**SERVICES AGREEMENT FOR TECHNOLOGY (QATAR)**

**Effective Date:** 2025-11-01

**End Date (if fixed term):** 2026-11-01

**Language:** English

**1. PARTIES**

**Party A (Client)**

Legal Name: QTech Solutions W.L.L.

Address: Office 304, Doha Tower, West Bay, Doha, Qatar

**Party B (Contractor)**

Legal Name: CodeBridge Technologies Ltd.

Address: 45 Innovation Street, London, United Kingdom

**2. RECITALS / BACKGROUND**

This Services Agreement is entered into by the Parties to govern the provision of goods/services in the **Technology** sector, within **Qatar**.

**Context provided by the user:**

> Software development and maintenance of a web-based platform for QTech’s internal operations.

**3. DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

*"Agreement"*\* means this Services Agreement, including any schedules, appendices, or addenda attached hereto.

*"Business Day"*\* means a day other than a Friday, Saturday, or public holiday in Qatar.

*"Client"*\* refers to QTech Solutions W.L.L.

*"Confidential Information"*\* means any non-public information, data, or materials, whether in written, electronic, or other form, disclosed by one Party to the other, which is marked confidential or which, by its nature, would reasonably be understood to be confidential.

*"Contractor"*\* refers to CodeBridge Technologies Ltd.

*"Deliverables"*\* means all software, documentation, reports, designs, code, and other materials or results of the Services to be provided by the Contractor to the Client as specified in this Agreement.

*"Effective Date"*\* means 2025-11-01.

*"Fees"*\* means the remuneration payable by the Client to the Contractor for the Services rendered, as set out in Section 6.

*"Intellectual Property Rights"*\* means all intellectual property rights and industrial property rights of any description whatsoever including, but not limited to, copyright, patents, trademarks, service marks, design rights, database rights, trade secrets, confidential information, moral rights, and all other similar rights, whether registered or unregistered, and including all applications and rights to apply for any of the foregoing anywhere in the world.

*"Personal Data"*\* means any information relating to an identified or identifiable natural person, as defined under Law No. 13 of 2016 on Protecting Personal Data in Qatar.

*"Services"*\* means the software development and maintenance services related to a web-based platform, as more fully described in Section 4.

*"Statement of Work" or "SOW"*\* means a document detailing specific Services, Deliverables, timelines, and Fees, incorporated by reference into this Agreement.

**4. SCOPE OF SERVICES / DELIVERABLES**

The Contractor shall provide software development and maintenance services (the "Services") for a web-based platform designed for the Client's internal operations, in accordance with the specifications and milestones agreed upon in a Statement of Work (SOW) mutually executed by both Parties, which shall be attached hereto as Schedule A.

- **Description of Services:**

*Phase 1: Software Development:*\* Design, coding, testing, and deployment of a web-based platform as per the functional and technical requirements detailed in the SOW. This includes front-end and back-end development, database integration, and API development where necessary.

*Phase 2: Platform Maintenance:*\* Post-deployment support, bug fixes, security updates, performance monitoring, and minor enhancements to the web-based platform for the duration of the Agreement.

*Milestones:*\* Specific project milestones, corresponding Deliverables, and completion dates will be detailed in the SOW.

*Acceptance Criteria:*\* Deliverables will be subject to acceptance criteria defined in the SOW, including functionality, performance, security, and compliance with technical specifications.

*Service Locations:*\* The Services will primarily be performed remotely by the Contractor, with potential on-site visits to Client's premises in Doha, Qatar, if mutually agreed and specified in an SOW.

- **Acceptance Procedure:**

Upon submission of each Deliverable by the Contractor, the Client shall have fifteen (15) Business Days ("Acceptance Period") to review and test the Deliverable against the agreed acceptance criteria.

\* If the Deliverable meets the acceptance criteria, the Client shall provide written acceptance.

\* If the Deliverable does not meet the acceptance criteria, the Client shall provide a written notice of non-acceptance, detailing the specific defects or non-conformities, within the Acceptance Period.

\* The Contractor shall then have ten (10) Business Days to rectify the identified defects and resubmit the Deliverable for re-testing. This re-testing period shall be five (5) Business Days. This process shall repeat until the Deliverable is accepted, provided that if a Deliverable is rejected more than three (3) times for the same defect, either Party may invoke the dispute resolution procedure under Section 17.

\* Failure by the Client to provide written notice of acceptance or non-acceptance within the Acceptance Period shall be deemed as acceptance of the Deliverable.

**5. TERM AND RENEWAL**

- **Term:** This Agreement shall commence on **2025-11-01** and, unless terminated earlier in accordance with its terms, shall continue until **2026-11-01**.

- **Renewal:** This Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the then-current term. Any renewal shall be subject to a review of the Fees and terms, which may be adjusted by mutual written agreement.

**6. FEES AND PAYMENT**

- **Pricing:** The Fees for the Services shall be specified in the SOW. For software development (Phase 1), fees will primarily be fixed-price per milestone. For platform maintenance (Phase 2), fees will be based on a time and materials (T&M) model, utilizing agreed hourly rates set out in the SOW. All Fees are exclusive of any applicable taxes, duties, or levies in Qatar.

- **Payment Terms:**

\* The Client shall pay all undisputed invoices within thirty (30) days from the date of receipt of a valid invoice from the Contractor (Net 30 days).

\* Invoices for development milestones will be submitted upon the Client's acceptance of the corresponding Deliverable. Invoices for maintenance services will be submitted monthly in arrears based on actual hours worked and approved expenses.

\* All payments shall be made in United States Dollars (USD) or Qatar Riyals (QAR) as specified in the SOW.

\* The Client shall be responsible for any applicable taxes, including Value Added Tax (VAT), if and when introduced in Qatar, or other similar sales taxes, which the Contractor is legally required to collect.

\* Any expenses reasonably incurred by the Contractor in the performance of the Services (e.g., travel, accommodation) must be pre-approved in writing by the Client and will be reimbursed upon submission of valid receipts.

\* Without prejudice to any other right or remedy available to the Contractor, if the Client fails to pay any amount due under this Agreement on the due date for payment, the Client shall pay interest on the overdue amount at the rate of one percent (1%) per month, calculated daily from the due date until the date of actual payment.

**7. CONFIDENTIALITY**

Each Party ("Receiving Party") acknowledges that it may obtain Confidential Information from the other Party ("Disclosing Party") during the Term of this Agreement. The Receiving Party agrees to:

\* Maintain the Disclosing Party's Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party.

\* Use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

\* Take all reasonable steps to protect the Disclosing Party's Confidential Information from unauthorized use, disclosure, or access, using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

\* Ensure that its employees, agents, and subcontractors who have access to the Confidential Information are bound by confidentiality obligations no less stringent than those in this Section.

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was known by the Receiving Party prior to its disclosure by the Disclosing Party, without breach of any confidentiality obligation; (c) is received from a third party without restriction on disclosure and without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party prior to such disclosure (where legally permissible) to allow the Disclosing Party to seek a protective order or other appropriate remedy.

The confidentiality obligations shall survive the termination or expiration of this Agreement for a period of five (5) years.

**8. DATA PROTECTION (IF APPLICABLE)**

1. **Compliance with Qatar Law:** Both Parties agree to comply with all applicable data protection and privacy laws and regulations in Qatar, specifically Law No. 13 of 2016 on Protecting Personal Data ("Qatar PDPL"), in connection with the processing of Personal Data under this Agreement.

2. **Roles:** The Client shall be the "Controller" and the Contractor shall be the "Processor" of any Personal Data processed in the performance of the Services.

3. **Processor Obligations:** The Contractor shall:

\* Process Personal Data only on documented instructions from the Client, including with regard to transfers of Personal Data to a third country or international organization, unless required to do so by Qatar law; in such a case, the Contractor shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

\* Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

\* Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art and the costs of implementation, and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

\* Assist the Client in responding to requests from data subjects exercising their rights under Qatar PDPL.

\* Notify the Client without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of a Personal Data breach.

\* Assist the Client in ensuring compliance with the Client's obligations regarding security of processing, data protection impact assessments, and prior consultation.

\* At the choice of the Client, delete or return all Personal Data to the Client after the end of the provision of Services relating to processing, and delete existing copies unless Qatar law requires storage of the Personal Data.

\* Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this Section and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

4. **Cross-border Transfers:** If the Contractor processes or transfers Personal Data outside of Qatar, the Contractor shall ensure that such transfers comply with the provisions of Qatar PDPL, including, but not limited to, obtaining explicit consent from the data subject or ensuring the transfer is made to a jurisdiction or entity offering an adequate level of protection as determined by Qatar law.

**9. INTELLECTUAL PROPERTY**

1. **Pre-existing IP:** Each Party retains all right, title, and interest in and to its Intellectual Property Rights existing prior to or independently of this Agreement ("Background IP").

2. **Client Owned IP (Foreground IP):** All Intellectual Property Rights in the Deliverables and any other materials or works created by the Contractor specifically for the Client under this Agreement, including all software code, designs, and documentation, shall vest solely and exclusively in the Client upon creation and full payment of the Fees. The Contractor hereby assigns, and agrees to assign, all such Intellectual Property Rights to the Client.

3. **License to Contractor's Background IP:** To the extent any of the Contractor's Background IP is incorporated into or necessary for the use or exploitation of the Deliverables, the Contractor grants to the Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, sublicense, and distribute such Background IP solely for the purpose of using, operating, maintaining, and improving the Deliverables and the Client's internal operations.

4. **Open Source Software (OSS):** If the Contractor incorporates any open source software into the Deliverables, the Contractor shall: (a) identify such OSS to the Client; (b) ensure that the use of such OSS does not impose any obligations or limitations on the Client's ownership or use of the Deliverables that are not otherwise expressly agreed in writing; and (c) comply with all applicable OSS licenses.

5. **Representations and Warranties:** The Contractor represents and warrants that the Deliverables and the Client's use thereof will not infringe upon the Intellectual Property Rights of any third party.

**10. WARRANTIES**

1. **Mutual Warranties:** Each Party warrants that it has the full power and authority to enter into and perform its obligations under this Agreement.

2. **Contractor Warranties:** The Contractor warrants that:

\* The Services will be performed with due care, skill, diligence, and in a professional manner, consistent with generally accepted industry standards for technology services in Qatar.

\* The Deliverables will be free from material defects and will conform to the specifications set forth in the SOW for a period of ninety (90) days following acceptance.

\* It has all necessary licenses, permits, and consents to perform the Services and to grant the rights and licenses granted herein.

\* The Deliverables will not infringe any third-party Intellectual Property Rights.

\* It will comply with all applicable laws and regulations in Qatar in the performance of the Services.

3. **Disclaimer:** Except as expressly provided in this Agreement, all other warranties, conditions, or terms, whether express or implied by statute, common law, or otherwise (including any implied warranties of merchantability or fitness for a particular purpose), are hereby excluded to the fullest extent permitted by Qatar law.

**11. LIABILITY**

1. **Limitation of Liability:** Subject to Section 11.2, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, but not limited to, loss of profits, revenue, data, or business opportunity, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.

2. **Liability Cap:** The total aggregate liability of either Party to the other Party for any and all claims, damages, or losses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total Fees paid or payable by the Client to the Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

3. **Exclusions from Limitation:** Nothing in this Agreement shall limit or exclude either Party's liability for:

\* Death or personal injury caused by its negligence.

\* Fraud or fraudulent misrepresentation.

\* Breach of its obligations under Section 7 (Confidentiality) or Section 9 (Intellectual Property).

\* Any liability that cannot be excluded or limited under applicable Qatar law.

**12. COMPLIANCE & ETHICS**

Each Party represents and warrants that it shall, and shall ensure that its employees, agents, and subcontractors shall, comply with all applicable laws, regulations, and governmental orders in Qatar and any other jurisdiction applicable to its operations, including, but not limited to:

*Anti-Bribery and Anti-Corruption Laws:*\* Including the relevant provisions of the Qatar Penal Code (Law No. 11 of 2004) concerning bribery and corruption. Neither Party shall offer, promise, give, or authorize the giving of any financial or other advantage to any person, and neither Party has, directly or indirectly, engaged in or will engage in any such activity, in violation of applicable laws.

*Anti-Money Laundering and Counter-Terrorist Financing Laws:*\* Including Law No. 20 of 2019 on Combating Money Laundering and Terrorism Financing in Qatar.

*Sanctions and Export Controls:*\* Compliance with all applicable national and international economic sanctions and export control laws and regulations relevant to the performance of this Agreement, ensuring that no Services or Deliverables are provided to sanctioned entities or individuals.

*Ethical Conduct:*\* Both Parties shall conduct their business ethically and with integrity, refraining from any activities that could reasonably be considered harmful to the other Party's reputation or business interests.

**13. SUBCONTRACTING & PERSONNEL (IF APPLICABLE)**

1. **Subcontracting:** The Contractor shall not subcontract any portion of the Services without the prior written consent of the Client. If consent is granted, the Contractor shall remain fully responsible for the acts and omissions of its subcontractors as if they were its own acts and omissions and shall ensure that such subcontractors comply with all terms of this Agreement, including confidentiality and data protection obligations.

2. **Personnel:** The Contractor shall ensure that all personnel assigned to perform the Services are suitably qualified, experienced, and legally entitled to work in the capacity assigned. The Contractor shall be solely responsible for the supervision, direction, and control of its personnel and their compliance with the Client's reasonable on-site rules and regulations, if applicable.

**14. CHANGE CONTROL**

Any changes or amendments to the scope of Services, Deliverables, timelines, or Fees under this Agreement or any SOW must be mutually agreed upon by the Parties in writing through a formal change request procedure.

1. **Change Request:** Either Party may initiate a change by submitting a written "Change Request" detailing the proposed change and its potential impact on the scope, schedule, and cost.

2. **Review and Approval:** The receiving Party shall review the Change Request within a reasonable timeframe (e.g., five (5) Business Days) and either approve, reject, or request further clarification.

3. **Formal Amendment:** Once a Change Request is approved by both Parties, it shall be documented as a written amendment to this Agreement or the relevant SOW, signed by authorized representatives of both Parties, and shall become binding.

**15. FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment obligations) if such delay or failure is caused by an event of "Force Majeure." A Force Majeure event means any event beyond a Party's reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, fires, floods, earthquakes, epidemics, pandemics, or governmental actions.

The Party affected by a Force Majeure event shall promptly notify the other Party in writing of the occurrence of the event and its likely duration and shall use reasonable endeavors to mitigate the effect of the Force Majeure event. If the Force Majeure event continues for a period exceeding sixty (60) days, either Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party, without liability for such termination, except for obligations accrued prior to termination.

**16. TERMINATION**

- **For Convenience:** The Client may terminate this Agreement for convenience by providing at least ninety (90) days' prior written notice to the Contractor. In such a case, the Client shall pay the Contractor for all Services performed and Deliverables accepted up to the effective date of termination, plus any reasonable, documented, and unavoidable termination costs incurred by the Contractor as a direct result of such termination. The Contractor may terminate this Agreement for convenience by providing at least one hundred and twenty (120) days' prior written notice to the Client.

- **For Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if:

\* The other Party commits a material breach of any term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach.

\* The other Party becomes insolvent, files for bankruptcy, is subject to a winding-up order, or makes an assignment for the benefit of creditors, or any similar event occurs under applicable Qatar law.

\* The other Party ceases to carry on its business.

\* The other Party is found to be in material non-compliance with applicable laws and regulations in Qatar.

- **Exit Assistance:** Upon termination or expiration of this Agreement for any reason, the Contractor shall, upon the Client's reasonable request and for a period of up to sixty (60) days ("Exit Period"), provide reasonable assistance to the Client to ensure a smooth transition of the Services and Deliverables to the Client or a new service provider. This assistance may include, but is not limited to, transferring all relevant data, code, documentation, and knowledge. The Client shall pay the Contractor for such exit assistance at the Contractor's then-current standard T&M rates.

**17. GOVERNING LAW AND DISPUTE RESOLUTION**

- **Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of **Qatar**.

- **Forum/Method:** Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the Qatar International Centre for Conciliation and Arbitration (QICCA) in force at the time of the commencement of the arbitration. The number of arbitrators shall be one. The seat of the arbitration shall be Doha, Qatar. The language of the arbitration shall be English. The arbitral award shall be final and binding on both Parties.

**18. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) two (2) Business Days after being sent by a reputable international courier service; or (c) when sent by email, provided that a read receipt is obtained or delivery is otherwise confirmed, and followed by a physical copy sent by courier.

**For Party A (QTech Solutions W.L.L.)**

Address: Office 304, Doha Tower, West Bay, Doha, Qatar

Email: [Client's designated email address for notices]

**For Party B (CodeBridge Technologies Ltd.)**

Address: 45 Innovation Street, London, United Kingdom

Email: [Contractor's designated email address for notices]

Either Party may change its address or email for notices by giving written notice to the other Party in accordance with this Section.

**19. MISCELLANEOUS**

*Assignment/Novation:*\* Neither Party may assign, transfer, or novate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

*Entire Agreement:*\* This Agreement, together with any SOWs, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, conversations, and discussions, whether written or oral, between the Parties relating to such subject matter.

*Amendments:*\* No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both Parties.

*Severability:*\* If any provision of this Agreement is held to be invalid, illegal, or unenforceable under the laws of Qatar, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best endeavors to agree upon a valid and enforceable substitute provision that achieves the economic, legal, and commercial intent of the original provision.

*Waiver:*\* No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

*Counterparts and Electronic Signatures:*\* This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures, including those transmitted by email, shall be legally binding and enforceable in the same manner as handwritten signatures.

**20. SIGNATURES**

**For Party A (Client)**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Party B (Contractor)**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_