**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 specialized services in the **Technology** sector, within **Qatar**.

WHEREAS, QTech Solutions W.L.L. ("Client") requires professional software development and maintenance services for a web-based platform intended for its internal operations;

WHEREAS, CodeBridge Technologies Ltd. ("Contractor") possesses the necessary expertise and resources to provide such software development and maintenance services in accordance with industry best practices;

WHEREAS, the Client desires to engage the Contractor, and the Contractor desires to be engaged by the Client, to provide these services under the terms and conditions set forth herein.

**Context provided by the user:**

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**3. DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- **Agreement:** This Services Agreement, including all its schedules and annexures, as may be amended from time to time in accordance with its terms.

- **Client (or Party A):** QTech Solutions W.L.L., a company duly incorporated under the laws of Qatar.

- **Contractor (or Party B):** CodeBridge Technologies Ltd., a company providing technology services.

- **Services:** The software development, maintenance, and related services described in Section 4 and any applicable Statement of Work (SOW).

- **Deliverables:** All software, source code, object code, documentation, designs, specifications, reports, data, and any other materials, tangible or intangible, created or provided by the Contractor in the course of performing the Services.

- **Web-Based Platform:** The specific software application and infrastructure for QTech’s internal operations that is the subject of the Services.

- **Confidential Information:** Any non-public information, whether commercial, financial, technical, or otherwise, disclosed by one Party to the other, whether orally, visually, in writing, or in electronic form.

- **Intellectual Property Rights (IPR):** All intellectual property rights of every kind whatsoever, present or future, in any part of the world, including copyrights, patents, utility models, trademarks, service marks, trade names, design rights, database rights, rights in know-how, and trade secrets, and applications for any of the foregoing.

- **Fees:** The remuneration payable by the Client to the Contractor for the Services, as specified in this Agreement or any SOW.

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

- **Business Day:** Any day (excluding Fridays and Saturdays) on which banks are open for business in Doha, Qatar.

- **Qatar Law:** The laws of the State of Qatar.

**4. SCOPE OF SERVICES / DELIVERABLES**

The Contractor shall perform software development and maintenance services for a web-based platform for the Client's internal operations (the "Web-Based Platform"). The specific details, requirements, and timelines for the Services and Deliverables shall be set out in separate Statements of Work ("SOWs") mutually agreed upon and signed by both Parties, which shall be incorporated into and form part of this Agreement.

- **Description of Services:** The Services generally include, but are not limited to:

- **Software Development:** Analysis, design, coding, testing, quality assurance, and deployment of the Web-Based Platform and its specified modules and functionalities.

- **Software Maintenance:** Ongoing support, bug fixing, performance monitoring, security updates, and enhancements for the Web-Based Platform as agreed in an SOW.

- **Documentation:** Provision of technical and user documentation for the Web-Based Platform.

- **Project Management:** Coordination and management of the Services.

- **Milestones:** Each SOW shall define specific project milestones, corresponding Deliverables, and completion dates.

- **Acceptance Criteria:** Deliverables shall be deemed complete and accepted by the Client if they substantially conform to the specifications and requirements outlined in the relevant SOW and pass the acceptance tests.

- **Service Locations:** The Services will primarily be performed remotely from the Contractor's offices. Any on-site work at the Client's premises in Doha, Qatar, shall be mutually agreed upon in advance and specified in an SOW, with associated costs and logistical arrangements.

- **Acceptance Procedure:** Upon delivery of any Deliverable or completion of a milestone, the Contractor shall notify the Client. The Client shall have ten (10) Business Days from the date of such notification to review the Deliverable or milestone and notify the Contractor in writing of any non-conformity with the agreed specifications ("Acceptance Period"). If the Client does not provide written notice of non-conformity within the Acceptance Period, the Deliverable or milestone shall be deemed accepted. If the Client provides notice of non-conformity, the Contractor shall, at its own expense, rectify the non-conformity and resubmit the Deliverable/milestone within a mutually agreed timeframe. This iterative process shall continue until the Deliverable/milestone is accepted or the Parties agree on an alternative resolution.

**5. TERM AND RENEWAL**

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

- **Renewal:** This Agreement shall automatically renew for successive periods of one (1) year upon the expiry of the initial term or any renewal term, unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the then-current expiry date.

**6. FEES AND PAYMENT**

- **Pricing:** The Client shall pay the Contractor Fees for the Services as specified in the applicable SOWs. Pricing may be based on a fixed price for defined project phases or Deliverables, or on a time and materials basis for maintenance, support, or change requests, as agreed in writing. All Fees are exclusive of any applicable taxes, unless otherwise stated.

- **Payment Terms:**

- The Contractor shall invoice the Client according to the payment schedule outlined in each SOW or, if not specified, on a monthly basis for services rendered.

- All invoices shall be paid by the Client within thirty (30) days from the date of the invoice ("Due Date").

- The Client shall be responsible for all applicable taxes, duties, and government charges, including any value-added tax (if applicable under Qatar Law), arising from this Agreement. If the Client is required by Qatar Law to withhold any taxes from payments to the Contractor, the Client shall provide the Contractor with official tax receipts or other appropriate documentation to support such withholding.

- Any expenses incurred by the Contractor in the performance of the Services must be pre-approved in writing by the Client to be reimbursable.

- Without prejudice to any other rights or remedies of the Contractor, any amount not paid by the Due Date shall accrue interest at a rate of five percent (5%) per annum from the Due Date until full payment is received, calculated daily and compounded monthly, to the extent permitted by Qatar Law.

**7. CONFIDENTIALITY**

Both Parties acknowledge that in the performance of this Agreement, they may have access to or be exposed to Confidential Information of the other Party. Each Party (the "Receiving Party") agrees to protect and maintain the confidentiality of all Confidential Information of the other Party (the "Disclosing Party") with the same degree of care it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.

- **Obligations:** The Receiving Party shall:

- Use the Confidential Information solely for the purposes of performing its obligations under this Agreement.

- Not disclose, reproduce, or distribute the Confidential Information to any third party without the Disclosing Party's prior written consent.

- Limit access to the Confidential Information to its employees, subcontractors, and agents who have a legitimate "need to know" for the performance of this Agreement and who are bound by confidentiality obligations at least as stringent as those contained herein.

- **Exclusions:** The obligations of confidentiality shall not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.

- Is already known to the Receiving Party at the time of disclosure, without obligation of confidentiality.

- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

- Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure.

- Is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prior notice to the Disclosing Party to allow for protective measures, where legally permissible.

- **Duration:** The obligations of confidentiality under this Section 7 shall survive the termination or expiry of this Agreement for a period of five (5) years.

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

If the Services involve the processing of personal data, the Parties shall comply with Qatar Law No. 13 of 2016 on Protecting Personal Data ("PDPL") and any other applicable data protection laws in Qatar.

- **Roles:** For the purposes of personal data processed under this Agreement, the Client shall be considered the Data Controller, and the Contractor shall be considered the Data Processor.

- **Processor Obligations:** The Contractor shall:

- Process personal data only on the documented instructions of the Client, unless required to do so by Qatar 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.

- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures against unauthorised or unlawful processing and against accidental loss, destruction, or damage to personal data.

- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- Assist the Client, taking into account the nature of the processing, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client’s obligation to respond to requests for exercising the data subject’s rights under the PDPL.

- Notify the Client without undue delay, and in any event within seventy-two (72) 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 Qatar Law requires storage of the personal data.

- **Cross-Border Transfers:** The Contractor acknowledges that the Client’s personal data may be stored or processed outside of Qatar due to the Contractor’s location. The Contractor shall ensure that any transfer of personal data outside Qatar complies with the requirements of Qatar Law, including obtaining the Client's prior written consent and ensuring that adequate safeguards are in place as required by the PDPL.

**9. INTELLECTUAL PROPERTY**

- **Client IP:** All Intellectual Property Rights in any materials provided by the Client to the Contractor for the purpose of this Agreement shall remain the exclusive property of the Client. The Client grants the Contractor a limited, non-exclusive, non-transferable, royalty-free license to use such Client IP solely for the purpose of performing the Services.

- **Contractor Background IP:** All Intellectual Property Rights in the Contractor's proprietary software, tools, methodologies, or other materials developed by the Contractor independently of this Agreement or existing prior to the Effective Date ("Contractor Background IP") shall remain the exclusive property of the Contractor. The Contractor grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, and distribute the Contractor Background IP solely as embedded in or necessary for the operation of the Deliverables for the Client's internal business operations.

- **Foreground IP:** All Intellectual Property Rights in the Deliverables created specifically for the Client under this Agreement, including all software code (source and object), documentation, and designs ("Foreground IP"), shall be exclusively owned by the Client upon full payment of the Fees. The Contractor hereby assigns, and shall procure the assignment of, all such Foreground IP to the Client.

- **Open Source Software:** The Contractor shall notify the Client in writing of its intent to incorporate any open-source software ("OSS") into the Deliverables. The Contractor warrants that its use of OSS shall not subject the Foreground IP to any adverse open-source license terms requiring the Client to disclose its proprietary source code or to license its Foreground IP to third parties.

- **Non-Infringement Warranty:** The Contractor warrants that the Deliverables and their use by the Client in accordance with this Agreement will not infringe any Intellectual Property Rights of any third party.

**10. WARRANTIES**

Each Party warrants to the other that it has the full corporate power and authority to enter into and perform its obligations under this Agreement. The Contractor further warrants to the Client that:

- **Professional Standard:** The Services will be performed in a professional manner, with reasonable skill and care, in accordance with generally accepted industry standards and practices in the Technology sector.

- **Compliance with Specifications:** The Deliverables will conform in all material respects to the specifications set forth in the applicable SOWs and will be fit for their intended purpose as specified by the Client.

- **Compliance with Laws:** It will comply with all applicable Qatar Laws and regulations in the performance of the Services.

- **Non-Infringement:** The Deliverables, when used by the Client in accordance with this Agreement, will not infringe upon the Intellectual Property Rights of any third party.

- **Malware-Free:** All Deliverables provided by the Contractor will be free from viruses, worms, Trojan horses, and other malicious code or disabling devices.

- **Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED, ARE, TO THE FULLEST EXTENT PERMITTED BY QATAR LAW, HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**11. LIABILITY**

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

- **Super-Caps:** The limitation of liability in the preceding paragraph shall not apply to, or shall be subject to a higher cap of [e.g., three (3) times the total Fees paid/payable or a fixed amount of QAR 1,000,000], for:

- Claims arising from breach of Section 7 (Confidentiality).

- Claims arising from breach of Section 8 (Data Protection).

- Claims arising from breach of Section 9 (Intellectual Property), specifically the non-infringement warranty.

- **Unlimited Liability:** 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.

- Willful misconduct or gross negligence.

- Any liability that cannot be limited or excluded under Qatar Law.

- **Excluded Damages:** Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of anticipated savings, or business interruption, 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.

**12. COMPLIANCE & ETHICS**

Each Party warrants that it will comply with all applicable Qatar Laws, regulations, and internationally recognised ethical standards in the performance of its obligations under this Agreement, including but not limited to laws pertaining to anti-bribery, anti-corruption (e.g., Qatar Penal Code provisions), anti-money laundering, and sanctions and export controls. Each Party shall conduct its business with the highest level of integrity and shall not engage in any activity that could be construed as corrupt, fraudulent, or illegal.

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

- **Subcontracting:** The Contractor shall not subcontract any portion of the core Services to any third party without the Client's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding any consent, the Contractor shall remain fully responsible for the performance of the Services and the acts and omissions of its subcontractors as if they were its own acts and omissions.

- **Personnel:** The Contractor shall ensure that its personnel assigned to perform the Services possess the necessary skills, qualifications, and experience. All Contractor personnel working on the Client's premises, if any, shall comply with the Client's reasonable site rules and security procedures as notified to the Contractor.

**14. CHANGE CONTROL**

Any request for changes to the scope of Services, Deliverables, timelines, or Fees under this Agreement or any SOW must be made in writing by either Party. The Party proposing the change shall submit a "Change Request" detailing the proposed change and its impact. The receiving Party shall review and respond to the Change Request within a reasonable timeframe. No change shall be effective unless and until mutually agreed upon in writing by both Parties through a formal "Change Order" or amendment to the relevant SOW.

**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) to the extent such delay or failure is caused by an event of Force Majeure. An "Event of Force Majeure" means any event beyond the reasonable control of the affected Party, including acts of God, war, terrorism, riot, civil commotion, national emergency, fire, flood, earthquake, epidemic, pandemic, significant government restrictions, or major power outage. The Party affected by Force Majeure shall promptly notify the other Party in writing of the occurrence of such event and its expected duration, and shall use reasonable efforts to mitigate its effect. If an Event of Force Majeure continues for more than sixty (60) consecutive days, either Party may terminate this Agreement immediately upon written notice to the other Party, and neither Party shall have any further liability to the other, except for obligations accrued prior to termination.

**16. TERMINATION**

- **For Convenience:** The Client may terminate this Agreement for convenience at any time by providing the Contractor with ninety (90) days' prior written notice. In such event, the Client shall pay the Contractor for all Services performed and Deliverables accepted up to the effective date of termination, along with any reasonable demobilisation costs agreed in writing.

- **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 remedy that breach within thirty (30) days of receiving written notice specifying the breach and requiring its remedy.

- The other Party becomes insolvent, enters into liquidation, receivership, administration, or any analogous insolvency proceedings under Qatar Law, or ceases, or threatens to cease, to carry on its business.

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

- **Exit Assistance:** Upon termination or expiry of this Agreement for any reason, the Contractor shall, for a period of up to ninety (90) days and at the Client's reasonable request, provide all necessary assistance to the Client to ensure a smooth transition of the Services to the Client or a new service provider. Such assistance may include handover of source code, documentation, data, and knowledge transfer. The costs for such exit assistance shall be agreed upon between the Parties at the time of request, but will generally be at the Contractor’s standard time and materials rates.

**17. GOVERNING LAW AND DISPUTE RESOLUTION**

- **Governing Law:** This Agreement and any non-contractual obligations arising out of or in connection with it 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, including its existence, validity, interpretation, performance, breach, or termination, 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 commencement of the arbitration. The seat of arbitration shall be Doha, Qatar. The language of the arbitration shall be English. The number of arbitrators shall be one (1).

**18. NOTICES**

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given:

- When delivered personally, upon delivery;

- When sent by reputable overnight courier service, one (1) Business Day after deposit with the courier;

- When sent by registered or certified mail, return receipt requested, five (5) Business Days after deposit in the mail;

- When sent by email, upon successful transmission to the designated email address, provided no automated error message is received, and followed by a confirmation copy sent by another method above.

Notices shall be sent to the following addresses (or such other addresses as a Party may notify the other Party in accordance with this Section):

**If to Party A (Client):**

QTech Solutions W.L.L.

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

Attention: Legal Department

Email: [Client.Email@example.com - *Placeholder for specific email, if available*]

**If to Party B (Contractor):**

CodeBridge Technologies Ltd.

45 Innovation Street, London, United Kingdom

Attention: Managing Director

Email: [Contractor.Email@example.com - *Placeholder for specific email, if available*]

**19. MISCELLANEOUS**

- **Assignment:** Neither Party shall assign, transfer, charge, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party.

- **Entire Agreement:** This Agreement, including any SOWs, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter hereof.

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

- **Severability:** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. The Parties shall negotiate in good faith to agree on a mutually acceptable alternative provision.

- **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Qatar Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- **Independent Contractors:** The Parties are 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 any authority to bind the other Party to any third party.

- **Headings:** The headings in this Agreement are for convenience only and shall not affect its interpretation.

- **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one and the same agreement. The exchange of an executed Agreement by facsimile or electronic mail (e.g., PDF) shall be sufficient to bind the Parties.

**20. SIGNATURES**

**For Party A**

**QTech Solutions W.L.L.**

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

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

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

**For Party B**

**CodeBridge Technologies Ltd.**

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

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

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