

# SERVICE AGREEMENT

is made on this date of 5.06.2026  
(hereinafter the “Effective Date”)

TIDYHILL BUILDING CLEANING SERVICES CO. L.L.C, a company registered in the Department of Economy and Tourism under License No. 10883561, Dubai, United Arab Emirates (hereinafter the “Company”); and \_\_\_\_\_, national of \_\_\_\_\_, holder of Passport No. \_\_\_\_\_ (hereinafter the “Client”)

(hereinafter individually the “Party” and collectively the “Parties”)

## PREAMBLE

**WHEREAS**, the Company is engaged in the business of providing to the Client certain services (hereinafter the “**Services**”) set forth in Schedule 1 to this Service Agreement (hereinafter the “**Agreement**”) through the secondment of its employee (hereinafter the “**Housekeeper**”) to perform the Services for the Client;

**WHEREAS**, the Client wishes to engage the Company to provide a Housekeeper and avail the Services, and the Company agrees that it has a qualified and experienced Housekeeper to render the Services set forth in this Agreement;

**WHEREAS**, the Company and the Client desire to enter into this Agreement in order to establish terms, conditions, and mutual covenants of their relationship;

**WHEREAS**, the Parties mutually represent that they have the power, authority and intent to enter into this Agreement and in consideration of the premises and mutual covenants hereinafter set;

**NOW, THEREFORE**, in consideration of the terms and conditions set forth in this Agreement, the Company and the Client agree as follows:

### 1. INTERPRETATIONS

1.1. In interpreting and construing this Agreement the following shall apply:

1.2.

- a. The Preamble of this Agreement constitutes an integral part of the Agreement, and this Agreement shall constitute the final and binding agreement between the Parties on the subject matter hereof;
- b. All headings in this Agreement are inserted for convenience only and shall not affect its construction;
- c. Unless the context otherwise requires:
  - i. words denoting the singular shall include the plural and vice versa;

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- ii. references to any gender shall include the other gender, and references to persons shall include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality.
- d. References to recitals, sections, sub-sections and paragraphs are to recitals, sections, sub-sections and paragraphs of this Agreement unless otherwise specified, and references within an annex to recitals, sections, sub - sections and paragraphs, are to recitals, sections, sub- sections and paragraphs of that annex unless otherwise specified;
- e. If there is any conflict or inconsistency between a provision in the body of this Agreement and a provision in any of the annexes or any other document referred to or otherwise incorporated into this Agreement, the provision in the body of this Agreement shall take precedence, unless the relevant annex or other document which is referred to or otherwise incorporated into this Agreement expressly provides that the provision in it is to take precedence over the provision in the body of this Agreement.

**2. SCOPE OF SERVICES**

2.1. The Company undertakes to provide the Housekeeper to perform the Services in accordance with this Agreement and Schedule 1 to the Agreement.

2.2. Details of the assigned Housekeeper:

Name: \_\_\_\_\_

Passport: \_\_\_\_\_

Mobile: \_\_\_\_\_

2.3. The Client understands that the Housekeeper shall not be deemed to be an employee of the Client and shall always remain the employee of the Company.

2.4. Under this Agreement the Company acts as an independent party and its Services shall not give rise to any relationship governed by the provisions of any employment, joint venture or agent relationship.

2.5. Neither Party has any authority or power to incur obligations or make commitments of any kind for or on behalf of the other Party, without prior written consent by such other Party.

**3. SERVICE FEE**

3.1. In consideration of the Services provided by the Company under this Agreement, the Client shall pay a service fee (hereinafter the "Service Fee") in the amount of AED \_\_\_\_\_ per month during the Term, as hereinafter defined, on the 30(31) day of each respective month, but calculated on pro rata basis for the any period that does not constitute a full calendar month.

3.2. The Service Fee shall exclude any additional services that were provided to the Client by the Housekeeper. If the Housekeeper provides any additional services to the Client, then the fee for such additional services shall be paid to the Company.

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3.3. The Client shall pay to the Company the Service Fee by transferring the funds to the bank account of the Company or as otherwise agreed by the Parties. All service charges, transfer fees or other processing expenses, as may be applicable, with respect to the Service Fee, shall be paid by the Client to the Company.

3.4. The Client shall pay invoiced amounts within 2 working days following receipt of an invoice in accordance with the following wire transfer details:

Name: Tidyhill Building Cleaning Services

Account Number: 011135039019

IBAN: AE300570000011135039019

Bank Name: Ajman Bank

SwiftCode: AJMNAEAJ

3.5. The currency of the Service Fee shall be UAE Dirham. The Parties however may mutually agree on another currency, provided such agreement is evidenced in writing.

3.6. The Company shall not be responsible for any tax payments or other deductions that the Client might be required to pay to tax authorities.

3.7. If the Company assigns the Housekeeper to a Client for a trial day (not exceeding 12 hours), the Client agrees to pay AED 200 for such trial day to the Company. The Client may request a shortened trial day; however, the cost for such trial day remains the same.

#### 4. DURATION AND TERMINATION

4.1. This Agreement shall enter in full force from the Effective Date and shall be valid for 12 month(s) in accordance with the terms of this Section (hereinafter the “**Term**”).

4.2. If the payment is not performed as set forth in Section 3.1, then the Company reserves the right to apply a daily delay penalty of 1% of the total due amount.

4.3. The Company may terminate this Agreement by providing written notice to the Client in the event the Client commits a breach of any provision of this Agreement and such breach is not remedied by the Client within five (5) calendar days of receiving written notice of such breach.

4.4. This Agreement may be terminated at any time without prior notice provided both Parties mutually agree on immediate termination and such consent is evidenced in writing.

4.5. The Parties agree that this Agreement may be terminated if the employment relationship of the Housekeeper and the Company will be terminated for any reason, and the Client agrees not to enter into any direct employment relationship with the Housekeeper. The Client agrees not to solicit the Employee for direct employment by the Client. However, in the event the Client solicits the Housekeeper, and the Housekeeper accepts such solicitation, the Client must pay to the Company a compensation in the amount of **AED 28,000** within 3 working days after acceptance by the Housekeeper of such solicitation.

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4.6. In the event the Client desires dismissal (but not replacement) of the Housekeeper, then the Client must terminate the Agreement by giving the Company 10 calendar days written notice in advance of the date of termination. But in the event the Client desires to dismiss the current Housekeeper and replace such Housekeeper with a new Housekeeper, then the Client must notify the Company 10 calendar days in advance of the date on which the Client requires a replacement Housekeeper and such notice should state the reasons for dismissal of the current Housekeeper. In the latter case, if the reasons for dismissal are such that a replacement Housekeeper would resolve the issue(s) giving rise to dismissal of the current Housekeeper, then the Client shall undertake to provide a replacement Housekeeper for the Client within 7 calendar days commencing on the date set forth in the notice, and the Agreement shall remain in full force and effect. In the event the Company does not provide a replacement Housekeeper within 7 calendar days, the Client has a right to terminate the Agreement by serving a written notice to the Company.

4.7. The expiration or earlier termination of this Agreement shall not release either of the Parties of obligations which have already accrued in respect of any acts or omissions prior to expiration or earlier termination or relieve either Party of any obligations which would otherwise survive the expiration or earlier termination of this Agreement.

## **5. OBLIGATIONS OF THE COMPANY**

5.1. The Company must ensure that the Housekeeper has all necessary documents for provision of the Services in accordance with the UAE labor law, including without limitation, valid UAE residence visa, work permit and health insurance. The Client understands that obtaining of the UAE residence visa will take approximately 3 weeks, subject to delays by the respective authorities.

5.2. The Company must pay a monthly salary to the Housekeeper.

5.3. The Company must ensure that the Housekeeper has the necessary skills and qualifications for the provision of the Services to the Client.

5.4. The Company shall not replace the assigned Housekeeper without prior written notice to the Client. In case the assigned Housekeeper is no longer employed by the Company or is not able to perform the Services due to health issues or any other reasons, the Company will provide a new Housekeeper to the Client on the same terms and conditions.

5.5. In the event that the Client does not provide the Housekeeper with living accommodations, the Company undertakes to arrange transportation of the Housekeeper as per the agreed schedule, subject to Section 6.8.

5.6. The Company agrees to provide the Housekeeper with a basic mobile communication tariff (30 flexi minutes). Tariffs including internet may be provided by the Client at its sole discretion.

## **6. OBLIGATIONS OF THE CLIENT**

6.1. The Client is obligated to pay the Service Fee in accordance with this Agreement.

6.2. The Client must treat the assigned Housekeeper in a polite manner that preserves the Housekeeper's dignity and wellbeing.

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6.3. The Client must notify the Company about any violations or errors committed by the Housekeeper to properly perform the Services.

6.4. The Client must notify the Company if the Housekeeper is late or does not appear for work for any day.

6.5. In the event the Client has agreed to provide living accommodations to the Housekeeper, such living accommodations which should be at least  $2 \times 1.5$  m<sup>2</sup>, equipped with a bathroom and must have adequate sanitary and safety conditions. The Client agrees and undertakes to respect privacy of the Housekeeper and ensure the safety of the Housekeeper. The Client is obligated to provide sufficient food and a nutritious meals to ensure the Housekeeper's health and wellbeing which is vital to efficiently perform the Housekeeper's duties. The Housekeeper can be provided with raw materials to cook his/her food separately in case of cultural/religious requirements. It is important for the Client and the Housekeeper to discuss their arrangements beforehand to ensure both their requirements are met. In addition to the above, the Client must provide the Housekeeper with all necessary toiletries.

6.6. The Client must provide the Housekeeper with all required equipment and appliances for the provision of the Services.

6.7. If the Client has special requests, then the Client must bear any costs and expenses for the individual training of the Housekeeper in the skills that the Client needs.

6.8. In the event that the Client has not agreed to provide the Housekeeper with living accommodations, the transportation is provided by the Company from the Housekeeper's place of residence (Dubai Investment Park) to the Client's place of residence and in the evening time, the transportation is provided by the Company from the Client's place of residence to the Housekeeper's place of residence (Dubai Investment Park). If the Client changes the agreed schedule, the Client must pay the costs of the Housekeeper's transportation by taxi incurred due to such change by the Client.

6.9. The Client agrees that any changes to the Housekeeper's schedule must be approved by the Company in writing.

6.10. If the Client requires the Housekeeper to visit the pool or swim in the sea with a child, the Client agrees to provide a closed swimming suit (in the form of a t-shirt with long sleeves and leggings).

6.11. If the Client is away from the Client's place or residence for less than 30 consecutive days and does not take the Housekeeper, the Client pays the full cost of the Service Fee for such period. In the event the Client is away from the Client's place or residence for more than 30 consecutive days and wishes to keep a certain Housekeeper, then the Client agrees to pay half of the Service Fee for each month in advance until the Client returns or terminates the Agreement after serving the Company 30 days written notice.

## 7. DUTIES AND RIGHTS OF THE HOUSEKEEPER

7.1. The Housekeeper shall be provided with continuous rest of at least eight (8) hours per day and at least 1 rest day per week, which is equivalent to 24 hours of uninterrupted rest, if applicable.

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7.2. Should the Housekeeper be required to work after 12:00 am, the Client agrees to pay to the Company an amount for each additional hour, calculated at the overtime rate.

7.3. The Housekeeper shall provide the agreed Services within the reasonable scope of tasks the Housekeeper can carry out on his/her own without undue physical or psychological stress, and which he/she is skilled or experienced to perform.

7.4. The Housekeeper shall not be required to perform any Services other than the Services agreed upon in this Agreement, or to work with other parties, except in cases of necessity, provided that the Services to which the Housekeeper is assigned does not differ materially from the original Services.

7.5. The Housekeeper shall not be required to carry out any dangerous work that threatens his/her health, his/her integrity, or his/her human dignity.

7.6. The Housekeeper is entitled to paid sick leave from the Company as per the UAE labour laws.

## 8. LIABILITY AND INDEMNITIES

8.1. The Company shall not be liable for any loss, damage, injury or death sustained by the Client and/or third party resulting from an act or omission on the part of the Housekeeper during a secondment and providing of the Services, unless the Company knew or should have known in advance of the circumstances that might give rise to loss, damage, injury or death and did not take reasonable steps to prevent any such loss, damage, injury or death.

8.2. Under no circumstances shall the Company incur any liability for loss, damage, injury or death sustained by the Housekeeper during the secondment and providing of the Services.

8.3. The Client agrees to indemnify, defend and hold harmless the Company, and the Company's present and future officers, directors, shareholders, employees (other than the Housekeeper), members, volunteers, contractors, clients, representatives, parents, owners, affiliates, agents, successors, heirs, assigns and other Company related parties from and against any and all claims and proceedings asserted against such indemnitees and losses and liabilities for any special, indirect, incidental or consequential damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) incurred by such indemnitees and related to the provision of the Services by the Housekeeper and including, without limitation:

- a. Any loss of or any damage to any property of the Client or a third party, resulting from any breach by the Housekeeper;
- b. Any financial loss caused by the Housekeeper;
- c. Injury to or death of any person caused by any negligent act or omission or wilful misconduct of any party, including, without limitation the Housekeeper, whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever, unless the Company knew or should have known in advance of the circumstances that might give rise to such loss, damage, injury or death and did not take reasonable steps to prevent any such loss, damage, injury or death.

8.4. Nothing in this Agreement shall relieve the Housekeeper from any liability for loss, damage, injury or death, resulting from the negligent act or omission or wilful misconduct of the Housekeeper during the secondment and providing of the Services.

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## 9. WARRANTIES

- 9.1. The Parties hereby confirm that each of them has the right, power and authority to enter into and perform their obligations under this Agreement and has taken all necessary corporate or other actions (including approvals, waivers, registration, consultation or notification required) to authorize the execution of, and performance of the obligations under this Agreement.
- 9.2. This Agreement constitutes obligations binding on the Parties in accordance with its terms.
- 9.3. No legal proceedings have been started, or threatened, against the Parties, no resolution has been passed or step has been taken in relation to the Parties for winding-up or dissolution of the respective Party, or for the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer over any or all of its assets.
- 9.4. The Parties are not involved in any court, tribunal, arbitration, administrative or execution proceedings and no proceedings of that kind are pending or threatened by or against each respective Party.
- 9.5. Each warranty is true and accurate in all respects and not misleading. Each warranty is a separate and independent statement and (except as expressly provided by this Agreement) is not limited or otherwise affected by any other warranty or by any other provision of this Agreement.
- 9.6. Each Party must immediately disclose to the other Party in writing any fact, matter or circumstance which becomes known to it which is a breach of or is reasonably likely to cause or constitute a breach of a warranty.

## 10. RELIANCE ON REPRESENTATIONS

- 10.1. The Client agrees, by accepting this Agreement, that either he did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement; or if he did rely on any representations, whether written or oral, not expressly set out in this Agreement – that the Client shall have no remedy in respect of such representations, and (in either case) the Company shall have no liability in any circumstances otherwise than in accordance with the expressed terms of this Agreement.

## 11. CONFIDENTIALITY

- 11.1. Each Party shall treat as confidential all and any information received from the other Party of a confidential nature disclosed (whether before or after the date of this Agreement) by or on behalf of one Party to the other Party and all information, including, without limitation, related to the Business of the Company, the Services provided by the Client or any other information (all, collectively, the “**Confidential Information**”).
- 11.2. Each Party shall not use the Confidential Information except as contemplated in this Agreement.
- 11.3. Each Party shall implement reasonable procedures to prohibit the unauthorized disclosure or misuse of the Confidential Information and shall not disclose the Confidential Information to any third party except for the purposes of this Agreement, and subject to the

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third party accepting the confidentiality obligations similar to those set forth herein.

11.4. Each Party shall use at least the same procedures and degree of care that it uses to prevent disclosure of its own Confidential Information of like importance to prevent disclosure of the Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care.

11.5. Notwithstanding the above, neither Party shall have liability to the other party with regard to any Confidential Information which:

1. was publicly available at the time it was disclosed or becomes publicly available through no fault of the Party receiving the Confidential Information (the **“Receiving Party”**);
2. was known to the Receiving Party, without similar confidentiality restriction, at the time of disclosure;
3. is disclosed with the prior written approval of the Party which transfers the Confidential Information to the Receiving Party (the **“Disclosing Party”**);
4. becomes known to the Receiving Party without similar confidentiality restriction from a source other than the Disclosing Party without breach of the Agreement by the Receiving Party.

11.6. In addition, each Party shall be entitled to disclose the Confidential Information to the extent required by any order or requirement of a court, administrative agency, or other governmental body, having jurisdiction as to such matter, provided that the Receiving Party shall give a prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

## 12. **FORCE MAJEURE EVENT**

12.1. Neither Party shall be in breach of any obligation under this Agreement if such Party is unable to perform that obligation in whole or in part by reason of a force majeure event (hereinafter the **“Force Majeure Event”**). Force Majeure Event is defined as, including without limitation, act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war (whether war be declared or not), invasion, revolution, nuclear fuel accident, pandemic, and any other events which are beyond the control of the Parties, including, without limitation, events which are unforeseen or if foreseen are unavoidable and which render impossible the performance of any material obligation or exercise of any material right under this Agreement by either of the Parties.

12.2. A Party facing a Force Majeure Event must notify the other Party of the nature of the Force Majeure Event and shall inform in writing, but in any case, no later than five (5) calendar days, the other Party regarding the estimated duration of the Force Majeure Event. The affected Party shall take all reasonable steps to mitigate the effect of a Force Majeure Event.

12.3. If a Force Majeure Event lasts longer than thirty (30) calendar days, each Party has the right to early termination of this Agreement. In this circumstance, the Parties shall make mutual settlements under this Agreement.

12.4. Failure to notify of the Force Majeure Event deprives the aggrieved Party of the right to exemption from liability for partial or complete non-fulfilment of its obligations under this Agreement. The fact of the onset and termination of Force Majeure Event shall be documented by the competent authority.

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**13. NOTICES**

13.1. All notices in connection with this Agreement shall be given in writing via emails and shall be addressed as follows:

**The Company**

Email: Hello@vicekeeper.com

Attn.: +971 52 437 6700

**The Client**

Email: \_\_\_\_\_

Attn.: \_\_\_\_\_

13.2. Each Party must notify the other Party of a change to any of the above details of this Agreement by serving a notice to that effect not later than ten (10) calendar days from the date such change occurred.

**14. MISCELLANEOUS**

14.1. This Agreement may be amended at any time by mutual agreement of the Parties, subject to any regulatory approvals as may be required by law. In order to be valid and binding, any amendment to this Agreement must be in writing and signed by the Parties.

14.2. The Client shall not assign this Agreement without Company's prior written consent. Any purported assignment by the Client without such consent shall be void. The Company may assign this Agreement to a related entity or organization without the Client's consent.

14.3. In the event any provision of this Agreement is found to be void or illegal, the validity or enforceability of any other provision shall not be affected, unless the void or illegal provision is material to the understanding between the Parties, and in such case, the Parties agree to, in good faith, renegotiate this Agreement.

14.4. This Agreement, including any annexes attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement. Failure to exercise, or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

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14.5. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective successors, heirs and assigns, any rights, remedies, obligations or liabilities by reason of this Agreement.

14.6. The Parties further agree at all times to do all such further acts and execute and deliver such further deeds and documents as shall be reasonably required in order to perform and carry out the provisions of this Agreement.

14.7. Each Party acknowledges having received a copy of this Agreement duly signed by the Parties.

**15. GOVERNING LAW. DISPUTE RESOLUTION**

15.1. This Agreement and all legal aspects of the relationship between the Parties of this Agreement shall be governed by the laws of the United Arab Emirates.

15.2. Any dispute relating to or arising under this Agreement shall initially be addressed by good faith negotiations between the Parties. If such negotiations on resolving a dispute in an amicable manner are not successful and the Parties have not reached the agreement within thirty (30) calendar days after receipt of the notification sent to the allegedly breaching Party, the Parties then irrevocably agree that any claim or matter arising from or in connection with legal relationships established by or in connection with this Agreement shall be settled by a single arbitrator appointed in compliance with the Rules of Arbitration Rules of Dubai International Arbitration Centre (DIAC).

15.3. The seat of the arbitration shall be in Dubai, United Arab Emirates. The arbitral proceedings shall be conducted in the English language. The Parties agree that the decision of the arbitrator shall be final and binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**The Company**

**TIDYHILL BUILDING CLEANING SERVICES CO. L.L.C**

By: **Mrs. Victoria Markova**

By: **Mrs. Ekaterina Latysheva**

Title: Sole Shareholder



**The Client**

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