



SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (hereinafter referred to as the "Agreement") is made and entered on this (**the "Effective Date"**), between Dhaxle Inc., Contact Info: 1122 Washington Ave, Lansdale, PA 19446, USA (hereinafter referred to as the "Company"), and **YOUR BUSINESSNAME**, Street address and phone number: **YOUR ADDRESS, YOUR CITY, YOUR COUNTRY, YOUR PHONE NUMBER**, (herein referred to as the "Client" or "Project Owner").

WHEREAS, the Company, provides a technology platform with project management features and functionalities and facilitates the connection between clients and vetted service providers through the Company's platform and Apps.

NOW THEREOF, in consideration of the mutual covenants and promises made by the Parties hereto, the Parties covenant and agree as follows:

1. TERM.

The initial term of this Agreement shall be for a period _____ [Months] commencing on the Effective Date herein, renewable until the final execution of the approved project.

2. SCOPE.

2.1. The Company shall provide the Client a technology platform where the Client shall operate as a "User". The Company shall facilitate the connection to local, vetted service providers needed to implement and supervise the Client's designated project hereafter.

2.2. The client/project owner shall provide the Company/Service providers with the following:

- i. Complete description of the project with accompanying materials and provide required comments and observations in prescribed time.
- ii. Provide plans, license and permits required by state, federal and local authorities, when necessary.
- iii. Amend and or validate the project planning consistent with a professional Work Breakdown Schedule (WBS).
- iv. Regularly monitor and comment the project activities as detailed in the WBS and validated by the project owner, the company and its subsidiaries.
- v. Provide the budget assigned to project realization as defined through the Bill of Quantities (BOQ) and the budget breakdown/payment schedule
- vi. Keep valid means of payment for subscription fees during the entire term of this Agreement, including eventual periods of extension dully accepted.
- vii. Review on reporting and evidence (pictures) on progress made, incidents and accidents as they unfold during the timeline, project site and software provided.
- viii. Diligently collaborate with service providers, project managers/supervisors designated by the company and its subsidiaries as part of their project monitoring responsibilities, including in-person visits to the project locations and sites.

2.3. The Company shall instruct the Client/Project Owner on the contractors/service providers designated, tools and features used and the planning of the services covered herein.

2.4. The Company shall keep updated the platform/tools provided for the implementation of this the Service Agreement and any management software necessary for the efficient execution for remote project management and monitoring.

2.5. The Company shall respond promptly as needed consistent with the provision of this Agreement, the Terms and Conditions of the platform.

2.6. The Company shall protect the Client investment, whenever necessary, with appropriate tools, surety, and means.

2.7. The Company shall provide periodic reports on the performance review of the assigned service provider as well as the site supervision through the appropriate features of the platform.

Project Location:

Dates/times: To:

Number of service providers (service categories) needed for the project:

The Client shall provide the Company the specifications for each project, the Company allows for up to _____ free revisions/amendments/corrections per project.

3. PAYMENT/FEES.

3.1. The Client shall pay _____ monthly subscription fees for the platform, paid from the date of the project approval until final completion of the project.

3.2. The Client shall pay _____ Dollars for the services covered under this Agreement and payments shall be made as follows:

i. 30% * 1 at the Effective Date herein.

ii. 15% * 4 subsequent terms (monthly, quarterly, semesterly) as chosen by the Client.

iii. 10% * 1 at the completion of the project.

3.3. The Company shall offer the Service Provider full or partial sponsorships for training that is relevant to the core of this Agreement. This shall be organized at the Company's discretion.

4. RELATIONSHIP BETWEEN THE PARTIES

The Company and the Company's service providers shall be retained as an independent contractor. The Company shall be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. The Client shall not withhold or pay any income tax, social security tax, or any other payroll taxes on the Company's behalf during the term of this Agreement.

5. NON-CIRCUMVENTION.

The Client understands and agrees that all communications with the Company provided service providers must be made through the Company's platform. The Client shall not have any direct or indirect communication, outside the Company's platform, with the service provider/ the Company's partners involved in the delivery of services without prior written notice

with the Company. Communication under this clause includes any contact between the Client and the service providers with the aim of doing business without the Company's knowledge and consent.

6. FORCE MAJEURE.

The failure on the part of the Company and/or the service providers presented for the Client's project to perform their obligation under this Agreement will not be considered as default if such failure is the result of natural calamities, acts of God, Covid-19, extreme adverse disasters and circumstances beyond the control of the parties.

7. TERMINATION/CANCELLATION.

7.1. Parties shall, in the unfortunate event of disputes and before termination and/or cancellation of this Agreement, negotiate alternative remedies including but not limited to applying fines for nonpayment and renegotiating the Agreement terms.

7.2. Parties agree that either party can terminate/cancel this Agreement at any given time, provided that the intending party provides the other party a _____ Day Written Notice on the termination/cancellation. The Client shall ensure to pay the Company for service provided before the termination/cancellation is made effective.

7.3. The Company may cancel/terminate this Agreement at any time without notice if the Client violates any of the terms stated, including but not limited to;

i. Failing to make payments on time, the Client shall provide alternative methods/timelines to settle undue payment. Failure to provide alternative methods, the Company shall sue for the undue payments and any other damages as would be awarded by the Court. The Client shall also be liable to pay for all and any attorney fees incurred by the Company during the litigation process.

ii. Fraud, misrepresentation, and/or mistake-the Company shall terminate/cancel this Agreement if there is evidence of fraud, misrepresentation and/or mistake during the formation of the contract.

iii. Violation of the Terms and Conditions of the platform.

8. MODIFICATIONS:

This Agreement contains the entire Agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

9. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.

9.1. The Parties agree to use arbitration for dispute resolution in the unfortunate event of issues arising from the performance of this Agreement. Primarily this Agreement shall be governed by and construed in accordance with the laws of Delaware, USA. Exclusive jurisdiction and venue shall be in Delaware, USA. However, this Agreement shall be governed by state laws in countries where Dhaxle has subsidiaries.

9.2. This Agreement shall be binding upon and inure to the benefit of the Company and the Client and their respective successors and assigns, provided that the Client may not assign any of their obligations under this Agreement without the Company's prior written consent.

9.3. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act,

in the negotiation, execution, delivery, performance, and any termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

COMPANY: Dhaxle

Represented by: **President, Dhaxle Inc.**

Name: **Roger Yomba Ngue**

Date: **April 7, 2021**

Company Signature

Project Owner / Client:

Name : **YOUR FIRSTNAME AND LASTNAME**

Date: **DATE OF SIGNATURE**

Project Owner / Client Signature