 5, and 6](#) and [Subsection 4.6](#) shall survive the termination of this Agreement and/or any Work Authorization.

## 3. Payment for Services

- 3.1 SAS will pay Service Provider according to the agreed-upon fees set forth in the Work Authorization.
- 3.2 SAS shall withhold from any and all payments made by SAS to Service Provider any and all amounts SAS shall be required to withhold under Applicable Law in respect of withholding taxes or any other duties, fees and other impositions as may be levied under Applicable Law. SAS shall not gross up or be required to gross up any payments in respect of any such withholding taxes or any other duties, fees and other impositions as may be levied under Applicable Law.
- 3.3 Any additional services requested by SAS or any change in the scope of Services in a specific Work Authorization must be (i) evidenced by an additional or amended Work Authorization referencing this Agreement and the applicable purchase order, and (ii) pre-approved in writing by an authorized representative of SAS. Otherwise, any work that exceeds or alters the scope of Services described in a Work Authorization shall be provided at no additional charge.
- 3.4 SAS will pay for actual expenses incurred by Service Provider related to the Services, provided that all such expenses are reasonable, have been pre-approved by an authorized representative of SAS and are in accordance with SAS' Travel Policy, available upon request.
- 3.5 Unless otherwise specified in the applicable Work Authorization, Service Provider shall invoice SAS for the Services and pre-approved expenses upon completion of the Services. Invoices submitted to SAS for payment must reference the appropriate purchase order; failure to do so will result in the invoice being returned to Service Provider unpaid.

- 3.6 SAS will pay all undisputed amounts invoiced within forty-five (45) days of receipt of the invoice. In no event will final payment be made until all Services identified in a Work Authorization have been accepted by SAS.

## 4. Service Provider Responsibilities

- 4.1 Unless otherwise expressly specified in the applicable Work Authorization, Service Provider shall not subcontract any of Service Provider's obligations hereunder without the prior written consent of SAS. Service Provider agrees to abide by SAS' [Business Partner Code of Conduct](#).
- 4.2 Service Provider shall not access SAS' computing resources without SAS' prior written authorization. Service Provider agrees to reasonably cooperate with SAS to provide the information necessary for SAS to engage a third party vendor to perform background verification for each person who will require access to SAS' computing resources. Failure to comply with this [Section 4.2](#) may result in termination of this Agreement.
- 4.3 Service Provider, assumes the responsibility for payment of all taxes, as well as all payroll taxes and any other fees or contributions arising from the operation of Service Provider's business. Service Provider shall be responsible for any liability or damages resulting from a breach of this [Subsection 4.3](#).
- 4.4 Unless otherwise expressly specified in the applicable Work Authorization or in the description of insurance below, Service Provider shall for the term of this Agreement provide and maintain in full force and effect, at no additional cost to SAS, the following minimum amounts of insurance:

*Commercial General Liability\** - coverage on a primary, non-contributing, occurrence basis with coverage for (i) premises/operations (including medical payments), (ii) products/completed operations, and (iii) personal injury. Minimum limits for bodily injury and property damage shall be \$1,000,000 each occurrence. If Service Provider will be onsite at SAS' premises, this policy must include SAS as an additional insured in relation to the Services.

*Commercial Automobile Liability\** - covering all motor vehicles, owned or non-owned, used by Service Provider in providing Services, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage. This insurance is not required if Service Provider will not be onsite at SAS' premises.

*Workers' Compensation* - sufficient to meet statutory liability limits in the state in which the Services are being performed; and Employer's Liability - minimum limits of \$500,000 each accident.

*Professional Liability* - coverage of \$1,000,000 per occurrence/claims-made basis, if specified in the applicable Work Authorization.

*Cyber Liability* - coverage of \$5,000,000 per occurrence and aggregate, covering network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, notification costs, and regulatory defense) in the performance of Services for SAS or on behalf of SAS, if specified in the applicable Work Authorization. Such insurance shall be maintained in force at all times during the term of this Agreement and for a period of two (2) years thereafter for Services completed during the term of this Agreement.

\*or *Umbrella* Liability coverage sufficient to meet limits stated above.



- 4.5 A Certificate or Memorandum of Insurance evidencing the required coverage and limits will be furnished to SAS before any Services are performed under this Agreement and annually thereafter.
- 4.6 Service Provider shall treat as confidential and shall not directly or indirectly use, disseminate, disclose or publish any data or information obtained during the performance of Services related to SAS facilities and computer resources, research, process, products and product development, customers, purchasing, accounting, personnel or other internal matters, which is not available to the public or which is not otherwise a matter of public record. No right or license, express or implied, is granted hereunder for the use of any of SAS' trademarks, logos or other proprietary information, including but not limited to use of SAS' name or logo in a customer list.

## 5. Warranties and Indemnification

- 5.1 Service Provider warrants that Service Provider shall render Services (i) in a diligent, conscientious and workmanlike manner; and (ii) in strict compliance with all applicable laws and government regulations, codes and ordinances.
- 5.2 Service Provider warrants that Service Provider is under no obligation or restriction that would in any way prevent or interfere with Service Provider's ability to perform the obligations under this Agreement.
- 5.3 Service Provider warrants that any materials provided by Service Provider or its subcontractors in connection with the delivery of Services will not infringe upon any patents, copyrights or any other rights of third parties.
- 5.4 Service Provider warrants that any goods supplied under this Agreement are free and clear of all liens, claims, or encumbrances of any kind. Service Provider further warrants that all goods are new unless otherwise stated and are fit for the purpose for which such goods are ordinarily employed. Service Provider represents that it is authorized to transfer manufacturer's warranties to SAS.
- 5.5 Service Provider assumes full responsibility for performance of Services by Service Provider and any of its employees or subcontractors. Service Provider agrees to indemnify and hold SAS harmless from any liability, debt, cost, damages and reasonable attorneys' fees to the extent caused by or arising out of such performance of Services by Service Provider, its employees or subcontractors, including but not limited to third party claims arising from breach of any warranty hereunder and injury to persons or damage to property.
- 5.6 Service Provider warrants it is entitled to enter into this Agreement and to carry out its duties under it.
- 5.7 Service Provider warrants it shall ensure that while any of its personnel are on the Customer premises that they will conform to all relevant codes of staff and security practice including, but not limited to health and safety regulations, IT policies and mobile phone policies.
- 5.8 In addition Service Provider warrants (a) that Service Provider and permitted subcontractors shall render Services on SAS' premises: (i) in a diligent, conscientious, and workmanlike manner and (ii) in strict compliance with all Applicable Laws and government regulations, codes, ordinances, proclamations, or orders, including, but not limited to, taking all required actions and safeguards relating to any public health emergency, including the COVID-19 pandemic, and (b) that, without limiting any portion of subsections (i) and (ii) above, all Services on SAS' premises shall be performed by employees and permitted subcontractors who, based on all required and/or reasonable inquiry, verification and/or testing, are not believed or known to have COVID-19 or any other communicable disease (unless such status is otherwise protected by law). In addition to and without limiting any of the indemnification obligations in the Agreement, Service Provider shall indemnify and hold SAS harmless from any liability, debt, cost, damages and reasonable attorneys' fees to the extent caused by or arising out of the performance of Services by Service Provider, its employees or subcontractors, including, but not limited to, third party claims arising from breach of any warranty hereunder and injury to persons or damage to property.
- 5.9 In any event, neither party shall be liable for any (a) loss of profits (whether actual or anticipated); (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; or for any indirect, special, consequential or incidental loss or damage however arising. Notwithstanding the above, nothing in this Agreement shall exclude or limit the liability of either party for, death or personal injury caused by the negligence of a party, or for deceit or any fraudulent misrepresentation.
- 5.10 The total amount the Supplier may recover from SAS during the Period for all claims relating to the Agreement is limited in the aggregate to 100% of fees paid.
- 5.11 Nothing in this condition shall be interpreted as excluding liability for negligence resulting in death or personal injury.

## 6. INTELLECTUAL PROPERTY

- 6.1 SAS shall be the sole owner of all proceeds in any form developed pursuant to this Agreement ("Work Product"), including but not limited to any marketing collateral in tangible or electronic form, any notes or other written materials; and any research, including interviews.
- 6.2 The Supplier agrees that all IPR in the Work Product are automatically assigned at the time of creation, without any requirement of further consideration.
- 6.3 Upon SAS' request, Supplier shall take such further actions as may be required to give full and proper effect to such assignment(s). Supplier further agrees that SAS shall have the sole and exclusive right to use, exploit, merchandise, and publish the Work Product in any form and in any and all media, whether now known or hereafter devised, throughout the world, in all languages, as SAS in its sole discretion shall determine. If and to the extent that, according to the law of any jurisdiction, at any time such rights, title, and interest do not vest or cannot be assigned by Supplier as provided in this section, Supplier herewith irrevocably agrees to assign, convey and transfer and hereby does assign, convey and transfer to SAS all rights that can be assigned pursuant to this section to the fullest extent possible and permissible and irrevocably agrees to grant, and hereby does grant, to SAS an unlimited, exclusive, irrevocable, worldwide, assignable, transferable, perpetual, sub-licenseable and royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights that did not vest and/or cannot be assigned as contemplated by this section.
- 6.4 Any use of the Work Product by the Supplier is at the sole discretion of and subject to prior written approval from SAS. Supplier understands and agrees that SAS owns or controls all assets, images, marketing collateral, and other materials that SAS and its authorized contractors provide to Supplier ("SAS Assets"), including any SAS Assets provided via SAS' electronic asset management system, and that Supplier has no right or interest to use the SAS Assets other than to perform the Services hereunder.



- 6.5 Upon termination of this Agreement and the relevant Work Authorization (or upon termination or expiration of any Schedule hereunder) the Supplier shall return or destroy the SAS Assets as provided in the Confidentiality Section.
- 6.6 Supplier agrees that it will appropriately manage access to the online resources provided by SAS including but not limited to:
- 6.6.1 restricting access to authorized Supplier employees only;
- 6.6.2 confining portal use solely to the scope and duration of Services (detailed in a particular Schedule - to be added if there is a Schedule attached to the Agreement), and
- 6.6.3 decommissioning login credentials immediately upon completion of a project and/or when individuals leave Supplier's employment.
- 6.7 To the fullest extent allowed by law, Supplier hereby expressly and irrevocably waives in favour of SAS or its nominee, any and all moral rights arising under statute, treaty or at common law that Supplier has now or may have in the future with respect to any Work Product prepared by Supplier hereunder. Such moral rights include, without limitation, the right to attribution of authorship, the right to restrain distortion and modification and the right to prohibit any use of any such Work Product in association with a product, service, cause or institution that might be prejudicial to Supplier's honour or reputation.
- 6.8 Neither Party shall acquire any interest in the other's IPR, except as expressly provided in the Work Authorization.
- 6.9 Supplier warrants that it has procured SAS with a worldwide, nonexclusive, royalty-free, non-transferable, irrevocable licence to use the IPR in the Supplier's Marks solely for purposes of enabling SAS to exploit its rights and comply with its obligations under this Agreement.
- 6.10 Supplier warrants that it is the owner or licensee of the IPR in the Supplier's Materials, and that the use of the Supplier's Marks by SAS shall not infringe any third party's IPR
- 6.11 Supplier will defend and indemnify SAS with respect to any claim made against SAS for IPR violation or infringement relating to the Supplier's Marks. SAS agrees to notify Supplier in writing of any such claim, to allow Supplier to control the litigation or settlement of any such claim and to cooperate with Supplier in the investigation, defence and settlement thereof. Supplier shall indemnify SAS by paying for the costs and legal fees SAS incurs. SAS may participate at SAS's own expense. For the avoidance of doubt, this clause will not apply if the claim also relates to an IPR violation or infringement relating to SAS's marks.
- 6.12 SAS hereby grants the Supplier a worldwide, nonexclusive, royalty-free, non-transferable, revocable licence for the term of this Agreement to use the SAS Marks strictly for the purposes of enabling the Supplier to perform its obligations under this Agreement. SAS shall retain all its IPR used as part of this Agreement and any goodwill derived from the Supplier's use of SAS's IPR, including the SAS Marks, shall be for the benefit of SAS.
- 6.13 The Supplier shall:

- 6.13.1 use the SAS Marks in the form and manner in which they are supplied by SAS, and subject to SAS's prior written approval and in accordance with SAS Trademark and Logo Guidelines; and
- 6.13.2 not acquire any interest in the SAS Marks, not (knowingly) do anything which may endanger SAS's rights in the SAS Marks, and not use or apply to register any of the SAS Marks or any trade mark that is confusingly similar to a SAS Mark

## **7. ANTI-BRIBERY**

### **7.1 Each Party shall:**

- 7.1.1 comply with all Applicable Laws, statutes and regulations relating to anti-bribery, anti-corruption, anti-fraud and/or the offering of any unlawful or improper inducement when carrying any activities under this Agreement;
- 7.1.2 notify its officers, directors, consultants and agents of their obligations under this section; and
- 7.1.3 ensure that each of its subcontractors and suppliers shall comply with any applicable anti-bribery and anti-corruption laws in force;
- 7.1.4 The Supplier confirms it has read SAS's anti-bribery and anti-corruption policies available at [https://www.sas.com/en\\_gb/company-information/corporate-social-responsibility.html#governance](https://www.sas.com/en_gb/company-information/corporate-social-responsibility.html#governance) and agrees to maintain its own substantially similar policies and procedures to ensure compliance with the applicable laws, and will enforce these where appropriate;

## **8. ANTI-SLAVERY**

### **8.1 In performing its obligations under the Agreement, the Supplier shall:**

- 8.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- 8.1.2 read and understand SAS's modern slavery statement available at [https://www.sas.com/en\\_gb/company-information/corporate-socialresponsibility.html#governance](https://www.sas.com/en_gb/company-information/corporate-socialresponsibility.html#governance) (SAS Modern Slavery Statement) and SAS's policies regarding doing business in an ethical and transparent manner as referred to in the SAS Modern Slavery Statement (SAS Anti-Slavery Policies), and shall maintain its own substantially similar policies and procedures to ensure compliance with the applicable laws, and enforce these where appropriate.

## **9. Confidential Information**

### **9.1 Both Parties undertake to each other:**

- 9.2 To keep confidential all Confidential Information belonging to the other at any time during the Agreement and for a period of five years after termination;
- 9.3 To treat Confidential Information belonging to the other with the degree of care as it uses for its own Confidential Information but in no event less than a commercially reasonable standard of care;
- 9.4 Not without the written consent of the other, to disclose Confidential Information in whole or in part save to those of its employees,



agents and subcontractors involved in the provision or receipt of the Services and who need to know the Confidential Information in question

- 9.5 To use the Confidential Information belonging to the other solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third party;
- 9.6 To make all relevant employees and subcontractors aware of the provisions of this *clause 9* and to take all reasonable steps to ensure that its employees, agents, and subcontractors comply with the provisions of this *clause 9*
- 9.7 The provisions of *clauses 9.1 to 9.5* shall not apply to any information which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 9.8 Except as permitted in *clause 9.9*, each party undertakes that it shall not at any time, disclose to any person certain Confidential Information of the other party concerning the other party's business, plan, customer, clients, suppliers, technology, products and other information which the other party holds. Confidential Information shall also include information of either party in a tangible or intangible form that is marked or designated as confidential.
- 9.9 Each party may disclose the other party's Confidential Information:
  - 9.9.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement.; and
  - 9.9.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.10 In the event that the Confidential Information must be disclosed pursuant to judicial order or requirement of law, the receiving party shall immediately notify the disclosing party of such order or requirement and shall take all available steps to limit such disclosure.
- 9.11 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.12 Upon termination, Supplier agrees to return any SAS Confidential Information and all copies thereof (including electronic copies), or destroy the Confidential Information. In the event of destruction, Supplier shall have an authorized representative certify this to SAS.
- 9.13 Supplier shall not remove any proprietary, copyright, trade secret or other legend from any form of the SAS Confidential Information. Supplier shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of SAS. Supplier agrees that should any unauthorized disclosure or use of SAS Confidential Information be made by Supplier, Supplier will (i) immediately notify SAS of same; (ii) take all reasonably necessary steps to prevent further unauthorized disclosure and/or use; (iii) cooperate with SAS in its efforts to secure the Confidential Information and protect SAS' proprietary rights therein.
- 9.14 Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information complies with this Schedule.
- 9.15 The obligations in this section survive termination of this Agreement.

## 10. General

- 10.1 SAS has the right to inspect work at any time, stop work, require changes to the work, and request modifications to the Services to address safety and environmental concerns affecting SAS or its employees.
- 10.2 SAS reserves the right to employ other providers of the same or similar services as those provided by the Service Provider hereunder.
- 10.3 Each party is an independent contractor under this Agreement, without any authority to bind the other. Nothing in this Agreement constitutes nor shall be deemed to constitute either party being an agent of the other party, whether for the purposes of any applicable commercial agencies law or otherwise.
- 10.4 This Agreement may not be assigned in whole or in part by the Service Provider without the prior written permission of SAS. Any attempt to do so is void. This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors, and permitted assigns.
- 10.5 All notices, including address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when delivered to the respective representatives listed in the applicable Work Authorization. Legal notices to SAS must be sent to the attention of the Office of the General Counsel.
- 10.6 Third party rights. No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 10.7 To the extent that either party has acquired or later acquires any immunity (sovereign or otherwise) from any legal action, suit, or proceeding, from jurisdiction of any court, or from setoff or any legal process with respect to itself or any of its property, such party irrevocably waives and agrees not to plead or claim such immunity with respect to any action, suit or proceeding brought under or in relation to this Agreement.
- 10.8 Governing law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.
- 10.9 Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat of arbitration shall be the Dubai International Financial Centre (DIFC). The language to be used in the arbitration shall be English..
- 10.10 If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall remain in full force and effect.
- 10.11 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 10.12 The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree that the complete, exclusive and final statement of agreement between the parties relating to the subject matter shall consist of this Agreement and any Exhibits or Work Authorizations thereto. If the terms of this Agreement conflict with the terms of a Work Authorization, the terms of the Work Authorization shall control.



This Agreement supersedes all proposals or other prior agreements not referencing this Agreement, oral or written, and all other communications between the parties relating to the subject. This Agreement cannot be modified except by a subsequent writing signed by an authorized representative of Service Provider and SAS.

Signature page follows.

Executed by Service Provider:

Executed by SAS Middle East FZ LLC - Abu Dhabi

Authorized Signature:

Authorized Signature:

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Name:

Name:

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Title:

Title:

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Date:

Date:

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