WAGES PAYMENT SERVICES AGREEMENT

This Agreement is made on this the [ ] day of [20
by and between:

First Party: **Al Khaliji France S.A**
P.O. Box 4207, Baniyas Road, Deira,
Dubai, U.A.E
Represented by]
[Hereinafter referred to as the "**Bank**"]

AND

Second Party: [ ]
[ ]
[Hereinafter referred to as the "**Client**"]

The Bank and the Client shall be hereinafter individually referred to as "**Party**" and collectively as "**Parties**"].

RECITALS

WHEREAS in accordance with Ministerial Decree No. (788) of 2009 on Protection of Wages, all institutions registered with the Ministry of Labour in UAE are required to pay all its employees' salaries through banks and financial institutions approved and authorized by the Central Bank of the UAE to disburse salary through Wages Protection System (WPS), an electronic salary transfer system;

WHEREAS the Bank is approved and authorized by the Central Bank of the UAE to offer wages payment services through WPS;

WHEREAS the Client wishes to obtain the services of the Bank to disburse the salary of the employees of the Client through WPS and the Bank has agreed to provide such Services;

AND WHEREAS the Parties hereto by these presents agree and prescribe the terms and conditions of the Services and the mode of carrying the same into effect, which the Parties hereto do hereby mutually and severally agree and covenant to observe, keep and perform, that is to say:

PART – I: DEFINITIONS AND INTERPRETATION

A In this Agreement, the following words and expressions have the following meanings, unless they are inconsistent with the context.

1.1 "**Bank of the Client**" means the bank or financial institution where the Client maintains an account to pay salaries of the Employees through WPS;

1.2 "**Business Day**" means a day when banks are open for business in UAE;

1.3 "**Employee/s**" means the person/s who is/are in the payroll of the Client and is/are the final recipient of the salary;

1.4 **"Salary Information File" or SIF"** means the WPS compliant file created by the Client which contains the details of salaries of Employees, Employees records as registered with the Ministry of Labour, UAE;

1.5 "**WPS or Wages Protection System**" means the electronic transfer system that allows companies / institutions to pay its employees their salary via banks, bureaux de change, and financial institutions approved and authorized by the Central Bank of UAE.

A. Any reference to the Parties include, where appropriate, their representatives as well;

B. Except where the context otherwise requires, words denoting the singular include the plural and vice versa;

C. Unless otherwise stated, a reference to an Article or Appendix is to an Article or Appendix of this Agreement;

D. Side headings in this Agreement are for ease of reference only and do not affect the construction of any provisions of this Agreement.

O P E R A T I V E P R O V I S I O N S

1. **Integral Parts**

The above Definitions and Interpretations and the Preamble shall at all times be treated and read as integral parts of this Contract.

2. Appointment

The Client hereby appoints the Bank as the agent for the distribution of salary of its Employees through the WPS and the Bank accepts such appointment subject to the terms and conditions of this Agreement.

3. **Obligation of the Client**:

3.1. The Client agrees to execute all necessary documentation and also get all the necessary documentation executed by the Employees, as requested by the Bank from time to time and in the form and substance acceptable to the Bank.

3.2. The Client shall provide the Bank with the Salary Information File ["**SIF**"] in such form as has been/ may be specified by the Central Bank of UAE ["**CBUAE**"] from time to time, by sending it to the e-mail ID: …….

3.3. The SIF should be:
a) Encrypted and sent to the Bank once in each payment cycle to avoid duplication;
b) In English language;
c) Sent from e-mail domain owned by the Client and registered with the Bank;
d) Sent to the Bank at least two [02] days prior to the date in which the Client requests processing of the SIF ["**Processing Date**"].

3.4. The Client shall also send a hard copy of the SIF signed by the authorized signatory of the Client and containing the total number of Employee and aggregate value of payment, to the following address:
[*Designation of the authorized employee of the Bank*]
Al Khaliji France S.A.
P.O. Box:
Address
Branch, U.A.E.

3.5. The Client shall always ensure that sufficient funds to cover the amounts mentioned in the SIF for the payment of the salaries of the Employees are available in the account of the Client with the Bank.

4. **Processing of SIF and Payment of Salary**:

4.1. The Bank shall return the SIF to the Client if the same is not in the specified format.

4.2. In the event the CBUAE does not accept the SIF, the Bank shall not be responsible for such rejection.

5. Liabilities of the Parties

5.1. The Client irrevocably authorizes the bank to accept and act upon instructions given to the Bank through email and hard copy of SIF containing salary details in the prescribed format & debit instruction for the aggregate amount of salaries.

5.2. The Bank will not be held liable or responsible if the salary amount, employee name, account numbers and/ or any of the details stated in salary hard copy are different from the details stated on the SIP file received via email. In case of any dispute, information mentioned on the SIP file received via email will be considered as final.

5.3. The Bank shall not be liable for any discrepancy in payments arising out of erroneous/ duplicate instructions by the Customer.

5.4. The Bank shall not be liable for any damage or loss incurred by the Client from the use or failure to use the Services. The Client is fully liable to indemnify the Bank, its officers, directors, employees, agents for any loss or damage, howsoever caused to the Bank, resulting from the use of the services by the Client.

6. Indemnities

6.1. The Client hereby agrees to indemnify and hold the Bank, its officers, directors, employees, agents free and harmless against all losses, damages, claims or expenses incurred by it as a result of or in relation to its compliance with instructions issued by or purported to be issued by Client or believed in good faith by the Bank to have been issued by the Client.

6.2. In the event the Client uses the Bank's or any third party software, the Client shall indemnify the Bank against any claims arising from the use of such software.

6.3. The Client shall be responsible for all failures of transmission of notices and other communication by or to the Bank.

7. Representations and Warranties

7.1. The Client represents and warrants that:

- 7.1.1. it is validly existing Client under the laws of U.A.E;
- 7.1.2. its execution, delivery and performance of this Agreement are within its powers, have been duly authorized, do not contravene any contract binding on it, do not violate any applicable law or regulation, and do not require any notice, filing or other action to or by any governmental authority;
- 7.1.3. this Agreement is valid and binding upon the Client; and
- 7.1.4. there is no pending or threatened action which may materially or adversely affect its financial condition or business or which purports to affect the validity or enforceability of this Agreement.
- 7.1.5. it shall submit the renewed/amended constitutional documents, if any, including but not limited to changes in authorized signatories and/or changes in employees or any other relevant documents as may be deemed fit by Bank

7.2. Each request made by the Client pursuant to this Agreement will constitute its representation and warranty that the foregoing statements are true and correct as if made on the date of such request.

8. Term And Termination

8.1. This Agreement shall be effective as of the date hereof and will continue in full effect until either party's receipt of written notice of termination from the other in accordance with this Agreement. The Bank reserves the right to terminate or suspend the arrangement of the salary payment services at any time without assigning any reason whatsoever. The Bank may also terminate the arrangement of salary payment services:

- 8.1.1. If the Client ceases to maintain an account with the Bank
- 8.1.2. If the Client fails to comply with any obligations under this agreement
- 8.1.3. If the Client passes a resolution for its winding-up or a court of competent jurisdiction passes an order for the Client's winding-up or dissolution
- 8.1.4. Upon the passing of an order for the appointment of a liquidator or receiver for the client
- 8.1.5. If the Client notified the Bank of any change in its status which is unacceptable to the Bank

8.2. Either party shall have the right to terminate this Agreement by giving the other party one month's prior written notice thereof.

8.3. Termination of this Agreement shall be without prejudice to the obligations of a party prior to termination and the Client shall advise the Employees forthwith upon such termination.

9. Fees and Other Charges

9.1. For the services rendered by the Bank under this Agreement, the Client shall pay to the Bank the service charges as per the Bank's tariff, as may be amended from time to time by the Bank.

9.2. The Client shall also be liable to pay any charges that may be levied by the CBUAE and/or any other relevant authority in relation to the payment of salary through WPS.

9.3. The Client hereby authorizes the Bank to debit any fees, expenses or any other sum owed hereunder from any of the Client's account with the Bank, in each case without any further reference to the Client.

10. Relationship

This Agreement is not intended to create and shall not be construed as creating between the Parties, the relationship of principal/agent, employer/employee, master/servant or any other similar relationship. Neither Party shall have any authority to create or assume in the name or on the behalf of the other Party any obligation, express or implied, nor to act or purport to act as the other Party's agent or legally empowered representative for any purpose whatsoever, unless expressly authorised to do so.

11. Confidentiality

This Agreement shall be kept confidential by both Parties. This Agreement and any information one party, directly or indirectly, acquired from the other party shall in no event be disclosed to any third person by that party without the prior written consent of the other party.

12. Partial Invalidity

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any applicable law or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

13. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall, in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

14. Force Majeure

The Bank shall not be liable for any delay or failure caused by factors outside its reasonable control including without limitation any Act of God, act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, or non-availability, non-functioning or malfunctioning of internet services provider(s), broadcast telecommunications or other network systems or services, except in cases where these events may be remedied.

15. Waiver

Failure or delay on the part of the Bank to exercise any power, right or remedy hereunder shall not operate as a waiver thereof, nor shall any partial exercise by the Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in these Terms and Conditions are cumulative and are not exclusive of any remedies provided by law.

16. Alteration

The Bank reserves the right to revise or alter any of the terms of these Terms and Conditions. The Bank will in the event hereof, where practicable, notify the Client in advance. If the Bank alters any part of these Terms and Conditions, the Client agrees to be bound by these Terms and Conditions in relation to the appropriate alteration.

17. Non-assignment

These Terms and Conditions and the rights and obligations hereunder may not be assigned by either party hereto without the prior written consent of the other. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing contained in these Terms and Conditions is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights and remedies under or by reason of these Terms and Conditions.

18. Entire Agreement

This Agreement together with any Annexures hereto and any amendment or modification to this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, agreements and understandings, both written and oral, with respect to such subject matter.

19. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the UAE and any dispute/s that may arise between the Parties with respect to the rights and obligations created by this Agreement shall first endeavored to be settled by way of negotiations failing which will be subject to the jurisdiction of the courts in the U.A.E.

20. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands and seals on the date, month and year first above written.

……..... …….....

For Al Khaliji France S.A **For …….....**