

Individual Consultancy Agreement

This Individual Consultancy Agreement ("Agreement") is made and entered into as of [21st December 2023] by and between:

1. ABC LTD

A company incorporated under the laws of State of Qatar, with its registered office at Building no 345, Doha Qatar ("ABC").

2. XYZ [Consultant Name]

Residing at House no 234, Mangalore, India ("Consultant").

WITNESSETH:

WHEREAS, ABC desires to engage Consultant to perform certain services as set forth herein (the "Services"); and

WHEREAS, Consultant desires to provide the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Definitions

- **Business Day:** Means any day other than a Saturday, Sunday, or public holiday observed in the State of Qatar.
- **Force Majeure Event:** Means any event or circumstance beyond a party's reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, strikes, riots, or government intervention.
- **Intellectual Property Rights (IP Rights):** Means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights, whether registered or unregistered.
- **Losses:** Includes all liabilities, costs, damages, expenses (including reasonable attorneys' fees), and losses of any kind or nature.
- **Prohibited Activity Means:** Any activity that is illegal, unethical, or could bring ABC into disrepute.
- **Sustainable Sourcing Code:** Means the most recent version of ABC's Sustainable Sourcing Code, which is available upon request.

2. Scope of Services

(As set forth in Schedule 1 attached hereto and incorporated herein by reference)

3. Limit of Authority

Consultant is not an employee of ABC and shall have no authority to bind ABC to any contract or obligation.

4. Consultant's Obligations

Consultant shall:

- Perform the Services with due care, skill, and diligence in accordance with professional standards.
- Comply with all applicable laws and regulations.
- Act in accordance with the Sustainable Sourcing Code.
- Dedicate his/her best efforts to the performance of the Services.
- Keep ABC informed of the progress of the Services.

5. Working Hours

Consultant shall devote such time and effort to the performance of the Services as is reasonably necessary to achieve the objectives set forth in Schedule 1.

6. Defective Services

If ABC determines, in its reasonable discretion, that the Services are defective, ABC shall notify Consultant in writing of the defect. Consultant shall then promptly use all reasonable efforts to correct the defect.

7. Confidentiality

Consultant shall hold in confidence all confidential information of ABC, including, but not limited to, customer lists, business plans, and trade secrets.

8. Conflict of Interest

Consultant shall not engage in any activity that constitutes a conflict of interest with ABC's business.

9. Payments to Consultant

(As set forth in Schedule 2 attached hereto and incorporated herein by reference)

10. Invoice and Payment

Consultant shall submit an invoice to ABC for each payment due under this Agreement. ABC shall pay such invoice within thirty (30) Business Days of receipt.

11. Terms of Communication

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by reputable overnight courier service, addressed as follows:

If to ABC:

Building no 345, Doha Qatar

If to Consultant:

House no 234, Mangalore, India

12. Commencement and Termination

This Agreement shall commence on January 1, 2024, and shall expire on December 31, 2024 (the "Term").

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Signature]

ABC

[Signature]

Consultant

Schedules

Schedule 1 - Scope of Services

Consultant agrees to provide and compile data and intelligence work domestically and abroad, including but not limited to:

- Gathering information on strategic partners and other parties deemed to be potential assets of ABC.
- Conducting market research and analysis.
- Preparing competitive intelligence reports.
- Identifying and evaluating potential business opportunities.
- Maintaining a comprehensive database of relevant information.
- Providing monthly reports summarizing findings and recommendations.

Schedule 2 - Fees and Payment

Consultant will be paid a fee of \$100,000 for each report delivered, upon satisfactory approval by ABC. Payment will be made within thirty (30) Business Days of ABC's written approval of the report.