

Legal Agreement

TOPG Informatics

April 29, 2025

Introduction

This Legal Agreement (hereinafter referred to as the "Agreement") is entered into by and between **TOPG Informatics**, a company registered in Morocco with its principal place of business at [Insert Address] (hereinafter referred to as "The Company"), and the undersigned client or partner (hereinafter referred to as "The Client"). The parties hereby agree to the following terms and conditions, which will govern the relationship between them. This Agreement outlines the responsibilities, expectations, and financial obligations of both parties during the course of their collaboration. By entering into this agreement, both parties confirm their intent to create a legally binding relationship governed by the principles set forth herein.

The Client acknowledges that the services provided under this Agreement are essential for the growth and development of their business. The Company shall ensure that all services rendered align with the Client's strategic objectives, providing both short-term solutions and long-term value. In order to ensure the success of this engagement, both parties must adhere to the timelines and milestones set forth at the commencement of the project. Delays or deviations from the original plan may affect the overall quality and timeline of the deliverables. As such, both parties agree to maintain open communication throughout the duration of this Agreement, ensuring that any potential issues are addressed promptly.

1. Purpose of the Agreement

1.1 Overview of Services

The purpose of this Agreement is to outline the terms and conditions under which The Company will provide its services to The Client. The services include, but are not limited to, the development of software solutions, IT consulting and support, cloud computing services, cybersecurity audits, and business intelligence solutions. The Company agrees to perform these services as per the requirements of the Client and will ensure that all deliverables meet the highest standards of quality and professionalism.

1.2 Commitment to Client Needs

The Client understands that the services provided under this Agreement are critical to their business operations. The Company will ensure that each service is tailored to meet the Client's specific needs, ensuring maximum value from each deliverable. The Company

also commits to being transparent about the progress of services rendered, ensuring that the Client is fully informed at all stages of the project.

2 2. Duration of Agreement

2.1 Term of Agreement

The duration of this Agreement is established for an initial term of [Insert duration] years, beginning on the date of signature by both parties. During this period, the Company will provide all the services as described in this Agreement and will ensure their completion in accordance with the agreed-upon schedules and quality standards. The term of this Agreement may be extended upon mutual agreement by both parties, subject to a review of the progress made and the evolving needs of the Client.

2.2 Extension and Review

In case of an extension, the terms and conditions of the Agreement, including payment schedules, will be revised as necessary. Both parties agree to conduct a thorough review of the performance and outcome of the services provided at the end of the contract term.

2.3 Termination Clause

Should either party wish to terminate the Agreement prior to its completion, they must provide written notice to the other party, as outlined in the termination clause. The decision to extend or terminate the Agreement shall be made in good faith and based on mutual agreement, ensuring the best interests of both parties are considered.

3 3. Payment Terms

3.1 Payment Schedule

The payment terms outlined in this Agreement are based on the scope of the services provided and the duration of the project. The total payment for the services rendered by The Company shall be [Insert amount] Moroccan Dirhams, which includes all applicable taxes and costs associated with the execution of the project. The Client agrees to make payments as outlined in the following schedule:

The initial payment of [Insert amount] will be made upon signing the Agreement, which shall serve as a deposit for the commencement of services. Subsequent payments will be due upon the completion of each milestone as agreed upon by both parties. The final payment, which will cover the remaining balance of the total fee, is due upon the delivery of the completed project.

3.2 Late Payment Clause

Failure to make payments on time will result in a late fee as specified in the late payment clause of this Agreement. Any delay in payments may also result in the suspension of services until the outstanding amount is cleared. The Company reserves the right to cease work on the project if payments are not received according to the established schedule.

The payment terms are designed to ensure the timely completion of the project, and both parties agree to abide by these terms. Any modification of the payment schedule must be mutually agreed upon in writing.

4 4. Termination of Agreement

4.1 Termination by Client

This Agreement may be terminated by the Client prior to the completion of the services provided. The Client may terminate the Agreement at any time by providing written notice to The Company. In such cases, the Client agrees to pay for all services rendered up to the point of termination, including any additional costs incurred by The Company in preparation for or execution of the services.

4.2 Termination by The Company

The Company reserves the right to terminate the Agreement immediately if the Client is in breach of the terms, including failure to make timely payments, failure to cooperate with The Company's team, or providing false or misleading information. Upon termination, all intellectual property created under this Agreement will remain the property of The Company, unless otherwise agreed upon.

4.3 Post-Termination Obligations

In the event of termination, both parties agree to return or destroy all confidential information and intellectual property shared during the term of the Agreement, in accordance with the confidentiality clause. The termination of this Agreement shall be handled professionally, ensuring that both parties are treated fairly and that all outstanding obligations are met before the Agreement is concluded.

5 5. Confidentiality

5.1 Confidential Information Definition

During the term of this Agreement, both parties acknowledge that they may come into contact with confidential and proprietary information of the other party. Such information includes, but is not limited to, business plans, technical data, customer information, financial data, and intellectual property. Both parties agree to keep this information confidential and to use it only for the purposes specified in this Agreement.

5.2 Obligations of Non-Disclosure

The Client agrees not to disclose any confidential information to third parties without the prior written consent of The Company. Similarly, The Company agrees to maintain the confidentiality of any proprietary or sensitive information shared by the Client. This obligation will survive the termination of this Agreement and remain in effect for a period of [Insert duration] years following the conclusion of the business relationship.

5.3 Exceptions to Confidentiality

Confidentiality does not apply in cases where the information is already in the public domain, was independently developed by the receiving party, or is required to be disclosed by law. In such cases, the party required to disclose the information will provide written notice to the other party prior to disclosure.

6 6. Indemnification and Liability

6.1 Indemnification Clause

Both parties agree to indemnify and hold each other harmless from any claims, damages, or liabilities arising out of the breach of this Agreement. The Company will indemnify the Client against any claims resulting from its negligence, failure to meet obligations, or breach of confidentiality. Similarly, The Client will indemnify The Company for any damages resulting from the Client's use of the services, including violations of intellectual property rights or misuse of confidential information.

6.2 Limitation of Liability

The liability of The Company for any direct damages caused by its breach of the terms of this Agreement shall not exceed the total amount paid by the Client for the services rendered. Under no circumstances will either party be held liable for any indirect, consequential, or punitive damages arising from the performance or non-performance of this Agreement.

6.3 Responsibility for Damages

Both parties agree to take all necessary precautions to avoid incidents that may result in liabilities and agree to cooperate in the resolution of any disputes or claims that arise. The intention of this provision is to limit liability to prevent undue financial harm to either party, while ensuring the responsibility for damages is clearly defined.

7 7. Governing Law and Dispute Resolution

7.1 Applicable Law

This Agreement shall be governed by the laws of Morocco. Any disputes arising from this Agreement will be resolved in accordance with Moroccan law. The parties agree to attempt to resolve any disagreements through informal discussions or mediation before resorting to formal dispute resolution procedures.

7.2 Arbitration Procedure

If the dispute cannot be resolved informally, the parties agree to submit the matter to binding arbitration. The arbitration process will be conducted under the rules of [Insert Arbitration Institution], with the venue located in [Insert City]. The decision of the arbitrator will be final and binding on both parties.

7.3 Court Jurisdiction

In cases where arbitration is not applicable, the parties agree to submit to the exclusive jurisdiction of the courts located in [Insert City], Morocco, for the resolution of any legal disputes.

8 8. Miscellaneous

8.1 Entire Agreement

This Agreement represents the entire understanding between the parties. Any amendments to this Agreement must be made in writing and signed by both parties. No oral or implied agreements will be considered valid unless they are included in the written form.

8.2 Assignment of Rights

Neither party may assign or transfer their rights and obligations under this Agreement without the prior written consent of the other party. Any assignment made without consent will be considered void.

8.3 Severability

In the event that any provision of this Agreement is found to be unenforceable, the remaining provisions will continue in full force and effect. The parties agree to negotiate in good faith to amend any unenforceable provisions to reflect the original intent of the Agreement.