

AI Software Development and Consulting Services Agreement

Reference : AISDCS - 20250301

BETWEEN THE UNDERSIGNED:

THE GIVING HAND SOLUTIONS SPC,

A Sole Proprietor Company with a share capital of 20 000 OMR,

Headquartered at Knowledge Oasis Muscat KOM / Al Seeb / Muscat Governorate,

Registered under number 1445767,

Represented by Mr. MOHAMED KHALIL BEN ALTAHER BEN AL BECHIR, acting as chief executive officer,

Hereinafter referred to as the CLIENT,

AND

SCALEX INNOVATION,

A Limited Liability Company with a share capital of 10 000 Dinars,

Headquartered at Mahdia Road KM 0.5, Pavillon d'Or Building, 3000 SFAX City,

Registered under number 1834205/F,

Represented by Mr. Mohamed ELLOUZE, acting as chief executive officer,

Hereinafter referred to as the SERVICE PROVIDER.

Preamble

The Client – THE GIVING HAND SOLUTIONS SPC – has entrusted the execution of various services to the company SCALEX INNOVATION, in view of its expertise in IT services.

The Service Provider – SCALEX INNOVATION – fully and unreservedly acknowledges its status as a supplier to the Client – THE GIVING HAND SOLUTIONS SPC – and, as such, undertakes to comply with all rules applicable to suppliers.

Article 1 – Purpose

This Agreement defines the general conditions and terms under which the CLIENT entrusts the SERVICE PROVIDER with technical assistance services, the nature and characteristics of which are specified in Annex I.

Article 2 – Duration of the Agreement

The Agreement is entered into for the duration of the service as specified in Annex A.

Article 3 – General Obligations of the Service Provider

The Service Provider undertakes to exercise due diligence in carrying out all services under its responsibility in accordance with this Agreement, and to use all reasonable efforts to ensure that the services provided, along with any advice and assistance offered to the Client, meet the Client's satisfaction.

The Service Provider agrees to devote all time spent within the Client's company exclusively to the execution of this Agreement.

The Service Provider is subject to a general obligation to advise, inform, and alert with respect to all services entrusted under this Agreement. In particular, the Service Provider must:

- Alert the Client of any event that may affect deadlines or the achievement of project goals;
- Warn the Client of any shortcomings in the implementation of the organization necessary for the proper execution of the service.

The Service Provider agrees to allocate the most appropriate human and material resources to perform the services, remaining solely responsible for defining and selecting these resources, including choosing members of its staff to be involved in the mission.

The Service Provider will take all necessary measures to ensure its personnel comply with all obligations required for the proper execution of the services.

Article 4 – General Obligations of the Client

The Client defines the services to be performed. The Client shall not interfere with the selection or management of the material and human resources assigned by the Service Provider to execute this Agreement.

The Client agrees to provide the Service Provider, in due time, with all updated documents, information, and necessary explanations required for the timely and proper performance of the services under this Agreement.

In consideration of the proper performance of the services provided by the Service Provider, in accordance with this Agreement, the Client agrees to honor the financial conditions defined herein.

Article 5 – Performance of Services

The Service Provider undertakes to perform the services entrusted by the Client as defined in Annex A and in accordance with the provisions of this Agreement.

The Service Provider shall regularly update the Client on the progress of the assigned services.

Both Parties agree to inform each other in writing of any event that may impact the timeline for completion of all or part of the services.

In the event the Service Provider identifies any difficulty, it agrees to inform the Client in writing and propose corrective measures.

The Service Provider undertakes to comply with the execution deadlines specified in Annex I.

Article 6 – Supervision of Service Provider's Personnel

The Service Provider shall carry out the services without interruption during the execution period defined in the Agreement.

Any interruption in service must be reported in writing by the Service Provider to the Client, with at least 8 days' notice, reduced to 24 hours in exceptional cases (e.g. illness, family emergencies).

The personnel of the Service Provider shall remain under the exclusive direction and disciplinary authority of the Service Provider, regardless of the service duration. They may not be considered as employees or temporary staff of the Client.

The Service Provider is solely responsible for the administrative, accounting, and HR management of its staff assigned to this Agreement.

The Service Provider shall request any necessary documents from the Client to comply with these obligations.

Both Parties also agree to comply with labor laws concerning health and safety requirements.

Article 7 – Cooperation Between the Parties

The Parties undertake to fully cooperate, keep each other informed, and share all useful elements for the successful execution of the services.

Any issue must be immediately reported to the other Party so that appropriate solutions can be agreed upon and implemented.

Article 8 – Confidentiality

Each Party agrees not to disclose to third parties, including the Client's client companies, any commercial or legal information related to this Agreement and its annexes.

Article 9 – Termination

Either Party may unilaterally and prematurely terminate this Agreement, provided that a 30-day notice is given, starting from the date of receipt of a registered letter with acknowledgment of receipt or personal delivery from the terminating Party to the other Party.

Article 10 – Ownership of Results

The results of any studies or work carried out by the Service Provider or its personnel—including developed processes, software, or tools—shall be the exclusive property of the Client, who shall hold all intellectual property rights as per applicable law.

The Service Provider reserves the right to use the knowledge acquired during the performance of this Agreement, provided this does not breach the confidentiality obligations herein.

Article 11 – Governing Law and Jurisdiction

This Agreement is governed by Tunisian law. Any dispute not resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Tunis.

Article 12 – Domicile

For the execution of this Agreement, the Parties elect domicile at their respective registered offices mentioned above.

Article 13 – Annexes


This Agreement includes annexes that are considered an integral part of the Agreement.

Executed on 01/03/2025

THE CLIENT

MOHAMED KHALIL BEN ALTAHER BEN AL BECHIR

CEO



THE SERVICE PROVIDER

Mohamed ELLOUZE

CEO



AI Software Development and Consulting Services Agreement – ANNEX A

Reference : AISDCS – 20250301

A – Description of Services

Nature and characteristics of the service:

- Consulting
- AI Software Development

Start Date: 01/03/2025

Duration: 12 months, renewable by tacit agreement.

B – Invoicing

Invoices shall be issued monthly on the last day of the month and are payable upon receipt.

Executed on 01/03/2025

THE CLIENT

MOHAMED KHALIL BEN ALTAHER BEN AL BECHIR

CEO



THE SERVICE PROVIDER

Mohamed ELLOUZE

CEO

