

(CONTRACT NO. (AMNCO-AN-02-24-15)

SECURITY SERVICES AGREEMENT.

BETWEEN

Zad Holding Company Q.P.S.C

AND

AMNCO SECURITY COMPANY (W.L.L)

THIS AGREEMENT, (Hereinafter referred to as "the Agreement") starts 22nd of January 2024.

BY AND BETWEEN

Zad Holding Company Q.P.S.C a company established under the laws of Qatar, herein represented by Authorized signatory, of Zad Holding Company Q.P.S.C place of Business in Al Meena Street Old Doha port area **Corniche road**, Tel : +974-44489666/44489608 Fax : +974-4438137, P.O. BOX 1444 Doha, Qatar, E-mail: saboor@qfm.qa

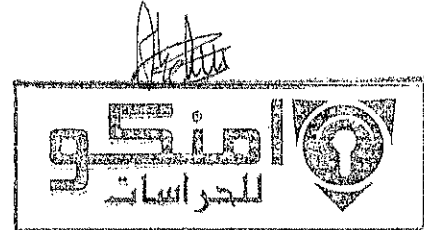
(Hereinafter referred to as "First Party")

AND

AMNCO SECURITY COMPANY (W.L.L) a company established under the laws of Qatar, commercial register No. 82187, herein represented by **MR. ABDULLA MUBARAK AL SULAITI (CHAIRMAN)**, in his capacity as the authorized signatory of the Company, with its Principal Place of Business in New Salata- D-Ring Road Zone 40, Street 250, Building No,365 Doha, Qatar. Tel:+974 4444 9699/9799, Fax: 44887199, E-mail: info@amnco-qa.com, P.O. Box: 23420 Doha, Qatar.

(Hereinafter referred to as "Second Party")

The parties hereto are collectively referred to as the "Parties" and separately as the "Party".



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PREAMBLE

Whereas the First Party is desirous in being provided with the services provided by the Second Party for the security and protection of **Zad Holding Company Q.P.S.C. and its subsidiary companies** internally and externally for the Projects mentioned on the distribution Table through the 12 hours shift including official holidays and feasts.

Whereas the Second Party is a specialized company in providing the security services for all the public and private entities.

Whereas the First Party has approved the offer of the Second Party in accordance with the terms and conditions set out herein

Now, therefore, the parties have acknowledged their legal capacity in contracting, they hereby agree on the following terms and conditions:

Clause 1:

The abovementioned Preamble is an integral and complementary part of this Agreement.

Clause 2: Obligations of the Second Party:

2.1 The Second Party shall provide the First Party with guarding and security service for **Zad Holding Company Q.P.S.C Projects Listed on the below Table.**

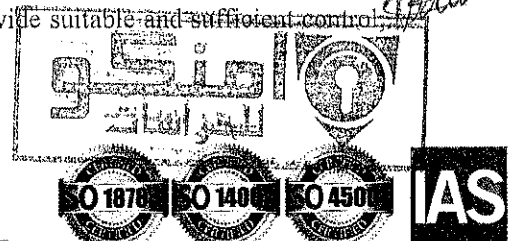
SN	CATEGORY	WORKING HOURS 24 HOURS	SITE	DURATION	QTY	RATE PER QTY	TOTAL RATE
1	Male Guard (Traffic Marshall)	12 Working Hours Each Inclusive 1-hour Break 7 days a Week	QFM	ANNUAL	1	3,275	3,275
2	Male Guard		ZAD HEAD OFFICE		6	3,275	19,650
3	Supervisor				2	3,700	7,400
4	Male Guard		QFI		1	3,275	3,275
5	Male Guard (Traffic Marshall)		UMM SAID BAKERY		1	3,275	3,275
6	Male Guard		GUC WAREHOUSE-ST.# 11		10	3,275	32,750
7	Male Guard		UNITED BAKERIES ST. # 26		1	3,275	3,275
8	Male Guard		GUC CAMP-ST.# 39		4	3,275	13,100
9	Supervisor		GUC COLD STORE ST. #2		1	3,700	3,700
10	Male Guard				4	3,275	13,100
11	Male Guard		RUBY COMPOUND – ABU HAMOUR		2	3,275	6,550
12	Male Guard		SAPPHIRE COMPOUND – ABU HAMOUR		2	3,275	6,550
13	Male Guard		DIAMOND COMPOUND – ABU HAMOUR		2	3,275	6,550
14	Male Guard		PEARL GARDEN – HILAL		2	3,275	6,550

15	Male Guard		EWAAN GARDEN - DAFNA		3	3,275	9,825
16	Male Guard (Patrolling)		CASCADE COMPOUND 1 and 2 – ABU HAMOUR		1	3,275	3,275
17	Male Guard		CASCADE COMPOUND 1 – ABU HAMOUR		2	3,275	6,550
18	Male Guard		CASCADE COMPOUND 2 – ABU HAMOUR		2	3,275	6,550
TOTAL AMOUNT IN WORDS: ONE HUNDRED FIFTY FIVE THOUSAND AND TWO HUNDRED QATARI RIYALS ONLY							155,200

- 2.2 The Second Party shall provide the guards, in accordance with same security Services description in the table above, to perform the security services set out in this Agreement. These security services shall be provided by the employees of the Second Party who shall be qualified and authorized by MOI to provide such type of services. In addition, the Second Party shall bear the legal responsibility of its employees (employment visa carrying their Qatari ID card bearing the THE SECOND Party name as employer, salaries, and all the benefits as per Qatar labour law.)
- 2.3 The Second Party will ensure that all its personnel and the corresponding relievers working at The First Party site understand, abide and follow The First Party policy, rules and regulations.
- 2.4 All The Second Party staff will sign IN and OUT through the First Party employee entrance and exit in every shift with no exceptions.
- 2.5 A Monthly meeting between The First Party representative and The Second Party representative will be held to evaluate and discuss both parties concerns regarding the performance and quality of service given by The Second Party.
- 2.6 In the Event **Zad Holding Company** wants to increase or reduce staff, they will write to **AMNCO SECURITY** by official request who in turn are obligated to meet the required task not more than 20% from the total number of Security Guards in this contract (Clause 2.1) with the notice period of not less than 1 month.
- 2.7 The First Party is entitled to request, in writing, exchanging any one of the guards, in case the First Party considers, for reasonable reasons his non-efficiency for this work. In such case, the Second Party shall exchange that guard within One (1) day from the date of the notification sent from the First Party.
- 2.8 The Second Party shall insure all the guards participating in providing these security services against all the personal injuries and death occurred during the performance of their obligations set out herein as well as the applicable related to Qatar labour laws and systems.
- 2.9 The Second Party shall act in due diligence and skillfulness in providing the security services according to the known professional ethics. The Second Party shall, also, provide suitable and sufficient control,



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which shall ensure the provision of the security services in accordance with the terms and conditions of this Agreement.

2.10 The Second Party may increase the fees of providing the security services during the term of this Agreement after 1-month prior notice in the following cases:

- I. Any time after the lapse of the first 11 months of the term of this Agreement
- II. In case of changes in the Government Legislation that stipulated the minimum salary of the security guards.

2.11 In case the Second Party sent notice to the First Party mentioned in point 2.10, the First Party is entitled, within one month from receiving this notice, either to negotiate on a reasonable fee increase, or to notify the Second Party by terminating this Agreement for a period not less than one month; and in such case the requested increase shall not apply in this notice period.

2.12 The guards/ employees of the Second Party are entitled to use any of the machines or photocopy machines, printers, or any of the equipment provided by the Client/First Party for work purpose only.

2.13 The Second Party shall provide, on its personal expense, a uniform having the logo of the Second Party for all the guards. The guards will appear wearing the agreed uniform in the guarding sites.

2.14 The Second Party shall provide, on its own expense, the materials and equipment necessary for the guarding service as well as the transportation methods necessary to transport the guards from and to **Zad Holding Company Q.P.S.C. (for the Sites mentioned on Page 2 of the Contract)** at the beginning and ending of the guarding shifts. The Second Party shall also provide upgraded communication methods necessary for the guards to perform their work efficiently.

2.15 The security guards shall use the rooms specialized for them. The Second Party as well shall maintain all the appliances existing in the guards' rooms.

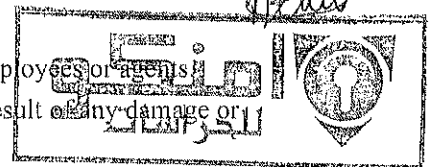
Clause 3: Liability of the Second Party:

3.1 The Second Party may compensate the First Party for any breach of the terms of this Agreement or any damage or negligence from the Second Party or any of its employees participating in providing the security services to the First Party.

3.2 The Second Party shall not be liable for any loss, injury, damage, expenses or costs of any nature whatsoever if it was caused by actions of the First Party.

3.3 The Second Party shall not be liable in any case whatsoever for any loss, injury, damage, expenses or costs:

- 1- Resulted by an accident caused by the First Party or any of its employees or agents
- 2- Caused by any other reason that is not considered to be a direct result of any damage or



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negligence or breach of the terms of this Agreement from the side of the Second Party with regard to the provision of the agreed upon security services.

3.4 The Second Party shall not be liable, in any case, towards the First Party for any loss or damage affecting the First Party unless:

- 1- The Second Party had received from the First Party a notice with the occurrence of a breach to the terms of this Agreement, negligence or harmful action from the side of the Second Party caused the First Party to incur such loss or damage, within 3 Months from days from the date of occurrence.
- 2- The First Party had offered the Second Party all the reasonable assistance, including but not limited to allowing the second Party to review all the registers and information related to the accident which occurred, and allowing the consultant of the second Party to conduct the necessary investigations, and
- 3- The Second Party had received from the First Party a notice whereby the latter informed the former of filing a claim or lawsuit against the First Party within 2 Months from the date of receiving a formal notice of such claim or lawsuit.

3.5 The compensations stipulated by this agreement for the First Party and third parties are the total due compensations to the extent permitted by law.

Clause 4: Obligations of the First Party:

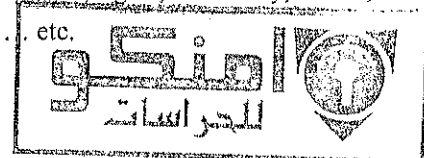
4.1 The First Party shall provide the Second Party with one week for the latter to be ready and prepared starting from the date of signature of this agreement, after which the Second Party shall perform the agreed upon works.

4.2 All the security services provided by the Second Party in accordance with this Agreement shall be for the exclusive use of the First Party on the buildings / sites subject of this Agreement. The First Party shall not execute a subcontract for such services, allow third parties to use them or transfer these services to other buildings / sites without the prior written consent of the Second Party.

4.3 Unless otherwise provided in this agreement, the First Party shall take all the necessary measures required by applicable laws to avoid any loss, damage or injury to any of the security guards of the Second Party or any of the equipment while the existence in the buildings / sites subject of this Agreement. The First Party also undertakes to provide the employees of the Second Party at its own expense with all the equipment and facilitates necessary for executing their security services in the building in the suitable time. These equipment and facilities shall include, without limitation, offices for the workers and the security officers, air-conditioning services, heaters, lights, electricity, toilets, telephones, desks, chairs, drinking water, stationary, files, registers, . etc.

AAH





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- 4.4 The First Party shall implement all the reasonable instructions and security requirements (if any) in relation to implementing the security services, which will be instructed by the Second Party in writing.
- 4.5 The First Party shall provide all the reasonable materials and information required to enable Second Party to provide the security services. The Second Party shall rely on the accuracy and sufficiency of the materials and information provided by the First Party in implementing the former's services with no need to check them out. In addition, the First Party is obliged to notify the Second Party with any change affecting the information previously provided.
- 4.6 In case of the disability or in ability of the Second Party to provide the security services due to the failure of the First Party to abide by its obligations set out in this Agreement, the First Party acknowledges that the Second Party is not liable for any loss affecting the First Party.

Clause 5: Payment Terms:

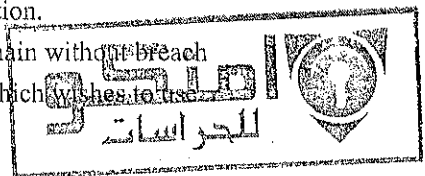
- 5.1 The terms and conditions of this agreement are applicable to all the Subsidiary companies of Zad Holding Company Q.P.S.C. The concern Subsidiary companies will provide the Purchase Order for the services required. The Second Party will fulfil the requirement as per the Purchase Order and raise the invoice in the name of the respective Subsidiary company. First Party and its Subsidiary companies shall pay the Second Party the fees of an amount of **ONE HUNDRED FIFTY FIVE THOUSAND AND TWO HUNDRED QATARI RIVALS ONLY (155,200 QAR)** within 30 days after the submission of certified invoice.
- 5.2 In the case of delay in the payments for more than 60 days, the Second Party is entitled to suspend this Agreement or to terminate it according to its discretion. Each payment shall be through either a cheque in favor of the Second Part or bank transfer to the bank account of the Second Party which the latter will inform the First Party with its details.

Clause 6: Confidentiality:

- 6.1 All the commercial, technical and financial information exchanged through the implementation of this Agreement shall be kept strictly confidential by both Parties during the term of his Agreement, and such obligation shall survive the expiry or termination of this Agreement.
- 6.2 Both Parties shall ascertain that their employees and manager are complying with the above-mentioned restrictions, as all the necessary measures shall be taken to decrease the risk of the disclosure of such information.
- 6.3 Nevertheless, the Parties can use such information in one of the following cases:
- (a) In case the other Party has approved in writing on using such information.
- (b) If such information is now in, or hereafter comes into, the public domain without breach of this Agreement and through no fault, error or omission of the party which wishes to use or disclose the information



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(c) If a judgement or judicial order has been issued requiring such disclosure.

Clause 7: Term of this Agreement:

7.1 This Agreement shall start from the date of signature and for a period of 1 Year Renewable, starting from **22nd of January 2024, to 21st of January 2025.**

7.2 In case either Party is desirous to renew this agreement, that Party shall notify the other Party within (1) month before the expiry date of this Agreement.

In case both Parties have not reached an agreement concerning the signature of a new agreement, this agreement shall by expire by the date set out in Clause 7.1.

Clause 8: Termination:

8.1 This Agreement can be terminated in the following cases:

(a) If fraud or manipulation in the execution of this Agreement has been proved on the side of any of the Parties.

(b) If it is proved that either Party has initiated by itself or through others directly or indirectly to bribe one of the employees of the other Party in the course of signing or implementing this Agreement.

(c) The other party is in material breach of its obligations under this Agreement and, in case such breach is capable of being remedied, failure to remedy such breach within thirty days from date of receipt of a written notice from the non-breaching party of such breach.

(d) Each of the two parties has the right to terminate the agreement, with One -month prior written notice.

In all the above cases, the non-breaching Party shall notify the other Party within one (1) month notice period before the termination.

8.2 Either Party may terminate this Agreement with an immediate effect, by a registered mail, in case the other Party became bankrupt, insolvent or liquidated.

Clause 9: Non-Waiver / Severability:

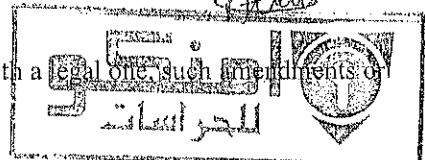
9.1 The silence, tardiness or avoidance of any Party to use or enforce any of the rights set out herein, shall not be construed as waiver of such right, any relating or subsequent rights.

9.2 If any clause herein is held to be invalid, illegal or unenforceable, both Parties shall amend such clause within the least limits necessary to make it valid, legal or enforceable.

9.3 In case of failure to amend this clause, this clause shall be replaced with a legal one, such amendments or replacement shall not affect the other clauses of the Agreement.



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Clause 10: Force Majeure:

10.1 Either Party shall not be liable for the failure to implement any of its contractual obligations if such failure was due to unforeseeable reasons beyond the control of that Party according to the normal course of such matters.

Clause 11: Amendments or Modification:

11.1 No amendment or addition to any of the Clauses herein shall be valid except if it was made in writing and duly signed by both Parties.

Clause 12: Correspondences and Notices:




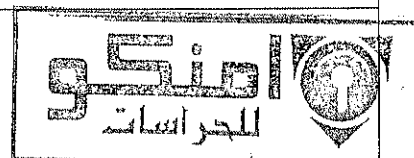
12.1 All notices or correspondences hereunder shall not be valid unless made in writing.
12.2 The First Party shall be abiding by the abovementioned address and contact details of the Second Party.
12.3 In case any Party wants to change any of such contact details, that Party shall pre-notify the other Party with the new details before the effective date of such changes with at least one week.

Clause 13: The Applicable Law and jurisdiction:

13.1 The laws of the State of Qatar shall govern the provisions of this Agreement and its Interpretation and any dispute arising out of the execution of this Agreement shall be submitted to the Qatari Courts.

Clause 14: Counterparts:

14.1 This Agreement has been executed into two original counterparts; the First Party shall have a First counterpart and the Second Party shall have the second counterpart.

<u>First Party</u>	<u>Second Party</u>
Name: (Authorized Signatory)	Name: MR. ABDULLA MUBARAK AL SULAITI
Zad Holding Company Q.P.S.C	AMNCO SECURITY COMPANY
Title: AUTHORIZED SIGNATORY	Title: CHAIRMAN
Signature & Stamp:  	Signature & Stamp:  

شركة زاد القابضة
Zad Holding Company Q.P.S.C



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