

Transguard Living
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between Transguard Group LLC ("Transguard") and the "Customer" ("the Party/Parties" who agree as follows:

1. DEFINITIONS: Capitalized terms are used as defined in this Agreement.

AED: means UAE Dirhams.

ADDITIONAL CHARGES: means the actual charges paid and/or incurred by Transguard for carrying out any Additional Services, including, but not limited to, any fees, charges, fines, legal expenses incurred by Transguard in providing any Additional Services

ADDITIONAL SERVICES: means any extra or additional services not covered which the Customer requires and which will be charged to the Customer.

AGREEMENT: Means this agreement and its schedules.

SERVICE VISIT: means the visit that Transguard will carry out during the Term to check that the elements included in the Agreement are in good working order.

"Applicable Law(s)" means (i) all legislation including codes, decrees, resolutions, acts, statutes, ordinances, rules, regulations, directives, and other orders, treaties, by-laws, codes of practice and other subordinate legislation of the UAE; and/or (ii) the requirements, rules and regulations of any authority, including without limitation, local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, executive, administrative or judicial bodies in the UAE;

COMMENCEMENT DATE means the date Services are commenced.

CONSUMABLES means any goods required to carry out the Services and charged to the Customer.

CREDIT TERMS means the payment terms as set out at Clause 3.

EMPLOYEE means an individual employed by Transguard to perform the Services for the Customer.

HOME means the place where you live or a home you own (either as a second property or a landlord) that is a private domestic property, including any garage connected to your home.

SERVICES: means the Services to be performed by Transguard as purchased by the Customer.

SERVICE CHARGE means Transguard's fees and charges to perform the Services.

TERM: means the period from the Commencement Date that the Customer requires/purchases Services from Transguard until completion.

"UAE" means United Arab Emirates and Transguard's country of domicile

2. Commencement and Provision of Services:

- 2.1 This Agreement shall come into effect on the Commencement Date and shall continue for the duration of the Term unless terminated in accordance with Clause 10.
- 2.2 Transguard shall provide the Services to the Customer in accordance with the terms and conditions of this Agreement.
- 2.3 This Agreement shall form the sole basis on which the Services shall be provided to the Customer unless otherwise agreed in writing between Transguard and the Customer.
- 2.4 The scope of Services may be extended between the Parties in writing and a revised Service Charge will be agreed.
- 2.5 All persons using and purchasing the Services on Transguard Living website at www.transguardliving.com must be over 18.
- 2.6 All Services can be purchased via www.transguardliving.com and will be delivered to at the address or location specified by the Customer.

3. Payment of Service Charges-:

- 3.1 The Customer will, in consideration of the Services provided by Transguard, pay the Service Charge upfront and as follows:
 - 3.1.1 The Client will pay 50% of the Service Charge upfront to Transguard for Services costing AED 3,000 and over and the remaining 50% upon completion.
 - 3.1.2 For any Services under AED 3,000, 100% of payment will be made upfront.
- 3.2 In respect of any Packages purchased by the Customer, a monthly direct debit option can be availed of. Payment can only be made in UAE Dirhams and Visa and/or MasterCard will be accepted for online payment
- 3.3 The Customer will receive delivery confirmation of all purchases made online via www.transguardliving.com by either email and/or SMS within ten (10) minutes of the transaction being authorized.
- 3.4 Multiple orders for Services received from the Customer may result in multiple postings to the Customer's monthly bank statement.
- 3.5 The Customer shall not be entitled to withhold payment of the Service Charge for any reason whatsoever. Payment of the Service Charge

shall be made in full by the Customer on a monthly basis and any disputes thereon will be dealt with by the Parties reasonably and amicably.

- 3.6 In the event that the Term of the Agreement exceeds one (1) year, the Parties agree that the Service Charge will be reviewed annually allowing for increases in operating costs or inflation rates, subject to agreement in writing by both Parties.
- 3.7 If Transguard incurs any additional cost or expense outside Transguard's control as a result of any new, existing or amended Applicable Law or as a result of compliance with any new, existing or amended Applicable Law whilst carrying out any of the Services, the Customer shall be obliged to reimburse Transguard all such additional costs or expenses and the Customer agrees to the Service Charge being revised accordingly.
- 3.8 The Service Charge does not include any applicable sales, use, excise, value added tax ("VAT") or other tax or amount which is or may be levied on or applicable to the provision of the Services provided under this Agreement. All and any VAT (if applicable) will be payable by the Customer and such additional amount shall be added to the invoices at the appropriate rate.
- 3.9 Transguard reserves the right, exercisable in its absolute discretion, to apply a late payment fee, at the rate of 2% per month, to all invoices issued by Transguard under or pursuant to this Agreement which are unpaid beyond their due date.
- 3.10 In the event that a cheque (provided by the Customer to Transguard) bounces, for whatever reason, Transguard reserves the right, exercisable in its absolute discretion, to apply an administration fee of 1% of the cheque value.
- 3.11 The Service Charge may be subject to change at Transguard's discretion or in the event that the Customer has incorrectly estimated the size of their Home or the resources required to perform the Services.
- 3.12 Bank/Credit Card charges for incorrect payments from Customers will not be reimbursed.

4. TRANSGUARD RESPONSIBILITIES

- 4.1 Transguard will deploy Employees that meet the technical and other skills required to perform the Services.
- 4.2 Transguard will ensure that the Employees deployed at the Customer's Home are covered under its workmen's compensation insurance

policy at least to the minimum extent required under the UAE Labour Law.

- 4.3 Transguard shall provide any tools and equipment necessary for the completion of the Services.
- 4.4 Transguard will provide all equipment, materials, protective and safety equipment and/or first aid kits necessary to perform the Services (the "Equipment") which will conform to all laws and regulations in the UAE.
- 4.5 Should any Consumables be required to perform the Services, Transguard shall provide same and charge same back to the Customer at an additional cost (plus 10%). Any consumables, materials or spare parts will be subject to availability.
- 4.6 In the event that Services cannot be performed due to adverse weather conditions, Transguard will reschedule the Services at no additional cost to the Customer.

5. CUSTOMER'S RESPONSIBILITIES

- 5.1 The Customer will pay Transguard the Service Charge for the Services, at the rates and credit terms agreed and in accordance with Clause 3.
- 5.2 The Customer will ensure that the Employee has unimpeded access to the building/Home, free from any hazards or violations and all necessary consents have been obtained from the building management/security/landlord. Should the Employee be unable to gain access to the building/Home at the scheduled time, Transguard reserves the right to charge the Customer a penalty of AED 280.
- 5.3 If direct access is not available to the appliance to be serviced and the Employee needs to create access (i.e. by moving tiles or floorboards), the Customer agrees to grant such access. Save where caused as a result of the Employee's negligence, Transguard will not be liable for any damage caused as a result of creating access.
- 5.4 The Customer shall provide Transguard and its Employees with access to all amenities required to carry out the Services including but not limited to free water and electricity.
- 5.5 The Customer or the owner of the Home should endeavour to be present while the Services are being carried out.
- 5.6 In the event that Transguard will have to carry out Additional Services in order to complete the Services, Transguard will notify the Customer as soon as practicable for authorization and the Additional Services will be charged to the Customer as Additional Charges.

5.7 The cardholder who has purchased the Services must retain a copy of the transaction and a copy of Transguard's terms and conditions.

5.8 The Customer acknowledges that they are responsible for maintaining the confidentiality of their online account.

6. WARRANTIES AND REPRESENTATIONS:

Transguard represents, warrants and covenants that:

6.1 It will have and maintain throughout the Term all qualifications and licenses required to perform the Services;

6.2 the execution, delivery or performance of this Agreement does not violate any law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject or any of the provisions of its memorandum and articles of association; Nations, regional or national trade or financial.

6.3 Each Party represents, warrants and covenants that it will comply with all Applicable Laws in connection with this Agreement.

6.4 It will not trade with or provide any services to OFAC and sanctioned countries

7. INDEMNIFICATION:

7.1 The Customer shall be responsible for the Employees safety and security and for all and any damage, loss, injury and/or liability incurred suffered or sustained by an Employee arising from or in connection with any of the Customer's acts or omissions whilst the Services are being completed at the Home.

7.2 The Customer hereby undertakes to indemnify Transguard and to keep Transguard indemnified fully at all times against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional adviser's fee) which are made or brought against or incurred by Transguard arising as a result (direct or indirect) of any liabilities of whatever nature accruing to Transguard as a result of the association with the Customer or as a result of the Services provided to the Customer.

8. INSURANCE:

Transguard shall procure and maintain, at its expense, all necessary insurances required by law.

9. SUSPENSION OF SERVICES:

Transguard reserves the right to suspend any or all of the Services without notice if the Customer is in breach of any terms of the Agreement.

10. TERMINATION:

10.1 Transguard may terminate this Agreement immediately in the event that the Customer fails to pay any sum that has become due and payable to Transguard whether or not the same has been formally demanded by Transguard or where the continuation of Services would be unsafe.

10.2 Either Party may terminate the Agreement upon the provision of sixty (60) days' written notice to the other.

10.3 In the event of termination of the Agreement, any refund or part refund for Services not yet provided or not properly performed shall be at Transguard's discretion.

10.4 If Transguard agrees to refund some or all of the Services, the refund will be made onto the original mode of payment.

10.5 The termination of this Agreement shall be without prejudice to any rights that have accrued to either Party prior to the date of termination.

11 Cancellation of Services

If the Customer cancels an appointment for any Services within 24 hours of the scheduled time, the Customer will be liable to pay a minimum one hour charge of AED 140.

12 Property Systems

12.1 In the event that the property systems, air conditioning, electrical and plumbing systems are not in good working order to allow Transguard to effectively carry out the Services, Transguard will provide a price to carry out the corrective maintenance which will be charged as an Additional Charge.

12.2 For the avoidance of doubt, Transguard cannot be held responsible for any loss or damage arising from any deficient property systems.

13 Packages:

13.1 Silver Packages

- 13.1.1 Any spare parts, consumables or materials required to carry out the Services will be charged at cost plus 10%.
- 13.1.2 Any additional manpower required to carry out the Services shall be charged at AED 140 per hour.
- 13.1.3 Customers are entitled to a maximum of thirty (30) call outs throughout a year.
- 13.1.4 Customers are entitled to an initial free check of their Home once a package has been purchased.

13.1.5 This package only applies to apartments under 5,000 square feet and villas under 8,000 square feet. Anything bigger shall be priced on request.

13.2 Gold Packages

- 13.2.1 Any spare parts, consumables or materials required to carry out the Services will be charged at cost plus 10%.
- 13.2.2 Customers are entitled to a maximum of thirty (30) call outs a year which is inclusive of Bi –annual air conditioning cleaning and one electrical and plumbing call out. Quarterly Planned Preventative Maintenance shall also be included.
- 13.2.3 The Customer shall be entitled to one additional hour of manpower at no cost. Any additional manpower required to carry out the Services shall be charged at AED 140 per hour.
- 13.2.4 Customers are entitled to an initial free check of their Home once a package has been purchased.
- 13.2.5 This package only applies to apartments under 5,000 square feet and villas under 8,000 square feet. Anything bigger shall be priced on request.

13.3 Platinum Packages:

- 13.3.1 Any spare parts, consumables or materials required to carry out the Services shall be included in the Service Fee up to a cost of AED500 will be included in the package. Any additional items required will be

charged at cost plus 10% and charged to the Customer separately.

- 13.3.2 Customers are entitled to a maximum of thirty (30) call outs a year which is inclusive of Bi –annual air conditioning cleaning and one electrical and plumbing call out. Planned Preventative Maintenance shall also be included.
- 13.3.3 The Customer shall be entitled to additional manpower to carry out the Services at no cost.
- 13.3.4 Customers are entitled to an initial free check of their Home once a package has been purchased.
- 13.3.5 This package only applies to apartments under 5,000 square feet and villas under 8,000 square feet. Anything bigger shall be priced on request.

14. GOVERNING LAW:

This Agreement, and any non-contractual obligations connected with it, shall be governed by, and construed in accordance with, the laws of Dubai and the Federal laws of the United Arab Emirates, as applicable in Dubai.

15. DISPUTE RESOLUTION:

- 15.1 The Parties shall use their reasonable endeavours to and resolve any dispute arising out of or in connection with any provision of this Agreement (“**Dispute**”) within ninety (90) days after the date on which the Dispute arose, failing which the matter shall be escalated to the a member of Senior Management of Transguard.
- 15.2 Any Dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by the Dubai Court.

16. GENERAL

- 16.1 **Relationship.** Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.
- 16.2 **Variations.** No purported alteration or variation to this Agreement shall be effective unless it is in writing and refers specifically to this Agreement and is executed by both Parties to this Agreement.
- 16.3 **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties and supersedes all previous negotiations, understandings or previous

agreements between them with respect to its subject matter.

- 16.4 **Waiver.** The failure of a Party to enforce, or any forbearance extended to the other Party of, any provision of this Agreement shall not be treated as a waiver of that provision, nor shall it affect the right of the Party subsequently to enforce that provision.
- 16.5 **Subcontractors.** Transguard reserve the right to sub-contract any part or all of the services provided for under this Agreement to any third party at its sole discretion.
- 16.6 **Change in Pricing.** Any prices given are subject to change without notification and the Customer agrees to such revised pricing.
- 16.7 **PERMISSION.** You hereby grant Transguard Living permission and limited license to use and reproduce your testimonial(s) ("Testimonial") in whole or in part on its associated World Wide Web site, www.transguardliving.com or third party hosted websites ("Site(s)"), social media sites administered by Transguard Living ("Facebook, LinkedIn, Instagram, Twitter, Blogs") or in other official Transguard Living printed publications without further consideration. You agree and grant permission to Transguard Living to retouch, edit, or summarize Testimonial for display, or otherwise create derivative works from Testimonial for display. Transguard Living shall use such Testimonial only for its Share Your Story communication purposes. You represent that your Testimonial is your original work. Your Testimonial may be used by Transguard Living to provide basic content for a national based advertisement campaign. Testimonials may be rejected or approved for posting on the Sites. Further, Testimonials may be removed from Sites at any time and for any reason at Transguard Living's sole discretion. You acknowledge that Transguard Living may elect not to use Individual's Testimonial at this time, but may do so at its own discretion at a later date. You grant Transguard Living the option to contact you for Transguard Living advertisement campaigns. You also agree to provide Transguard Living with your full name, address and phone number for Transguard Living internal uses only. Only your first name and geographic location (city, state) shall be posted with your testimonials on the Sites.
- 16.8 **The Parties agree to be bound by the terms of this Agreement.**

