**AGREEMENT**

**FOR**

**SUPPLY OF SERVICES**

An Agreement made on: between:

(1) Company Name (XXXXXXXXXXXXXXXXX) whose registered office is situated at:XXXXXXXXXXXXXXXXXXX

herein designated as the " Client" and

(2) MEDITERRANEAN OIL SERVICES GmbH, whose registered office is at Werdener Street 8, D-40277 Dusseldorf

herein designated as " Medoil"

whereas Medoil and the Client have agreed for the provision of business services by Medoil to the Client on the terms hereinafter contained:

**I. SCOPE OF BUSINESS SERVICE**

A. The Client hereby appoints Medoil for the assistance in:

1. Procurement Purchasing of Equipment and Materials
2. Recruitment Recruitment campaigns of Client Personnel
3. Training Organization of Training programs for Client Personnel
4. Travel Services Arrangements of Business Trips for Client Personnel
5. IT- Services Consultancy in IT - projects
6. Financial Services Direct Payments and opening of L/C's
7. Such other business services as the Client may from time to time require.

B. Medoil shall during the continuance of this Agreement (which shall be deemed to have commenced on……./………/2024 provide or procure the provision to the Client as it may require in order to perform the services specified under I. Above.

C. Medoil, as a Commercial Agent, is acting in the name and on the account on behalf of the Client. According to these agreements, the clients are granting certain rights to the company as a whole.

These rights include the negotiation and legal binding placing of orders for all kind of services. The company is performing as a Commercial Agent and therefore always acts.

,, in the name and on the account ,, of the client companies.

Based on the authority granted by the client companies, MEDOIL is representing itself and the clients to any 3rd party.

These parties are in particular: Manufacturers, Traders, Hospitals and Clinics, Insurance Companies, Training Institutes, Recruitment Agencies, Consultant Companies, State Departments, Banks, Other Business Organizations and Institutions.

This agreement shall not establish, nor be deemed to establish a joint venture or partnership between Medoil and the Client and or suppliers and service providers.

**II. MEDOIL's OBLIGATIONS**

A. Medoil undertakes and agrees with the Client that it will at all times during the continuance of this Agreement, observe and perform the terms and conditions herein contained and in particular:

1. will observe and execute promptly the instructions communicated to it from time to time by the Client with regard to matters referred to in clause I. hereof,
2. when entering into contracts for the Client will, unless otherwise instructed by the Client, do so on the terms of Medoil standard form terms and conditions and will inform the other party(ies) thereto of the fact that it is acting as Commercial Agent,
3. in placing orders for the purchase of equipment or materials in pursuance of instructions received from the Client, Medoil will inform the seller, if the seller shall so request, of the purposes for which the items to be pur-chased are intended to be used. Such information will be disclosed for the purpose of compliance with local Export rules and Regulation only unless previous authorised by Client for other purposes as requested by Medoil,
4. act as general consultant to the Client on all matters concerning this Agreement. In respect of Procurement activity, Medoil may inform Client of any background information on purchasing alternatives. Upon such advise, Client will consider whether follow the suggestion and will inform Medoil accordingly.

B. For the avoidance of doubt, it is hereby confirmed that at no time shall Medoil have any general authority to act as the agent or representative of the Client, and Medoil shall not conclude any contract nor place any order of the Client without the prior written approval of the Client, nor pledge the credit of, nor receive or purport to receive or pay any monies in whole or part satisfaction of any debts due or outstanding to or from the Client.

The Client may agree to permit Medoil to exercise general discretionary powers in respect of any orders to be placed, in which case Medoil will not exceed any financial limit imposed by prior written notification from the Client.

C. Medoil hereby assigns to the Client any claims arising out of, or in connection with any orders issued by Medoil for the Client, especially, but not limited to demand delivery from the supplier as well as any warranty rights and claims arising under such order being Client responsible for selection of successful supplier, contract based on accepted Terms and Conditions and being Client provided by any offer obtained by suppliers. In opposite, in case that Client give to Medoil full authority to act on behalf of Client (bidder selection, negotiation and agreement on contract clauses etc.) then Medoil will be responsible to solve any dispute which might arise at no cost for the Client.

Following the delivery of any equipment or materials procured in accordance with the terms and conditions hereof, any claims especially, but not limited to any claims based on defects or other warranty issues shall be enforced solely by the Client against the supplier, and any responsibility or liability of Medoil with respect thereto is hereby expressly waived and excluded.

Upon request of the Client, Medoil shall, however, assist the Client in resolving any such outstanding issues with the supplier and/or enforcing claims and rights to the Client against the supplier.

The foregoing shall not affect the responsibility and the liability of Medoil to perform its services hereunder with due diligence and care.

D. Medoil undertakes to provide to the Client on regular basis reports of all commitments entered into for the client, in order to facilitate the Client's need to properly plan its financial commitments.

E. Medoil will keep separate proper and accurate accounts and records of transactions made for the Client in English language, including full details of the nature thereof and the persons from whom the relevant supplies or services are obtained.

**III. CLIENT'OBLIGATIONS**

A. The Client authorizes Medoil to open and maintain separate bank accounts in all required currencies. All charges, interest expense and interest income of such bank accounts will be at Client's direct cost.

B. The Client undertakes to remit or make available to Medoil, in advance, all necessary funds to meet the commitments properly entered into by Medoil for the Client.

The commitments resulting from the purchase price of goods, materials or services charged by the respective suppliers are paid from such funds made available without any commission fee for Medoil.

C. The Client will pay in advance to Medoil in consideration of the services performed as specified in clause I. of this agreement a quarterly fee consisting of the total costs incurred by Medoil in performing such services for its own account (operating expenses), together with a commission fee of 5% of such costs (mark-up).

Within reasonable time after the end of each quarter, Medoil will forward an invoice to the Client. This invoice is representing the Client's share in Medoil's own costs calculated in accordance with the allocation keys indicated in annex 1.

to this agreement. A settlement of the advance payment of the Client and the actual invoice will be done by debit or credit of the balance to the bank account maintained for the Client.

**IV. GENERAL**

A. This Agreement shall continue in force until terminated by not less than 6months notice in writing given by either party to the other. In the event of termination the Client shall within a reasonable time after the expiry of the Agreement pay to Medoil a final fee calculated in accordance with clause III. C. of this agreement.At all times after the expiry of such notice, the Client shall indemnify and keep indemnified Medoil from and against the claims howsoever arising from third party in respect of contracts or engagements made by Medoil with such third parties at the request of the Client during the term of this Agreement.

B. This Agreement shall be governed by the substantive laws of Germany. All disputes arising under or in connection with this Agreement shall be finally settled according to the Arbitration Rules of the German Institution of Arbitration. (DIS) without recourse to the ordinary courts of law.

C. Any amendments or alterations of this Agreement shall be valid only if executed in writing. This shall apply as well to a waiver of the written form.

D. Client, at any time during contract validity and not later than three years after the expiring of validity of subject contract, has the right to audit Medoil with regard to the activities performed under the terms of this Agreement.

for MEDOIL GmbH for XXXXXXXXXXXXX

Ibrahim Ahmed Abubridaa XXXXXXXXXXXXXXX

Managing Director Chairman, Management Committee

Date: Date:

Attachment:Annex 1