Service Agreement

Karim Digital Consulting · Abdelkarim Atmani · Marrakech, Morocco

This Service Agreement is made on **[Date]** between:

Abdelkarim Atmani, an individual entrepreneur established in Marrakech, Morocco, trading as **Karim Digital Consulting** ("KDC", "we", "us"), email info@karimdigitalconsulting.com, phone +212 (0) 606 43 42 16;

and

[Client legal name], [legal form and registration number if applicable], established at [client address], represented by [name and title], email [client email] ("Client", "you").

1. Services and scope

KDC will provide the services selected in Annex A, which may include websites, business automation, the Brand & Communication Operating System (BCOS), platform management, and full partnership. Annex A defines the deliverables, exclusions, timeline, and acceptance criteria. Anything not listed in Annex A is out of scope.

2. Fees, taxes, and payment

Fees are set out in Annex B. Unless Annex B states otherwise, a 50% deposit is due before work begins and the balance is due before launch or handover. Monthly services are billed in advance. Amounts are stated in Moroccan dirhams (MAD) or euros (EUR). Any applicable taxes will be stated on the invoice. Late amounts may incur a 1% monthly late fee, and KDC may suspend work after 15 days' written notice. Bank charges, currency conversion fees, and payment-provider fees are the Client's responsibility unless agreed otherwise.

3. Client obligations

- Provide accurate content, access, approvals, and materials on time.
- Ensure the Client owns or has permission to use all content, images, trademarks, and data supplied to KDC.
- Respond to requests for feedback within 5 business days unless another period is agreed in writing.
- Pay invoices when due and comply with applicable law.
- Nominate one authorised decision-maker for the project.

4. Timeline and 30-day launch guarantee

KDC will work to the schedule in Annex A. Dates may move if the Client is late with content, access, feedback, or payment, or if a third party delays the project. If KDC misses the agreed launch date by more than 30 days for reasons within its control, and the Client has met its obligations, KDC will reduce the service fee by 50%. The launch date is the one stated in Annex A. The guarantee excludes scope changes, third-party delays, force majeure, and Client delays. The fee reduction is the sole remedy for the delay.

5. Changes and revisions

Annex A states the number of revision rounds included. Additional revisions, new requirements, or work outside Annex A require a written change order and may change the fee or timeline.

6. Acceptance and handover

The Client must review each deliverable within 7 days and report material defects in writing. If the Client does not respond within 7 days, the deliverable is deemed accepted. Handover of files, accounts, and credentials takes place after full payment.

7. Intellectual property and portfolio

KDC retains ownership of all work, code, designs, and materials until full payment. On full payment, ownership of the custom deliverables transfers to the Client, excluding third-party libraries, fonts, images, and tools, which remain under their own licences. The Client grants KDC a licence to use its content only to provide the services. KDC may display the work in its portfolio and marketing unless the Client opts out in writing. The Client may not resell, sublicense, or represent KDC's pre-existing tools as its own.

8. Confidentiality

Each party will keep the other's non-public business, technical, and commercial information confidential and use it only for this Agreement. This does not apply to information that is public, independently developed, or required to be disclosed by law.

9. Data protection

Each party will comply with applicable data protection law. KDC's Privacy Policy explains how KDC processes personal data. Where KDC processes personal data on the Client's behalf, the parties will enter a written data processing agreement if required.

10. Warranties and liability

KDC will perform the services with reasonable skill and care. KDC does not warrant that the website or software will be uninterrupted, error-free, or compatible with every device or third-party service. To the maximum extent permitted by law, KDC's total liability is limited to the fees paid in the 12 months before the event giving rise to the claim. KDC is not liable for indirect, incidental, or consequential loss, including lost profits, data, or business. This does not limit liability for fraud, wilful misconduct, death, or personal injury, or any liability that cannot be limited by law.

11. Term, cancellation, and refunds

Either party may terminate this Agreement with 30 days' written notice. The Client must pay for work completed and for non-cancellable third-party costs. The deposit is non-refundable after work begins. If KDC terminates without cause, KDC will refund amounts for work not performed. Monthly services may be cancelled with 15 days' written notice before the next billing date; fees for the current period are not refundable. Custom work delivered is not refundable except where required by law. EU consumers may have a 14-day withdrawal right; where the Client asks KDC to start custom work immediately, the Client acknowledges that the right is lost once the service is fully performed.

12. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, civil unrest, network or power failures, or government action. The affected party will notify the other and take reasonable steps to resume performance.

13. Governing law and disputes

This Agreement is governed by the laws of Morocco. The parties will first try to resolve disputes amicably and, where appropriate, through mediation. If no resolution is reached, the courts of Marrakech have jurisdiction, subject to mandatory consumer protections. EU consumers may use the European Online Dispute Resolution platform.

14. General

This Agreement, together with its Annexes, is the entire agreement between the parties and replaces prior discussions on the same subject. Amendments must be in writing and signed by both parties. If a provision is unenforceable, the remaining provisions remain in effect. Neither party may assign this Agreement without the other's written consent, except to a successor of the business. Notices must be sent to the email addresses above.

For KDC

Abdelkarim Atmani
Karim Digital Consulting
Date:

For the Client

[Name and title]
[Client legal name]
Date:

Annex A — Scope and deliverables

Service	[Websites / Automation / BCOS / Platform Management / Full Partnership]
Plan	[Plan name]
Deliverables	[List every deliverable]
Exclusions	[List what is not included]
Timeline	Start: [date] · Launch: [date] · Milestones: [list]
Acceptance criteria	[Describe how acceptance is verified]

Annex B — Fees and payment

Total fee	[Amount] MAD / EUR
Deposit	[50%] due on signature
Balance	[Amount] due before launch/handover
Monthly fee	[Amount] per month, billed in advance (if applicable)

Payment method	[Bank transfer / PayPal]
Taxes	[Applicable taxes]

Annex C — Acceptance and handover

The Client confirms that the deliverables listed in Annex A have been received and tested, and accepts them subject only to the written defects listed below. Review period: 7 days from delivery. Handover of files, accounts, and credentials occurs after full payment.

Accepted by: [Client name] · **Date:** [date]

Defects noted: [none / list]

This document is a contract template. Complete every bracketed field before signature and keep a signed copy for each party.