

## Agreement

This Outsourcing Services Agreement (this "Agreement") is hereby made and entered into on the **1<sup>st</sup> September 2025** (the "Effective Date") by and between **Shining Star International School** with its principal place of business at Musaffah, Abu Dhabi ("Client") and **Burjeel Al Hayyat Recruitment Services - Sole Proprietorship LLC** with its principal place of business at P.O. Box 133495, MBZC, Abu Dhabi ("Outsourcer") (each, a "Party," and collectively, the "Parties")

WHEREAS, Client desires to hire Outsourcer to perform outsourced services; and

WHEREAS, Outsourcer desires to be hired by Client to perform such services regarding [Dedicated full-time clinic Nurse for the "Client"] (the "Requested Services"), as an independent contractor, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agrees as follows:

### **I. PURPOSE**

**1.1** Client has the need to outsource its Requested Services to a service provider that is experienced and qualified to provide such Requested Services to Client. Therefore, Client agrees to hire Outsourcer as an independent contractor to perform the Requested Services described in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by reference.

### **II. TERM**

**2.1** The term of this Agreement ("Term") shall commence on the Effective Date and continue with full effect for ( 1 ) Years. This Agreement will automatically be extended for additional term(s) of ( 1 ) Years each unless one of Outsourcer or Client otherwise gives written notice to the other at least ( 2 ) months prior to the expiration of the Term or any subsequent term.

#### **2.2 VAT (Value Added Tax)**

As per the UAE Ministry of Finance Federal Decree – Law No. (8) Of 2017 on **Value Added Tax (VAT)**. The effective date of the law will be from **1 January 2018**; this may be applied to transactions of 5 % per the law.

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**2.3 Pre-Termination Contract Policy**

If in case the Client will terminate the contract before the completion of contract, they are liable to pay two month of contract payment as compensation.

**2.4 Contract Period**

The Agreement is valid for One (1) year, and a year will be considered as 11 months (1Year/11Months).

**Starting Date: 01-09-2025**

**Expiry Date : 31-08-2026**

**III. SERVICES**

**3.1** As requested by Client during the Term of this Agreement:-

**3.2** Outsourcer shall be responsible for providing to Client the Requested Services and any additional change in SOW that may be mutually agreed upon in writing by the Parties.

**3.3.** The responsibilities of Client with respect to the Requested Services are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

**3.4.** If there is a conflict between this Agreement and any SOW, then: (a) unless such SOW otherwise expressly provides that it is intended to modify the terms of this Agreement or (b) except as otherwise set forth herein, the terms of this Agreement shall control.

**3.5** Mr. Semeem (Team Marketing) shall be the contact person at outsourcer.

**Mr/Ms.....shall be the contact at client.**

**IV) Payment Terms**

**PAYMENT SCHEDULE AND INVOICES**

**1.1 Fees**

**1.1 Fees**

In consideration of the Requested Services for Staff Nurse, Client shall pay fees (as mentioned in **1.1A. Fee Structure**) per month to Outsourcer in accordance with the Exhibit "B". Outsourcer shall issue an invoice to Client on the last day of each month for the Fees then due. The Fees shall be due and payable to Outsourcer by cheque or bank transfer, to an account specified by Outsourcer in accordance with Exhibit "B", within ( 10 ) days from the invoice date. All payments shall be made in favour of "**Burjeel Al Hayyat Recruitment Services - Sole Proprietorship LLC**".

**1.1A). Fee Structure**

**In consideration of the Requested Services for Staff Nurses (2Nos), Client shall pay fees ("Fees") Dirham's 10000/- (Dirham's Ten Thousand Only-Excluding VAT) per month for the Primary Nurse and Dirham's 6500/- (Dirham's Six Thousand Five Hundred Only-Excluding VAT) per month for the Second/Additional Nurse to the Outsourcer in accordance with the Exhibit "B". Outsourcer shall issue an invoice to Client on the last day of each month for the Fees then due. Outsourcer shall not be liable for the payment deduction as a result of the temporal closure of school due to any pandemic.**

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## 1.2 Time of Payment

Any sum due pursuant to this Agreement, for which payment is not otherwise specified, shall be due and payable ( 10 ) days after receipt by the Party who owes such invoice of notice from the other Party in respect of such sum.

## 1.3 Detailed Invoices

Outsourcer shall provide invoices with sufficient detail to justify the Fees.

## 1.4 Expenses

All expenses relating to the Requested Services are included in the Fees and shall not be reimbursed by Outsourcer unless agreed to by Client in writing.

## (V). Applicable Law

### Governing Law; Consent to Personal Jurisdiction

This Agreement will be governed by the laws of the State of Abu Dhabi. All claims and complaints relative to the Service agreement shall be settled amicably. In case the amicable settlement fails, Outsourcer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the State of Abu Dhabi, for any lawsuit filed against Outsourcer by Client arising from or relating to this Agreement.

### Outsourcer

### Client

By: **Burjeel Al Hayyat Recruitment Services**  
- Sole Proprietorship LLC

By: **Shining Star International School**

Name: Afzal Khan

Authorized Signatory *DM PRABHU PRASAD*

Title: Manager - Admin

Title: *ADMIN. MANAGER*

Date:

Date: *09/09/2025*

**BURJEEL AL HAYYAT RECRUITMENT SERVICES-SOLE PROPRIETORSHIP LLC**



**EXHIBIT “A”  
STATEMENT OF WORK**

This Statement of Work (“SOW”), effective as of the **01<sup>st</sup> September, 2025** (“SOW Date”) by and between **Burjeel Al Hayyat Recruitment Services - Sole Proprietorship LLC** (“Outsourcer”) and **Shining Star International School**, (for purposes of this SOW, “Client”), is executed pursuant to and as part of that certain Outsourcing Services Agreement by and between Client and Outsourcer dated **01<sup>st</sup> September, 2025**(the “Agreement”).

The Parties hereto have entered into the Agreement for the provision of certain rights, services, resources, and deliverables to Client by Outsourcer. The Agreement contemplates that the Parties may enter into specific SOWs describing detailed terms and conditions applicable to specific services, resources, and deliverables to be provided by Outsourcer.

NOW, THEREFORE, for and in consideration of the foregoing and of the agreements of the Parties set forth below, Client and Outsourcer agree as follows:

**1. Requested Services: This shall include, but limited to, the below:**

Staff Nurse for the School Clinic MF .....

Staff Details:-

Designation – **Staff Nurse**

Licensed As- **Registered Nurse (1)**

**BURJEEL AL HAYYAT RECRUITMENT SERVICES-SOLE PROPRIETORSHIP LLC**

## 2. Statement of Work

- a) The "Outsourcer" will take the complete onus and responsibility of completing the Professional DOH license for the decided staff.
- b) The "Client" shall have the complete responsibility for the decided outsourced staff during her duty hours with the "Client".

The Duty hours agreed as per the following Conditions: -

Morning 7.00 Am to Afternoon 04.00 Pm from Monday to Thursday.

Morning 7.00 Am to Afternoon 12.00 Pm on Friday

- c) In case of any non-performance issues which related to the Outsourced staff the "Client" should informed the "Outsourcer" immediately for any kind amicable solutions in connection to the same.

d) Staff Replacement During Emergency

The outsourcer shall be responsible for ensuring the replacement of staff nurse in the event of emergency situation for the existing nurse.

- e) Shall respect the applicable organizations code of conduct, UAE National and local law.

IN WITNESS WHEREOF, the Parties have each caused this SOW to be signed and delivered by their duly-authorized officers, all as of the date first set forth above.

**Outsourcer**

**Client**

By: **Burjeel Al Hayyat Recruitment Services**  
- Sole Proprietorship LLC

By: **Shining Star International School**

Name: Afzal Khan

Authorized Signatory **Om Prakash Prasad**

Title: ~~Manager~~ Admin

Title: **ADMIN MANAGER**

Date:

Date: **09/09/2025**



**BURJEEL AL HAYYAT RECRUITMENT SERVICES-SOLE PROPRIETORSHIP LLC**

**EXHIBIT "B"**  
**FEES**

In consideration of the Requested Services for Staff Nurse, Client shall pay fees (as mentioned in 1.1A. **Fee Structure**) per month to Outsourcer in accordance with the Exhibit "B". Outsourcer shall issue an invoice to Client on the last day of each month for the Fees then due.

**General Terms and Conditions**

1. In consideration to the service, the payments shall be paid on monthly basis upon the submission of the Invoice by the "Outsourcer" to the "Client" with effect from the 1st month from the agreement date.
2. "Client" shall not have any financial commitments or relations with the Outsourced staff during the agreement period.
3. Outsourcer shall not be liable for the payment deduction as a result of the temporal closure of school due to any pandemic.
4. In case of Absence of outsourced staff, the replacement will be provided.
5. The contract Duration: - One (1) Year (a year will be considered as 11 months, September-July).
6. If the client required additional services on August, the client shall pay the service charge for the additional working days on a pro-rata basis of the agreed monthly service charge.
7. "Client shall have the rights for any deduction on salaries in consideration to the agreement only in case of the absence of the outsourced staff on duty days.
8. All statutory payments and documents shall be the responsibility of client.
9. The Client has to provide the infrastructure and the required medical equipments and consumables for the clinic.
10. All payments shall be made in favor of "Burjeel Al Hayyat Recruitment Services-Sole Proprietorship LLC" (The "Outsourcer").

IN WITNESS WHEREOF, the Parties have each caused this SOW to be signed and delivered by their duly-authorized officers, all as of the date first set forth above.

**Outsourcer**

**By: Burjeel Al Hayyat Recruitment Services - Sole Proprietorship LLC**

**Name: Afzal Khan**

**Title: Managing Director**

**Date:**



**Client**

**By: Shining Star International School**

**Authorized Signatory** *Om Prakash Prasad*

**Title: ADMIN MANAGER**

**Date: 09/09/2025**



**BURJEEL AL HAYYAT RECRUITMENT SERVICES-SOLE PROPRIETORSHIP LLC**