**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 (the "Agreement") is entered into by the Parties to govern the provision of software development and maintenance services in the **Technology** sector, within **Qatar**. The Parties aim to establish a clear framework for the successful execution of the specified services.

**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"*\* refers to this Services Agreement, including all schedules, appendices, and amendments hereto.

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

*"Confidential Information"*\* means any non-public information, including but not limited to technical, business, financial, and operational information, intellectual property, trade secrets, software, code, designs, or data, disclosed by one Party to the other, whether orally, visually, in writing, or in electronic form.

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

*"Deliverables"*\* means all software, code, documentation, reports, designs, specifications, and other materials or products developed, created, or provided by the Contractor to the Client as part of the Services.

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

*"Fees"*\* means the remuneration payable by the Client to the Contractor for the performance of the Services, as detailed in Section 6.

*"Intellectual Property" or "IP"*\* means all industrial and intellectual property rights, including copyrights, trademarks, patents, designs, trade secrets, database rights, and any other similar rights, whether registered or unregistered, and all applications for the same.

*"Parties"*\* refers collectively to the Client and the Contractor, and "Party" refers to either one of them.

*"Platform"*\* refers to the web-based platform for QTech’s internal operations, which is the subject of the Services under this Agreement.

*"Services"*\* means the software development and maintenance services related to the Platform, as described in Section 4 and any appended Scope of Work.

*"Specifications"*\* means the detailed functional and technical requirements for the Platform and Services, as mutually agreed upon by the Parties in writing.

*"Term"*\* means the duration of this Agreement, as specified in Section 5.

**4. SCOPE OF SERVICES / DELIVERABLES**

The Contractor shall provide software development and maintenance services for a web-based platform for the Client's internal operations (the "Platform") in accordance with the terms of this Agreement and any agreed-upon Statement of Work (SOW) or project plan. The Services include, but are not limited to:

*Software Development:*\* Design, development, coding, testing, and deployment of the Platform features and functionalities as specified in the agreed-upon Specifications. This includes the delivery of all source code, object code, design documents, and user manuals.

*Software Maintenance:*\* Provision of ongoing support, bug fixing, performance optimization, security updates, and minor enhancements to the Platform, as required and agreed upon by the Parties.

*Milestones:*\* The Parties shall agree on specific project milestones, deliverables, and timelines through a separate SOW or project plan, which shall be incorporated into this Agreement by reference. Each milestone completion shall be subject to the acceptance procedure below.

*Acceptance Criteria:*\* Deliverables will be considered complete and ready for acceptance testing when they substantially meet the mutually agreed Specifications, are free from critical defects, and pass the Contractor's internal quality assurance processes.

*Service Locations:*\* The Services will primarily be performed remotely from the Contractor's facilities, with necessary collaboration and reporting to the Client's offices in Doha, Qatar.

*Acceptance Procedure:*

\* Upon delivery of any Deliverable or completion of a milestone, the Contractor shall notify the Client in writing.

*The Client shall have a period of [e.g., fifteen (15)]*\* Business Days from receipt of such notification and Deliverable to conduct its acceptance testing (the "Acceptance Period").

\* During the Acceptance Period, the Client shall test the Deliverable against the agreed Specifications.

\* If the Deliverable meets the Specifications, the Client shall provide written acceptance to the Contractor.

\* If the Deliverable does not meet the Specifications, the Client shall provide written notice of rejection, detailing the deficiencies (the "Deficiency Notice").

*Upon receipt of a Deficiency Notice, the Contractor shall use reasonable efforts to correct the reported deficiencies within [e.g., ten (10)]*\* Business Days (or such other period as mutually agreed for complex issues).

*After correction, the Contractor shall resubmit the Deliverable, and the Client shall have a further [e.g., ten (10)]*\* Business Days for re-testing. This cycle shall repeat until the Deliverable is accepted or the Parties agree on an alternative resolution.

**5. TERM AND RENEWAL**

*Term: This Agreement shall commence on the Effective Date (2025-11-01) and shall continue in full force and effect until 2026-11-01*\* (the "Initial Term"), unless terminated earlier in accordance with Section 16.

*Renewal: This Agreement shall automatically renew for successive periods of [e.g., one (1) year] (each a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party at least [e.g., ninety (90)]*\* days prior to the expiration of the Initial Term or any subsequent Renewal Term.

**6. FEES AND PAYMENT**

*Pricing:*\* The Client shall pay the Contractor for the Services as follows:

*Development Services: A fixed fee of [Insert Fixed Fee Amount in QAR/USD]*\* for the initial development of the Platform, payable in installments linked to agreed milestones as specified in the SOW.

*Maintenance Services: A monthly fee of [Insert Monthly Fee Amount in QAR/USD]*\* for ongoing maintenance and support, commencing upon the acceptance of the initial Platform deployment.

\* All fees are exclusive of applicable taxes, duties, and levies imposed by governmental authorities in Qatar, if any, which shall be borne by the Client.

*Payment Terms:*

*Invoices for Fees shall be submitted by the Contractor on a [e.g., monthly/milestone basis]*\*.

*The Client shall pay all undisputed invoices within [e.g., thirty (30)]*\* days from the date of invoice issuance.

*Payments shall be made in [e.g., Qatari Riyals (QAR) or United States Dollars (USD)]*\* to the bank account designated by the Contractor.

*Late Interest: Any amounts not paid when due shall accrue interest at a rate of [e.g., five percent (5%)]*\* per annum, calculated from the due date until the date of actual payment, compounded annually, or the maximum rate permitted by Qatari law, whichever is lower.

*Reimbursable Expenses:*\* Any pre-approved, reasonable, and documented out-of-pocket expenses incurred by the Contractor in the performance of the Services shall be reimbursed by the Client upon presentation of valid receipts, provided such expenses are in accordance with the Client's expense policy (if provided) and Qatari commercial practices.

**7. CONFIDENTIALITY**

Both Parties acknowledge that in the course of performing this Agreement, they may have access to or disclose Confidential Information of the other Party. Each Party (the "Receiving Party") agrees to:

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

\* Use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement.

\* Take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information, at least to the same degree it protects its own confidential information, but in no event less than a reasonable degree of care.

\* Limit access to Confidential Information to those of its employees, agents, and subcontractors who have a "need to know" for purposes of this Agreement and who are bound by confidentiality obligations no less stringent than those set forth herein.

The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of **[e.g., five (5)]** years. These obligations shall not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is lawfully received by the Receiving Party from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. Permitted disclosures include those required by law or a competent governmental authority, provided the Receiving Party gives the Disclosing Party prompt notice, if legally permissible, to allow the Disclosing Party to seek a protective order.

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

If the Services involve the processing of personal data, the Parties acknowledge that the Client shall be the "Controller" and the Contractor shall be the "Processor" in respect of any personal data processed by the Contractor on behalf of the Client under this Agreement, as defined under Qatar Law No. 13 of 2016 on Protecting the Privacy of Personal Data (the "PDPL"). The Contractor shall:

\* Process personal data only on documented instructions from the Client, unless required to do so by Qatari law, in which 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 authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

\* Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, 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, at the Client’s reasonable cost, in responding to requests from data subjects exercising their rights under PDPL.

\* Assist the Client in ensuring compliance with its obligations under the PDPL, including data protection impact assessments and consulting with the relevant Qatari supervisory authority, as required.

*Notify the Client without undue delay, and in any event within [e.g., forty-eight (48)]*\* hours, upon becoming aware of a personal data breach.

\* 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 Qatari 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.

\* Not transfer personal data outside Qatar without the Client's prior written consent and ensuring that appropriate safeguards as per the PDPL are in place. Since Party B is located in the United Kingdom, any such transfer shall be subject to a valid mechanism for cross-border data transfer recognized under Qatari law and the Client’s explicit instruction.

**9. INTELLECTUAL PROPERTY**

*Client IP:*\* All Intellectual Property, including any pre-existing software, content, or data, provided by the Client to the Contractor for use in connection with the Services shall remain the exclusive property of the Client. The Contractor is granted a limited, non-exclusive, non-transferable license to use such Client IP solely for the purpose of performing the Services under this Agreement.

*Contractor Background IP:*\* The Contractor shall retain all rights, title, and interest in and to any Intellectual Property that it owned or developed independently prior to or outside of this Agreement ("Contractor Background IP"). To the extent Contractor Background IP is incorporated into any Deliverables, the Contractor grants the Client a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, display, perform, and distribute such Contractor Background IP as part of the Deliverables and for the Client's internal operations.

*Foreground IP:*\* All Intellectual Property rights in the Deliverables created specifically for the Client under this Agreement, including all source code, object code, documentation, designs, and other works ("Foreground IP"), shall be exclusively owned by the Client upon full payment of the Fees. The Contractor hereby assigns, and shall procure that its personnel and subcontractors assign, to the Client all right, title, and interest in and to such Foreground IP. The Contractor shall execute all necessary documents to perfect such assignment.

*Open Source Software (OSS):*\* The Contractor shall identify and obtain Client’s written approval before incorporating any Open Source Software into the Deliverables. The Contractor shall ensure that the use of any OSS does not impose obligations on the Client that conflict with the Client's ownership of the Foreground IP or the intended commercial use of the Deliverables.

**10. WARRANTIES**

Each Party warrants to the other that it has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

The Contractor warrants to the Client that:

\* The Services will be performed in a professional and workmanlike manner, conforming to generally accepted industry standards and practices in the technology sector in Qatar.

*The Deliverables will conform to the Specifications and will be free from material defects in design, material, and workmanship for a period of [e.g., ninety (90)]*\* days following acceptance. The Contractor shall promptly correct any non-conformity or defect during this warranty period at its own expense.

\* The Deliverables, as provided by the Contractor and used in accordance with this Agreement, will not infringe or misappropriate any Intellectual Property rights of any third party.

\* It will comply with all applicable laws, regulations, and decrees in Qatar relevant to the performance of its obligations under this Agreement.

\* It will use appropriately skilled and qualified personnel to perform the Services.

These warranties are exclusive and in lieu of all other warranties, representations, or conditions, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by Qatari law.

**11. LIABILITY**

*General Liability: Subject to the exclusions and limitations set forth herein, each Party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to an amount equivalent to the total Fees paid or payable by the Client to the Contractor under this Agreement in the [e.g., twelve (12)]*\* months immediately preceding the event giving rise to the claim.

*Excluded Damages:*\* Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for any indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, loss of profits, loss of revenue, loss of data, loss of goodwill, or business interruption, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

*Unlimited Liability:*\* Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) intentional misconduct; (d) breach of Section 7 (Confidentiality); (e) breach of Section 8 (Data Protection); (f) infringement or misappropriation of Intellectual Property rights of the other Party or a third party; or (g) any other liability which cannot be limited or excluded by applicable Qatari law.

**12. COMPLIANCE & ETHICS**

The Contractor represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable Qatari and international laws, regulations, and decrees, including but not limited to those pertaining to:

*Anti-Bribery and Anti-Corruption:*\* Qatar Penal Code (Law No. 11 of 2004) and any other applicable anti-bribery and anti-corruption laws. The Contractor shall not, directly or indirectly, offer, pay, promise to pay, or authorize the giving of money or anything of value to any government official or private individual for the purpose of influencing any act or decision.

*Sanctions and Export Controls:*\* Applicable international sanctions and export control regulations (e.g., those from the UN, EU, UK, and relevant jurisdictions) that may apply to the Contractor due to its location and the nature of the Services.

*Labour Laws:*\* Qatari labour laws, including Law No. 14 of 2004 (Labour Law) and subsequent amendments, with respect to its personnel engaged in the Services, ensuring fair treatment, non-discrimination, and safe working conditions.

*Ethical Conduct:*\* The Contractor shall conduct its business with the highest ethical standards and avoid any practices that may bring disrepute to either Party or violate public order or morals in Qatar.

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

*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 performance of the Services by its subcontractors and shall ensure that such subcontractors are bound by terms consistent with this Agreement, particularly concerning confidentiality, data protection, and intellectual property.

*Personnel:*\* The Contractor shall ensure that all personnel assigned to perform the Services are appropriately qualified, skilled, and experienced. The Contractor shall be solely responsible for the employment, supervision, compensation, and legal compliance (including immigration and labour laws) related to its personnel. The Client reserves the right to request the removal of any Contractor personnel deemed unsuitable, upon reasonable justification.

**14. CHANGE CONTROL**

Any changes or additions to the scope of Services, Deliverables, timelines, or Fees ("Changes") must be mutually agreed upon in writing by both Parties.

\* Either Party may propose a Change by submitting a written Change Request detailing the proposed modifications and the impact on scope, schedule, and cost.

*The receiving Party shall review and respond to the Change Request within [e.g., ten (10)]*\* Business Days.

\* If agreed, the Change Request will be documented in a Change Order, signed by authorized representatives of both Parties, and shall form an amendment to this Agreement.

\* Until a Change Order is formally executed, the Parties shall continue to perform their obligations under the existing terms of this Agreement.

**15. FORCE MAJEURE**

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to an event of Force Majeure. "Force Majeure" means any event beyond the reasonable control of the affected Party, including but not limited to acts of God, war, terrorism, riot, civil commotion, national emergency, fire, flood, epidemic, pandemic, significant industrial disputes, or government actions, provided such event could not have been foreseen or prevented with reasonable care.

\* The Party affected by Force Majeure shall promptly notify the other Party in writing of the occurrence of the event and its expected duration.

\* The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event.

*If the Force Majeure event continues for a period exceeding [e.g., sixty (60)]*\* days, either Party may terminate this Agreement by giving written notice to the other Party, without further liability, except for payment of Services rendered prior to the date of termination.

**16. TERMINATION**

*For Convenience: Either Party may terminate this Agreement for convenience by providing the other Party with at least [e.g., ninety (90)]*\* days' prior written notice.

*For Cause:*\* Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

*The other Party commits a material breach of any of its obligations under this Agreement and, if such breach is capable of remedy, fails to remedy it within [e.g., thirty (30)]*\* days after receiving written notice requiring it to do so.

\* The other Party becomes insolvent, enters into liquidation (whether voluntary or compulsory), is declared bankrupt, has a receiver or administrator appointed over its assets, or ceases or threatens to cease to carry on business, in accordance with applicable Qatari or UK insolvency laws.

\* The other Party breaches Section 7 (Confidentiality) or Section 8 (Data Protection).

\* Any governmental authority takes action that materially impairs or prohibits either Party's ability to perform its obligations under this Agreement.

*Effects of Termination:*\* Upon termination of this Agreement for any reason:

\* All outstanding Fees for Services rendered up to the date of termination shall become immediately due and payable.

\* Each Party shall promptly return or destroy (at the Disclosing Party's option) all Confidential Information of the other Party.

\* The Contractor shall immediately cease all work on the Services.

*Exit Assistance: In the event of termination for any reason, the Contractor shall, for a period of up to [e.g., thirty (30)]*\* days after the termination date, provide reasonable assistance to the Client to facilitate the orderly transition of the Services and Deliverables to the Client or a new service provider. This may include providing access to source code, documentation, data, and necessary training, at a rate to be mutually agreed upon or at the Contractor's standard time and materials 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 settled 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 commencement of the arbitration.

\* The number of arbitrators shall be one (1) or three (3) as determined by QICCA rules.

*The seat of the arbitration shall be Doha, Qatar*\*.

*The language to be used in the arbitral proceedings shall be English*\*.

\* The award rendered by the arbitrator(s) shall be final and binding upon the Parties.

**18. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered personally; (b) one (1) Business Day after being sent by a reputable overnight 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. Notices shall be sent to the following addresses:

**If to Party A (QTech Solutions W.L.L.):**

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

Attention: [To be specified by Client]

Email: [To be specified by Client]

**If to Party B (CodeBridge Technologies Ltd.):**

Address: 45 Innovation Street, London, United Kingdom

Attention: [To be specified by Contractor]

Email: [To be specified by Contractor]

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

**19. MISCELLANEOUS**

*Assignment and 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. Any attempted assignment, transfer, or novation without such consent shall be null and void.

*Entire Agreement:*\* This Agreement, including any exhibits or schedules attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating thereto.

*Amendments:*\* No amendment or modification to 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 by a court of competent jurisdiction in Qatar, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the original intent of the Parties.

*Waiver:*\* No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

*Independent Contractors:*\* The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has the authority to bind the other Party or to incur obligations on its behalf.

*Counterparts and Electronic Signatures:*\* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email, or other electronic means shall be as legally effective as an original signed copy.

**20. SIGNATURES**

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

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

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

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

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

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

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

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