

RETAINER AGREEMENT

RETAINER AGREEMENT

The following Retainer Agreement apply to all products and services provided by Mr. Yahya Hautamäki and associated landmarks (Al Haqq Society, Al Haqq Agency, Al Haqq Network) and their authorised representatives hereinafter named as "the Agency". Agreement is between the Agency and business or individual identified hereinafter as "the Client".

All work and related services are carried out by the Agency on the understanding that the Client has agreed to Terms and Conditions of Service, Terms and Conditions for Digital Service and is in accord with the Agency's Acceptable Use Policy. These papers are available through Agency websites and/or by the Client request.

1. THIS AGREEMENT

This agreement defines the nature of services, working hours/days, retainer fees and payment methods in working relationship between the Agency and the Client.

2. EFFECTIVE DATE

As of the effective date of this agreement, the Agency will be available and will provide services to the Client.

This agreement becomes effective from the date of _____.

3. DESCRIPTION OF SERVICES

From effective date the Agency agrees to devote up to eighty (80) hours/ten (10) days per month on assignments to be determined by the Client.

4. PERFORMANCE OF SERVICES

Work will normally be performed at the Agency locations but occasionally may take place elsewhere, as required. Work priority and scheduling will be at the discretion of the Client. Work will normally occur between the hours of 8:00 to 18:00 from Saturday to Thursday. The Agency reports completed tasks regularly and proceedings with work on a weekly basis with an itemised hourly record describing the current status and time used for each of the project objectives.

5. RELATIONSHIP OF PARTIES

It is understood by the parties that the Agency is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Agency.

By: (Name)

By: (Name)

6. PAYMENT

Amount in numbers.

Payment for these services will be to the Agency at the rate of _____

Amount in writing.

Currency in writing.

Hours in numbers.

Hours in writing.

in _____ for _____

Days in numbers.

Days in writing.

hours/ _____ days per month.

Client understands that this is a discounted rate offered to retainer clients for services that the Agency would

Amount in numbers.

Amount in writing.

normally bill at _____

Currency in writing.

_____ in _____ as

the general non-retainer rate.

Payment will be made for the following month no later than the 30th day of each month that this agreement is in force with exception to the following:

On the effective date of this agreement, the Client will pay an initial retainer fee of

Amount in numbers.

Amount in writing.

Currency in writing.

in _____.

Upon receipt of this initial retainer fee, the Agency will begin providing services. On the last business day of each month thereafter, the Client agrees to provide an additional retainer fee in the same amount for the same number of hours/days of service for the following month. Again, work by the Agency will continue upon receipt of this retainer fee. No invoice will be submitted.

By: (Name)

By: (Name)

This arrangement (retainer fee paid on the last business day of each month to cover the following month's work) will continue for as long as all three of the following apply:

1. The Client wishes to continue receiving services.
2. The nature and scope of services remains the same.
3. The Agency's rates remain unchanged.

7. WHEN TIME OF SERVICE EXCEEDS OR FALLS SHORT

If the services that the Client requests in a given month exceed the number of hours/days specified in this agreement, the Agency will provide all of the services that the Client requested, and the Client agrees to pay for the excess time at the general non-retainer rate of twenty-three (23) Rial Omani per hour. The Agency will invoice all excess time separately at the end of the month in which those hours were used. Hours/days not used within a given month do not carry forward to the following month, unless the Client requests and the Agency approves a specific arrangement for carryover of time in a given month before the additional services are rendered.

If the Client observes that the number of hours used is regularly exceeding or falling short of the number of hours specified in this agreement, the Client may wish to negotiate a new retainer agreement with a greater or lesser number of hours, and the Agency will be glad to accommodate such a request. The Client understands that increasing the number of hours/days in the retainer agreement may lower the rates and that decreasing the number of hours/days may raise the rate.

8. EXCLUSIVE EXPENCES

Any expenses exclusive of normal overhead are not included in this agreement and will be invoiced separately. Examples of such expenses are: image, video and audio rights, printing, shipping and handling or courier service. Expenses are itemised on each invoice. If consultant or supervisory services are required in out-of-town locations, the Agency invoices lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates. All invoices will be net thirty (30) days.

9. TERMINATION OF AGREEMENT

The term of this agreement will continue for work in progress until terminated by either the Client or the Agency upon thirty (30) days written notice. If the Client terminates this agreement, such notice will include instructions to the Agency as to whether any work provided to the Agency but not yet completed should be completed or returned to the Client prior to completion. After all work for the Client has been completed, the Agency will do a final accounting. If the hours/days of service used in the month of termination are equal to or less than the hours/days specified in this agreement, no refund will be due to Client. If there were excess hours and/or expenses in the final termination month, the Agency invoices for the excess time at the general non-retainer rate of twenty-three (23) Rial Omani per hour.

If the Agency terminates this agreement, the Agency will return all uncompleted work to the Client, and will refund the Client any unused hours in the final month, less any expenses.

The confidentiality provisions in accordance with Terms and Conditions of Service, Terms and Conditions for Digital Service and Acceptable Use Policy shall remain in full force and effect after the termination of this agreement.

By: (Name)

By: (Name)

10. INDEMNIFICATION

The Client agrees to indemnify and hold the Agency harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Client that result from the acts or omissions of the Agency with regard to services commenced.

11. AMENDMENT

This agreement may be modified or amended if the amendment is in writing and is signed by both parties.

12. SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

14. ENTIRE AGREEMENT

This agreement with Terms and Conditions of Service, Terms and Conditions for Digital Service and Acceptable Use Policy contain the entire agreement of both the parties, and there are no other promises or conditions in any other agreement, either oral or written. Should services be added, both parties agree to sign a new agreement to cover all services provided as well as to provide for additional payment for increased hours of service.

By signing below, each party affirms that he/she has read and understands this agreement.

In witness whereof,
the parties hereto have caused this Retainer Agreement
to be executed as of the Effective Date.

By: (Name)

By: (Name)

(Date)

(Date)

(Address)

(Address)
