



Digital Marketing Services Agreement

Between

High Systems Electromechanics LLC(HSE)

and

Tour Dubai Tourism LLC

6th September 2021

1. PARTIES

This agreement (the “Agreement”) is made and entered into as of the agreed start date (the “Effective Date”) by and between:

High Systems Electromechanics LLC(HSE) (the “Agency”), and Tour Dubai Tourism LLC (the “Client”), to perform the services (the "Services") set forth in Exhibit I
Tour Dubai Tourism LLC and HSE are also referred to respectively as a “Party” and the “Parties” hereafter.

2. ENGAGEMENT OF CONSULTANT

HSE is a automation and marketing communications consultancy, with wide experience in the region. Tour Dubai Tourism LLC is appointing HSE to provide the Services agreed upon in Exhibit 1.

3. INDEPENDENT CONSULTANT

3.1 The sole relationship between The Client and The Agency shall be that of independent contractors and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship.



3.2 The Agency shall not be deemed to be, nor shall the Agency be treated by the Client as an employee of The Client.



3.3 The Agency will not be entitled to any of the benefits that The Client may make available to its employees, such as group insurance or retirement benefits. The Agency will be solely responsible for any tax returns and payments required to be filed with or made to any local tax authority with respect to The Agency's performance of the Services and receipt of fees under this Agreement.

3.5 THE AGENCY'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO THE AGENCY UNDER THIS AGREEMENT. THE AGENCY WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND UNDER THIS AGREEMENT.

4. TERM OF THE AGREEMENT

The initial term (the "Term") for providing the Services shall be twenty-four (24) months, starting on the Effective Date. Any extension thereof shall be in writing and by the mutual agreement of the Parties and shall be agreed not less than one (2) month prior to the expiration of the Term.

5. FEES

5.1 The Agency shall charge to the Client the fee (the "Fee") set forth in Exhibit 1, for performing the Services.

5.2 An additional fee in respect of any additional project or services commissioned by the Client ("Project") and provided by The Agency outside of those listed in Exhibit I.

6. DISBURSEMENTS AND EXPENSES

6.1 The Client agrees to reimburse the Agency for reasonable expenses incurred by the Agency directly in furtherance of the Agency's performance of the Services (the "Expenses"), provided that all Expenses must be approved by the Client in advance in writing and supported by appropriate receipts and other documentation.



6.2 When the Agency is required to make a payment exceeding the amount of AED 1,000 on behalf of the Client, upon the Client's written approval, The Agency may request an advance of funds from the Client and the Client shall immediately remit such funds to the Agency.

7. PAYMENT TERMS

7.1 Payment needs to be made at the start of the project, upon issuance of the invoice.

7.2 Any Project shall be outlined to the Client in advance in writing and shall contain details of the estimated Project Fee. The Parties shall in each instance mutually agree on the payment terms for such Project Fee.

7.3 Payment of all sums by the Client pursuant to the terms of this agreement is the subject of a private contract between the Client and the Agency. The Agency will not accept any contingency arrangements whatsoever whereby payment of such fees is dependent on the Client obtaining funds from any third party.

8. APPROVAL AND AUTHORITY

8.1 The Agency shall perform the Services to the Client's satisfaction. The Agency agrees to provide the Services timely and strictly in conformance with the requirements specified in the Sow, Exhibit I. The Client shall cooperate at all times in order to respond promptly to any request from the Agency for approval or information. If the Services provided do not conform to the specifications: (i) The Client shall notify the Agency; (ii) If the Agency agrees that the Services do not comply with the specifications, the Agency shall without further compensation bring such Services into conformity with the specifications.

8.2 After obtaining general approval of program or project plans the Agency will submit to the Client for specific approval:

- i) Draft posts, articles, photographs and captions;
- ii) Copy, layouts, artwork and/or scripts; and
- iii) Estimates of the cost of any items or fees not included in the Fees agreed within this contract.



8.3 Written approval by the Client of the items listed in Clause 8.2 will be taken by the Agency as authorization to proceed to publication and such approval will be taken as authorization to enter into contracts with suppliers on the basis of the estimates approved by the Client in writing.

8.4 Any amendment or cancellation relating to the Services will be implemented by the Agency only on the understanding that the Client will be responsible for any costs or expenses incurred prior to, or as a result of the cancellation or amendment, and which cannot be recovered by the Agency, unless such cost or expenses incurred are a result of any negligent, reckless or wrongful act of the Agency.

9. CONFIDENTIALITY

9.1 The term “Proprietary Information” means any information disclosed by the Client to the Agency or otherwise obtained from the Client, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation:

- (i) Trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs, methods, techniques, forms, templates, outlines, and procedures (all of the foregoing hereinafter collectively referred to as “Inventions”); and
- (ii) Information regarding the Client’s plans, research, development, proposals, products, marketing, selling, customers, employees, vendors, business plans, budgets, finances, licenses, transactions, prices and costs.

9.2 No Party shall, during or subsequent to the term of this Agreement, use the Proprietary Information of the other Party for any purpose whatsoever other than the performance of its rights and obligations under this Agreement, or disclose or permit the disclosure of the Proprietary Information to any third party other than in connection with the performance of its rights and obligations under this Agreement. The Parties agree that Proprietary Information will remain the sole property of the Party to whom it belongs to. The Parties shall each take reasonable precautions to prevent any unauthorized use or disclosure of the Proprietary Information.

9.3 Proprietary Information does not include information which (i) is known by the Agency at the time of receipt from the Client, as evidenced by the written records of the Agency, (ii) has



become publicly known and made generally available through no wrongful act of the Agency, or (iii) has been rightfully received by the Agency from a third party who is authorized to make such disclosure.

9.4 The obligations of confidentiality contained in this Agreement shall survive the termination of this Agreement and continue in force for a period of five (5) years thereafter.

9.5 The agency may state in press releases and other marketing materials that the Client is a client of the Agency, with prior consent of the Client. Marketing materials that include the Client, will require prior approval of content limited to representation of the Client, such approval not to be unreasonably withheld and to be provided within 3 business days.

10. LEGAL LIABILITY

10.1 Representations and Warranties.

The Agency represents and warrants to the Client that the Services: (i) shall be performed and delivered on-time and in a professional and workmanlike manner, (ii) shall conform to the applicable specifications, and (iii) shall not infringe any third party patent, copyright, trademark, trade secret, or other intellectual property right.

The Client represents and warrants to the Agency that:

10.2 The Client shall indemnify and keep indemnified The Agency from and against any and all proceedings, claims, damages, losses, expenses or liabilities ("Liabilities") which the Agency may incur or sustain as a direct or indirect result of or in connection with any information, representation, reports, data or material (such material to include press releases, articles, copy, scripts, artwork and detailed plans or programmes) supplied to the Agency by or approved by the Client directly in connection with the Client's products or services.

10.3 The Client shall indemnify and hold the Agency harmless from and against all damages, liabilities, losses and all other expenses incurred by the Client in connection with any claim or other proceeding arising from: (i) the Client's breach of any of the provisions of this Agreement or (ii) any negligent, reckless or wrongful act of the Client. The Client agrees to indemnify and



hold harmless the Agency, its officers, employees and agents against all claims, suits and losses, including reasonable attorneys' fees, that are due to personal injury (including death) or property damage or alleged by a claimant to have been caused, in connection with the performance of services under the Agreement, by: (i) improper or defective work performed by the Client; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Client; and/or (iii) negligent or wrongful acts or omissions of the Client.

10.4 The Client agrees to indemnify and hold harmless the Agency, its officers, employees and agents against all claims, suits and losses, including reasonable attorneys' fees that arise from patent, trademark and/or copyright infringement by the Client.

10.5 The obligations set out in clause 10.2 to 10.4 (inclusive) shall survive the expiration or termination of this Agreement.

10.6 The Client agrees that in the event of a dispute under this Agreement, including but not limited to an alleged breach by the Agency of any warranty or indemnity, if the Client is to bring a legal action or complaint against the Agency, it must be within three (3) months of the alleged breach occurring or within three (3) months from the date of termination of this Agreement (whichever may occur first).

10.7 Property of The Client

Any tangible property of the Client ("Property"), made available by the Client to the Agency for the purposes of demonstration or publicity or for any other purpose arising from or in connection with this Agreement shall be and at all times remain at the sole and entire risk of the Client, notwithstanding when in the custody or care of the Agency. To the extent that such Property is damaged or destroyed, whether in the Agency's custody or care or otherwise, the Agency shall not be liable to compensate the Client for damaged or lost Property, unless the Property was damaged or lost, due to negligent or willful misconduct of the Agency. Any liability for such lost or destroyed Property shall be limited to the physical value of such Property.

10.8 General Liability



The Agency does not warrant or guarantee the success of any public relations program or Project and the Client shall be responsible to verify with regard to the public relations program or Project the accuracy and veracity of statements contained therein. The Agency reserves its right to wholly rely on the information supplied by the Client and upon the Client's written approval of the completed public relations product or Project, and the Agency is not obliged to make further enquiry into the accuracy of such information.

11. TERMINATION PROVISIONS

- 11.1 The Client shall have the right at any time, with or without cause, to terminate this Agreement and further performance of the Services at any time and at any stage of performance of the Services without liability therefore except for payment of the Core Fee, any Project Fee, any other fees payable hereunder and Expenses relating to Services performed up to the date of actual termination and including the notice period. The Client may terminate this Agreement by providing thirty (90) days prior notice in writing to the Agency specifying the date of termination. The Agency shall discontinue performance of the Services on the date specified in such notice.
- 11.2 The Agency shall have the right to terminate this Agreement, with or without cause, upon thirty (90) days written notice. The Agency shall discontinue performance of the Services on the date specified in such notice.
- 11.3 Upon the effective date of termination: (i) The Agency shall cease performing further Services; (ii) The Agency shall submit a final invoice to the Client and (iii) The Agency shall return to the Client (or, at the Client's option, certify the destruction of) all The Client property and Proprietary Information received from the Client in the Agency's possession, including all copies thereof. Upon The Client's request, the Agency shall provide the Client with a signed statement certifying that all of the Client's Proprietary Information has been returned.
- 11.4 The Parties' rights and obligations under Clauses 3, 5-11, 13 and 16 shall survive termination of this Agreement.

12. PERSONNEL



12.1 The Agency cannot guarantee the same composition of the Client account team through the term of this agreement or duration of any Project. Notwithstanding the foregoing, the Agency agrees to a consistent level of performance of the Services.

13. FORCE MAJEURE

The Agency shall not be liable or deemed to be in default for failure to perform its obligations under this Agreement if such failure results from circumstances beyond The Agency's reasonable control or which it could not reasonably have been expected to foresee or anticipate.

14. GOVERNING LAW AND ARBITRATION

Our contract and our standard terms and conditions of business are governed by, and should be construed in accordance with the laws of the Dubai International Financial Centre ("the DIFC"). Each party agrees that the Courts of DIFC will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

15. ASSIGNMENT

The Client shall not transfer, assign or subcontract any of its rights or delegate any of its obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the Agency's prior written consent. Any purported transfer, assignment or delegation by the Client without prior written consent shall be of no force or effect.

16. COMPLETE AGREEMENT

This Agreement, including Exhibit I, constitutes the complete and sole agreement between the Parties relating to the provision of the Services or implementation of any Project and supersedes any and all prior agreements or understandings between the Parties. The terms of this Agreement may only be changed by written agreement signed by both Parties.



High Systems Electromechanics LLC

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

The Parties by their duly authorized representatives have caused this Agreement to be executed as of the date first written above.

The Client

Tour Dubai Tourism LLC

By: _____

Marketing Manager

High Systems Electromechanics LLC

By: _____

Samir Bayerli
CEO



High Systems Electromechanics LLC

Exhibit I

Under the terms of this Agreement, the Agency will provide communications support as per the details provided in the original proposal and summarized below in the scope of work

Objectives	
Search Engine Optimization	<ul style="list-style-type: none">● Rank for the most relevant keywords that relate to the services offered.● Target specific individuals with blog and video content.● Increase organic traffic by 6 times (comparison)● Improve the backlink profile by 20 times (comparison)● Strengthen the Domain Authority (comparison)● Maximize page speeds to acceptable levels● Build a diversity of landing pages for services offered● Capture featured Snippets● Decrease the bounce rates by boosting visitor time● Convert more organic traffic● Optimize internal linking● Attain reviews from clients

Set-up	
Kick Off Meeting	Team meeting for brand immersion and to ensure all aligned on scope of work.
Strategy & Planning	Develop Strategies and Planning for the Search Engine Optimization



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	marketing activities to be performed.
Platform setup/update	Set up and/or update all page branding, about us content and ensure set up in the most optimal way for success for all the platforms to be used.
Search Advertising	Agree on strategy and budgets for organic and paid search advertising.
Search Engine Optimization	Agree on strategy to perform search engine optimization
Email Marketing	Agree strategy and budgets for paid and non-paid email marketing

Account Management	
Monthly Meetings	Monthly meeting to recap on the month's activity and to plan for the month(s) ahead.
Monthly Reports	Monthly report detailing performance of digital media channels, learnings, recommendations and tracking against agreed targets.



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On-going Deliverables	
Strategy and Planning	Strategy/planning and consultation/guidance as required.
Digital Media Management	<ul style="list-style-type: none">● Kick-off report analysis● Website quality audit● Competitive landscape audit● In-depth keyword ranking analysis● On-page corrections● Link building strategy● Google Analytics Benchmarking● Google Search Configuration● technical SEO audit● keyword gap analysis● content strategy● content topic ideation● content promotion● Website crawl and analysis● page speed analysis● GMB audit and corrections● Blended search analysis● Duplicate content analysis● Link cleanup● Keyword research and mapping for on-page SEO● Schema Markup● CRO Analysis



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Fees

Should be paid in advance quarterly

AED3,500 1st month (plus 5% VAT)

AED4,000 2nd month (plus 5% VAT)

AED4,500 3rd month (plus 5% VAT)

AED5,000 4th month and onwards. (plus 5% VAT)

Additional budget for paid search ads, paid email ads and news articles will be required, and discussed beforehand.

- Includes all initial setup costs.
- Includes all design work to a search engine quality and standard.
- Third Party Costs are not included – all external additional costs to be agreed and approved in writing before expenditure.

Reporting and Coordination

The Agency will provide a monthly activity report at the end of each month, detailing the tasks completed and the time allocated.

In addition to the monthly activity, the Agency will be available to provide ongoing strategic support and advice on marketing communications for Tour Dubai Tourism LLC and liaise on any relevant issues.

Media Monitoring

The Agency will monitor GCC media and compile coverage reports, as part of the total services provided.