

Individual Consultancy Agreement

This Individual Consultancy Agreement ("Agreement") is made and entered into as of December 27, 2023, by and between:

1. ABC [Company Name]

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

2. DEF [Consultant Name]

Residing at House no 456, Bangalore, 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.

2. Scope of Services

Consultant agrees to provide auditing services upon the call-off and direction of the Executive Director of ABC. The specific scope of services for each engagement will be mutually agreed upon in writing prior to commencement (the "Call-Off").

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 and generally accepted auditing practices.
- Comply with all applicable laws and regulations.
- Dedicate his/her best efforts to the performance of the Services as outlined in each Call-Off.
- Keep ABC informed of the progress of the Services.

5. Working Hours

The specific working hours for each Call-Off will be mutually agreed upon in writing prior to commencement.

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

Consultant will be paid a daily rate of QAR 1,000 for services rendered under each Call-Off. The total cumulative fee payable to Consultant under this Agreement shall not exceed QAR 100,000.

10. Invoice and Payment

Upon completion of services for each Call-Off, Consultant shall submit an invoice to ABC detailing the services provided, the corresponding daily rate, and the total amount due. 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 456, Bangalore, India

12. Commencement and Termination

This Agreement shall commence on January 1, 2024, and shall expire on December 31, 2026 (the "Term"). This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party.

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

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

The specific scope of services for each Call-Off will be documented in a separate document outlining, but not limited to:

- The specific audit to be conducted (e.g., financial audit, operational audit).
- The timeframe for completion of the Call-Off.
- Any specific deliverables expected from Consultant (e.g., audit reports, recommendations).
- The resources required by Consultant to perform the Call-Off (e.g., access to data, personnel).

Schedule 2 - Payments to Consultant

- Consultant will be paid a daily rate of QAR 1,000 for services rendered under each Call-Off.
- Time spent on travel between Consultant's residence and the audit location, if applicable, will be compensated at the daily rate, upon prior written agreement between the parties.
- Reasonable out-of-pocket expenses incurred by Consultant with ABC's prior written approval will be reimbursed upon submission of proper receipts.
- The total cumulative fee payable to Consultant under this Agreement, including daily rates and approved expenses, shall not exceed QAR 100,000.