



**Agreement
For**

**Between
QTERMINALS W.L.L.
&**

Agreement Reference:

QT/___/___/___

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DRAFT

THIS AGREEMENT FOR _____ IS MADE ON _____.

BY AND BETWEEN:

QTerminals W.L.L., a company incorporated and existing under the laws of the State of Qatar with registration number 98511, having its office address at 15th Floor, Shoumoukh Tower A, Building No. 58, St. 231, Zone 23, Fareej Bin Mahmoud, Doha, Qatar (hereinafter referred to as the **"Client"**);

And

_____, a company incorporated and existing under the laws of the [insert country] with registration number _____, having its office address at _____ (hereinafter referred to as the **"Service Provider"**);

each is referred to as a **"Party"** and collectively as the **"Parties"**.

WHEREAS,

The Client requires certain Services to be performed as specified further in this Agreement, including but not limited to, the provision of _____ services (hereinafter referred to as the **"Services"**), as further detailed in Schedule 1 of this Agreement;

The Service Provider has the necessary professional skills, competent Personnel (as defined below) equipment and experience to carry out the Services in accordance with the specific requirements of the Client; and

The Client desires that certain Services should be performed by the Service Provider on such terms and conditions as are set out throughout this Agreement and, the Service Provider has accepted to be engaged by the Client in the provision of such Services on the said terms.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the words and expressions shall have the following meanings:

Agreement means this agreement including any Schedules, appendices and/or attachments (as amended from time to time);

Affiliate means with respect to any person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with such person;

Commencement Date means the date from which this Agreement takes effect as specified in Clause 2;

Confidential Information means, (i) all information of the Client concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with the Client or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or

use of the Client information referenced above and (iv) any information which according to applicable law is confidential, whether in written, oral or visual form, disclosed by the Client (or its Affiliates or Representatives) to the Service Provider in relation to this Agreement. Such Confidential Information shall remain the property of the Client and shall not be given or disclosed to any third party without the qClient's prior written consent. The Service Provider shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether by ownership of a majority of the equity of such entity or, through the ability to exercise voting power by contract or otherwise

Data Protection Legislation means all applicable laws relating to the processing, privacy and use of personal data, as applicable to the Service Provider providing Services under the Agreement, and in accordance with these Terms and Conditions, including but not limited, as applicable, to Qatar's Data Protection Legislation, and/or any corresponding or equivalent laws that apply to the Service Provider; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

Fees means the amounts to be invoiced by the Service Provider and paid from time to time by the Client under this Agreement;

HSE means health, safety and environment;

HSE Requirements means all applicable international, national and local health, safety and environmental laws, rules and regulations including those requirements and procedures instructed by Client and as modified from time to time;

Intellectual Property Rights means any copyrighted material (of whatever nature) patent, inventions (whether patentable or not), registered design, copyright, database rights, design rights, topographical rights, trademark, trade name, an application to register any of the aforementioned, trade secret, service marks and any other proprietary rights in intellectual property or industrial property rights, of every kind and nature, in any part of the world, including, without limitation:

- a- Any renewals, amendments and extensions made under the laws of any country; and
- b- The right to apply for the registration of any of those rights in any country in the world arising under statutory or common law, existing or hereafter filed, issued, or acquired;

Loss means any losses (including reputational losses), claims, demands, damages, costs, charges, expenses (including legal and accounting fees, expenses, court and investigation cost, litigation with attorney and other professional fees), fines and penalties or liabilities which may be demanded, suffered, incurred or made against the Client or its Affiliates relating to or arising directly or indirectly out of or in connection with this Agreement;

Liquidated Damages has the meaning as given in Clause 12;

MoT means Ministry of Transport;

Personnel means the Service Provider's staff, employees, sub-contractors and suppliers assisting the Service Provider in the execution of the Services;

Port means Hamad Port, Qatar;

Project Schedule means the schedule for performance of the Services for timely completion of the Services as and if specified in Schedule 3;

Public Official means any officer, servant or other person appointed in any official capacity at any level of any national, regional or local governmental office, agency or department;

Purchase Order means the commercial document issued by the Client which specifies the required Services to be supplied by the Service Provider under this Agreement;

Related Person means a Party's Affiliates, officers, directors, shareholders, agents and any other person acting directly or indirectly on its behalf;

Representatives means, in relation to the Client, its financial, legal, tax or accounting advisers, auditors, commercial bank lenders, investors and/or consultants engaged or to be engaged, at any time, in relation to the Services.

Schedule(s) means all the schedules incorporated into this Agreement;

Services means the services described in Schedule 1 to be performed by the Service Provider in accordance with the Agreement;

Service Levels means the service levels in respect of the Services, as may be specified in Schedule 1;

Site means any location or premises for performance of the Services, as instructed by the Client;

Specifications means, any specific requirement and/or description of the Services, as detailed in Schedule 1;

Term means the term of this Agreement, as specified in Clause 2;

Total Agreement Value means the anticipated total sum of the Fees to be paid by the Client to the Service Provider under this Agreement as identified in Schedule 2;

In this Agreement unless the context otherwise requires:

- a) A reference to a statute or statutory provision includes a reference;
 - i. to that statute or provision as from time to time amended, modified, re-enacted or replaced; and,
 - ii. to any repealed statute or statutory provision which it re-enacts (with or without modification).
- b) Words in the singular include the plural, and vice versa;
- c) Words importing any gender include all genders;
- d) A reference to a person includes any individual, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) or two or more of the foregoing and any other legal entity;

- e) References to Clauses, Sub-Clauses and Schedules in this Agreement are to Clauses, Sub-Clauses and Schedules of this Agreement, unless expressly stated otherwise. The Schedules of this Agreement shall form an integral part of this Agreement;
- f) Headings to clauses, sub-clauses and Schedules in this Agreement are for convenience of reference only and are not to be considered in the construction or interpretation of this Agreement;
- g) References to this Agreement include this Agreement as amended or varied in accordance with its terms;
- h) References to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or novated; and
- i) Any references to “day”, “month” and “year” shall mean a reference to a calendar day, calendar month and calendar year respectively.

2 AGREEMENT TERM

- 2.1 Unless otherwise terminated earlier in accordance with Clause 24, this Agreement shall commence on [___] (hereinafter referred to as the “**Commencement Date**”) and shall continue for a period of [___] (hereinafter referred to as the “**Term**”).
- 2.2 This Agreement may be extended under the same terms and conditions (unless otherwise specified by the Client) for an additional period specified by the Client at its absolute discretion provided that the Client submits to the Service Provider thirty (30) days’ written notice prior to the end of the Term.

3 PROVISION OF SERVICES

- 3.1 The Service Provider shall deliver the Services to the Client in conformity with this Agreement and in accordance with Schedule 1 hereof and, any other requirements that may be specified by the Client.
- 3.2 In all events, where materials or equipment are required to be procured by the Service Provider for the purpose of this Agreement, they shall be procured from the local Qatari market where available.
- 3.3 Where practicable, the Service Provider shall give a fair and reasonable opportunity for parties from Qatar to be considered and appointed as subcontractors.

4 SERVICE PROVIDER’S OBLIGATIONS

- 4.1 The Service Provider undertakes to:
 - a. Exercise all reasonable skill, care and diligence in the performance of its obligations under the Agreement;
 - b. Provide the Services in accordance with the Agreement;
 - c. Provide competent, experienced and suitably qualified Personnel to perform the Services;
 - d. Carry out its obligations under the Agreement properly and with due care and attention; and,
 - e. Perform all Services with the above degree of skill and knowledge.
- 4.2 The Service Provider further warrants that:
 - a. It shall comply with the required Specifications and meet the requirements of the Client;

- b. It shall carry out all actions, matters and other things considered incidental and necessary for the efficient and proper supply of the Services;
- c. It shall at all times ensure that the supply of the Services cause minimum disruption to the business activities and operations of the Client;
- d. It shall, fully comply with all laws, regulations and standards applicable to the performance of the Services including policies, standards, directions and procedures of the Client and relevant to the Services, and ensure that all required approvals and consents are obtained whether in the State of Qatar or elsewhere, as applicable;
- e. The supply of the Services, and the use of the Services, does not and will not contravene any laws and regulations or, infringe the rights of a third party (including any Intellectual Property Rights);
- f. The Services will be performed in a safe, competent and professional manner;
- g. At no additional charge and without prejudice to any other rights or remedies of the Client, re-perform any of the Services that do not meet the requirements of the Agreement; and
- h. Ensure all tools and equipment used for the purposes of supplying the Services are maintained, calibrated, certified and, are in good and safe working condition;
- i. It shall obtain and maintain all insurances required in accordance with this Agreement.

5 CLIENT'S OBLIGATIONS

5.1 The Client shall:

- a. Cooperate reasonably with the Service Provider in all matters relating to the Services; and
- b. Use reasonable efforts to facilitate access to the Site as may reasonably be requested by the Service Provider to the extent required to conduct the Services.

6 SITE & PORT PASS

- 6.1 All Services shall be carried out at the Site. If the Client requires the Service Provider to carry out any Services at the Port, the Service Provider shall be required to obtain a port pass for entry, as required by the MoT.
- 6.2 It shall be the responsibility of the Service Provider to arrange for gate passes and permits for its Personnel and vehicles assigned to the Services under this Agreement to access the Port. In this respect, the Service Provider shall make itself aware of the latest rules and regulations applied by the MoT for the issue of such passes. The Service Provider shall observe any conditions imposed by the MoT. All costs associated with the provision of such gate passes for the Services shall be borne by the Client.
- 6.3 Any delay or expenses for securing necessary permissions or permits from the MoT shall not entitle the Service Provider to any claim for extension of time to complete the delivery of the Services date or additional remuneration.

7 HEALTH, SAFETY AND ENVIRONMENT

- 7.1 The Service Provider shall adhere to and pursue the highest standards of HSE Requirements, as may be applicable to the provision of the Services under this Agreement.
- 7.2 The Service Provider is a responsible employer and confirms that it provides and will continue to provide a safe working environment for, and ensure the safety and wellbeing of, all their Personnel. The Service Provider represents, warrants and undertakes that any and all of its

Personnel working on Client matters will not exceed the reasonable working hours of the country in which they are based thereby ensuring that their health and wellbeing is not compromised in any way in their workplace.

- 7.3 The Service Provider shall ensure that all Personnel are fully familiar with and comply with HSE Requirements and the Clients' HSE Management of the Suppliers and Contractors Document (Doc. No. QT-HSE-MSS-10) and other policies and procedures which the Client may issue from time to time.
- 7.4 The Service Provider shall regularly monitor its HSE performance and record performance data on a basis that conforms in all material respects with applicable industry standards and conduct an annual review of its HSE plan. The Service Provider shall at the Clients' request provide documentary evidence to the Client that it has complied with the HSE plan.

8 MONITORING AND REVIEWING

- 8.1 The Client reserves the right to monitor and review the Services to determine that they meet the requirements specified in this Agreement and are in accordance with applicable laws and regulations.
- 8.2 If, following monitoring, reviewing of the Services, the Client is not satisfied that they meet the requirements of this Agreement, at its discretion, the Client may:
 - a) Require the Service Provider to modify/re-perform the defective Services to meet the requirements at the Service Provider's full expense.
 - b) Withhold the payment until the Services meet the requirements if the Service Provider fails to modify or reperform the Services when requested to do so by the Client within the agreed time frame.
 - c) Where following review of the Services, the Services further fail, the Client may reject the completion of the Services (where it is applicable) or conditionally accept the Services on terms and conditions to which the Parties may agree on.
 - d) Where the Client rejects the completion of the Services, considering the urgent requirement of the Services, the Client may request a third party to complete the Services at the Service Provider's full expense.
- 8.3. For the avoidance of doubt, monitoring and reviewing the Services shall not mean acceptance of the Services by the Client and the Client's rights under this Agreement shall not be construed or waived.

9 REPORTING

From the Commencement Date until the end of the Term, the Service Provider shall keep the Client properly informed about the progress of the Services and, in particular, shall prepare and deliver to the Client a monthly report containing information, in a reasonable level of detail consisting of:

- a) Progress of performance;
- b) Performance issues that the Client should be made aware of;
- c) Updates of issues identified in previous reports;
- d) Any other relevant information.

10 PERMITS & LICENSES

The Service Provider shall obtain all permits, licenses and approvals required by law or by national public entities to perform the Services; and the Service Provider shall indemnify and hold the Client harmless against any form of consequence of any failure to do so.

11 INVOICING, PAYMENT, AND GUARANTEES

- 11.1** In exchange for providing the Services in full conformity with this Agreement, the Client shall pay the Service Provider for the provision of Services in accordance with this Agreement, as further specified in Schedule 2 (or as mutually agreed to by the Parties).
- 11.2** The Service Provider (at his cost), at the request of the Client, shall, within ten (10) days of this Agreement being signed, deliver to the Client an unconditional and irrevocable performance bond payable upon first demand and issued in accordance with the wording that will be deemed satisfactory to the Client amounting to ten percent (10%) of the Total Agreement Value, and it shall be issued by a reputable bank operating in the State of Qatar, or any other International Bank accepted by the Client ("**Performance Bond**"). The Service Provider shall ensure that the Performance Bond is valid and enforceable throughout the Term, including the guarantee and maintenance period (if applicable) to cover any default due to deficiency that may appear in the Services, or in any part of the Services or contractual obligations.
- 11.3** Should the Total Agreement Value increase during the Term, the Service Provider shall promptly increase the amount of the Performance Bond.
- 11.4** It is the responsibility of the Service Provider to keep the Performance Bond valid throughout the Term and as stipulated in the attached Schedules of this Agreement. All costs associated for such extensions and amendments shall be borne by the Service Provider. If the Service Provider fails to extend the validity of the Performance Bond thirty (30) days prior to its expiry date, the Client may immediately claim the full amount of the Performance Bond.
- 11.5** Should the Service Provider be entitled to an advance payment as stipulated in Schedule 2 of this Agreement, the Service Provider shall provide corresponding advance payment advance payment bank guarantee for the full advance payment amount, by a reputable bank operating in the State of Qatar. The advance payment shall be repaid at the amortization rate instructed by the Client. For the avoidance of doubt, the Service Provider shall have repaid the full amount of the advance payment prior to the expiry of the Term.
- 11.6** Unless otherwise agreed by the Parties in this Agreement, the Service Provider may invoice the Client for the Fees at the time the Client notifies the Service Provider that the Services have passed any required modification/re-performance in accordance with Clause 8, or as further agreed between the Parties. The Client shall review the invoice and payment of all valid and undisputed invoices shall be made to the Service Provider within thirty (30) days from the date of receipt thereof.
- The invoices shall:
- Bear reference to this Agreement;
 - Clearly state the reason for which payments or stage payments are required;
 - Be supported by the necessary documents to enable the Client to review and accept them;
 - State the bank details where payments are to be made;
 - Be signed by the Service Provider's representative; and
 - Contain description of the Services performed exactly as stated in this Agreement.

- 11.7** The Service Provider has within the Total Agreement Value accounted for all its obligations under this Agreement and all things necessary for its proper execution including costs, overheads, expenses, taxes or duties within the Fees, and no further amounts are payable by the Client, unless otherwise agreed in writing by the Client. The Fees shall not be subject to any escalation or inflation during the Term of this Agreement. Any change in the Fees shall be communicated in writing by the Service Provider and approved by the Client by incorporating an addendum and, shall be applicable after the date of signing such addendum by both Parties.
- 11.8** If the invoice or any part of the invoice is found to have been rendered incorrectly, the Service Provider shall revise and re-issue a new invoice and, if this occurs after payment has been made, then to the extent it has been incorrectly rendered, any overpayment shall be recoverable by the Client from the Service Provider. The Client shall be entitled to offset any overpayments of the Fees made against any amount subsequently due by the Client to the Service Provider. Without waiver or limitation of any of its rights under this Agreement or at law, the Client shall be entitled to deduct from any amounts due to the Service Provider under this Agreement any and all amounts of any debt due from the Service Provider to the Client.
- 11.9** Payments made by the Client shall not be construed as a waiver of any right or acceptance of the Services.
- 11.10** Without any prejudice to the Client' rights, if the Client disputes the amount of any invoice, the Client may, on written notice to the Service Provider, withhold or suspend payment of any disputed part of the invoice until the dispute is resolved. In such event, the Service Provider must continue to perform its obligations under this Agreement while the dispute is resolved.
- 11.11** In the event the Client has not received any invoice of the Services under this Agreement one hundred and eighty (180) days after the satisfactory performance of the Services, such Services shall not qualify for invoicing and shall not be payable.
- 11.12** The Service Provider shall be responsible at all times for all taxes, withholds, fees, imports and other duties including customs duties of any kind, which may be levied on the Service Provider or its Personnel in any country because of the signature or performance of this Agreement.
- 11.13** The Service Provider shall submit an income tax declaration to the appropriate authorities in accordance with the laws of the State of Qatar as applicable. To the extent required under the same laws, the Client is required to inform the foregoing authorities that the Agreement has been entered into and specify payments made or due to the Service Provider hereunder.
- 11.14** Where required under the Qatar Tax Regulations, the Service Provider shall apply for a tax card with the General Tax Authority. In the event that the Service Provider does not provide for a tax card, the Client shall deduct withholding tax from payments made to the Service Provider in accordance with the Qatar Tax Regulations and pay such withholding tax to the General Tax Authority and provide the Service Provider with a certificate evidencing the payment of this tax to the General Tax Authority.
- 11.15** On payments made to project specific temporary branches registered in Qatar with activity more than 180 days in a year, the Client will retain 3% of the invoice amount and when requested by the General Tax Authority remit any amount so retained to the appropriate authorities. Any such retentions retained by the Client will be released to the Service Provider upon production of a Tax Clearance Certificate by the Service Provider. Failure by the Client to do so shall not relieve the Service Provider from its liability to pay the tax concerned.
- 11.16** To the extent the Services being provided under this Agreement are, or will, during the course of this Agreement, be subject to Value Added Tax ("VAT") under Qatar law, the Service Provider shall add VAT to the invoice at prevailing rate as applicable. The Client shall pay the VAT to the Service Provider, if the Service Provider provides valid VAT invoice which is in accordance with prevailing Qatar law. The Service Provider will provide details of its VAT registration and such

other information as is reasonably requested in connection with the Clients' VAT reporting requirement in relation to the provision of Services under this Agreement.

- 11.17 The payment procedure referred to in this Clause shall apply mutatis mutandis to the payment of such additional amounts that may become due to the Service Provider as a result of variation of other terms to this Agreement.

12 LIQUIDATED DAMAGES

- 12.1 The Parties acknowledge that it would be difficult -if not impossible- to accurately determine the value of damages suffered by the Client as a result of delay, failure or non-performance with respect to delivery of the Services and that the Liquidated Damages (as defined below) constitute a genuine and reasonable pre-estimation of the probable damages that the Client may suffer, and are not disproportionate to the legitimate interests of the Client that they are designed to protect.
- 12.2 Provided that it is not stipulated otherwise in the Schedules, in any event of Service Provider's delay, failure or non-performance with respect to delivery of the Services, the Service Provider shall pay delay damages to the Client for such default. These delay damages shall consist of a sum equivalent to 1% of the Total Agreement Value for each day of delay, failure or non-performance in respect to the delivery of the Services ("**Liquidated Damages**"). The total Liquidated Damages shall be capped at 10% of the Total Agreement Value.
- 12.3 The Parties hereto acknowledge and agree that the sums payable under this Clause constitute the Liquidated Damages (and not penalties) and are in addition to any other rights of the Client under the Agreement.
- 12.4 The Client shall be entitled to set-off any Liquidated Damages amounts due and payable by the Service Provider under this Agreement against any amounts otherwise payable by the Client to the Service Provider.

13 INDEMNITY AND LIMITATION OF LIABILITY

- 13.1 The Service Provider shall indemnify, defend and hold the Client harmless from and against any and all Loss resulting from, arising out of or relating to any breach, nonfulfillment of or failure by the Service Provider to perform any warranty, term, covenants, obligations or agreements contained herein.
- 13.2 To the maximum extent permitted by law, the Client's maximum aggregate liability to the Service Provider shall not be more than half of the Total Agreement Value. If the Agreement is primarily a continuing performance agreement with a term of one (1) year or more, the Total Agreement Value will be set at the total of the Fees that the Client has paid during the three (3) months prior to the event giving rise to damage, exclusive of VAT.
- 13.3 The liability of the Client for indirect loss, including intangible loss or harm, consequential loss, lost profits, missed savings, loss of data and business interruption losses, is at all times excluded.

14 AUDIT AND RECORDS

- 14.1 The Client shall have the right during the Term and three (3) years thereafter to instruct a third-party auditor to audit the accounting records of the Service Provider, and the Client shall have access to all records, books, premises, staff and other facilities ancillary to the Service Provider's

performance of this Agreement for verifying any Fees, facilities, and Services provided under this Agreement. The Client shall be able to exercise the rights contained herein within seventy two (72) hours of written notice being provided to the Service Provider.

- 14.2 Where the audit reveals that the Service Provider's performance is not conforming to the required obligations and specifications under this Agreement, the Service Provider must ensure that all necessary actions are taken to remedy the non-conformity.
- 14.3 The Service Provider is required to ensure that its Personnel also comply with any reasonable directions provided by the Client and are ready to allow access to auditors to verify records as mentioned in Clause 14.1.
- 14.4 All financial and operational records must be retained by the Service Provider, and the Service Provider shall ensure the same of its Personnel; in an auditable and accessible format during the Term of this Agreement and three (3) years following termination or expiry.

15 TIMELY PERFORMANCE

- 15.1 Time is of the essence in this Agreement.
- 15.2 Notwithstanding any other entitlements and rights available to the Client herein, if the Service Provider does not provide the Services within the required time for performance, the Client shall maintain the option to reject the Services or part of the Services that have not been provided and, may require the supply of such Services by a third-party.

16 NOTICE OF DELAY

If the Client identifies any delay for the timely performance of this Agreement and/or the Services, the Client may provide a written notice to the Service Provider communicating all relevant information ("**Notice of Delay**"). For the avoidance of doubt, upon receiving the Notice of Delay, the Service Provider shall accelerate the provision of Services at no additional cost incurred to the Client. Such notice shall not constitute a basis for extension of any delivery schedule and shall not be construed as a waiver by the Client of any rights or remedies which the Client is entitled to.

17 INSURANCE

During the Term, the Service Provider shall, at its own expense, maintain in full force and effect necessary insurance coverage in an amount sufficient to protect the Service Provider and the Client from all claims which may arise out of or result from the Service Provider's performance under this Agreement. Where applicable, such insurance may include public/third-party liability, professional indemnity, product liability, workers compensation, marine cargo insurance, all risk insurance, property all risk insurance, installation all risk cover, automobile liability insurance and any other insurance that is deemed as applicable. Upon the Client's request, the Service Provider shall provide the Client with documentation to evidence the insurance coverage. The Client's acceptance of any insurance documents shall not constitute acceptance of the adequacy of coverage.

18 VARIATION

- 18.1** The Client reserves the right at any time to modify its requirements with reasonable written notice to the Service Provider to increase or decrease the specifications for the Services supplied under this Agreement.
- 18.2** For the avoidance of doubt, any variation to the terms of this Agreement shall be mutually made in writing and shall become effective from the date the last Party signs it.
- 18.3** The Service Provider shall provide a reasonable written quotation, if/when requested by the Client, detailing the variation requested, the variation to the Fees and all relevant specifications relating to the varied Services.
- 18.4** The Client shall have the right to accept or reject the variation quotation and shall not be required to pay any additional Fees unless and until the Client accepts the variation quotation.

19 CONFIDENTIALITY

- 19.1** The Service Provider agrees and shall cause the Personnel and its Related Parties to use the Confidential Information solely for the purpose of this Agreement and no other purpose whatsoever, and, to not divulge to any third party the terms of this Agreements, and any documents in connection with this Agreement and to not disclose any information that is considered 'Confidential' without obtaining prior written consent from the Client.
- 19.2** The obligations of confidentiality under this clause do not extend to information which (whether before or after this Agreement):
 - a.** Is required by law, regulation, government body, stock exchange or court order to disclose the information;
 - b.** Is public knowledge (and has not become public knowledge because of either Party's breach of confidentiality); or,
 - c.** Is rightfully known to, or in the possession or control of the Service Provider, and not subject to an obligation of confidentiality on the Service Provider.
- 19.3** The Service Provider undertakes during the continuation of this Agreement:
 - a.** to keep confidential, in safe custody all the Client's Confidential Information and not to disclose the same to any third party;
 - b.** not to use the Client's Confidential Information for any purpose other than in connection with this Agreement;
 - c.** to limit access to the Client's Confidential Information to those of the Personnel and its Related Parties who reasonably require such information for the purposes of this Agreement and to take reasonable steps to ensure that each such employee shall observe the restrictions as to confidentiality, disclosure and use;
 - d.** to take all measures to ensure that no breach occurs as a result of the Service Provider's actions with respect to the secrecy provisions of the Client's agreements with third parties.
- 19.4** The obligations contained in this clause shall continue during the period of this Agreement and for a period of three (3) years from the effective date of the termination of this Agreement, notwithstanding the completion of the Services or the termination of this Agreement.
- 19.5** The Service Provider shall maintain effective security measures to protect all the Confidential Information in the possession or control of the Service Provider from any unauthorized access, use or disclosure.
- 19.6** The Service Provider shall notify the Client immediately in writing if the Service Provider becomes aware of any anticipated, suspected or actual breach of this clause and take all reasonable measures to prevent or cease that breach at the Service Provider's expense.

- 19.7** In the same fashion, the Client undertakes that any Confidential Information belonging to the Service Provider for the purpose of this Agreement will be held confidential by the Client and its Affiliates. The provisions of this Clause will apply mutatis mutandi to the Client and its Affiliates.

20 DATA PROTECTION

- 20.1** The Service Provider shall comply with all applicable requirements of the Data Protection Legislation.
- 20.2** Notwithstanding the provisions of this clause, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under this Agreement:
- a.** Process the data in accordance with the Client's documented written instructions;
 - b.** Use and process data to the extent, and in such manner, as is necessary for the provision of the Services;
 - c.** Implement technical and organizational appropriate measures to protect the data against unauthorized or unlawful processing and against accidental, loss, destruction, damage, alteration or disclosure;
 - d.** Ensure that all Personnel requiring access to the data are obliged to keep the personal data confidential;
 - e.** Notify the Client immediately upon becoming aware of any personal data breach;
 - f.** Obtain the Client's prior written consent to transfer the data to any sub-contractors or affiliates for the provision of the Services; and
 - g.** Maintain complete and accurate records and information to demonstrate its compliance with this clause.

21 COMPLIANCE

- 21.1** The Service Provider confirms it has read, understood and is in compliance with the "QTerminals Third Party Code of Conduct" and with the principles of the "QTerminals Code of Conduct" and shall to the extent required, for the purpose of this Agreement, act in accordance with such documents.
- 21.2** The Service Provider shall comply with all applicable state and local rules, regulations and laws of the State of Qatar and as may be applicable elsewhere to the Service Provider's provision of Services. The Service Provider shall ensure that its Personnel and its Related Parties follow the relevant international, national, and local health, safety and environmental laws, rules and regulations and comply with the respective procedures set forth by the Client.
- 21.3** The Service Provider is in compliance and will stay in compliance with all applicable anti-bribery, anti-corruption and anti-money laundering laws. The Service Provider certifies represents and warrants that it has never been, nor is it currently implicated in any way (including accused, investigated, charged, arrested, or prosecuted) for corruption, bribery, money laundering, fraud or making corrupt payments and that the Service Provider has never been fined, penalized,

convicted or found guilty for any violation of any applicable anti-bribery, anti-corruption or anti-money laundering laws.

- 21.4** Without prejudice to the generality of the foregoing provisions, the Service Provider undertakes and warrants to Client that neither he nor any of its Related Parties or Personnel, shall, directly or indirectly, in relation to this Agreement, give, promise or attempt to give, or approve or authorize the giving of, anything of value to: (a) any employee, officer or director of the Client or its Affiliates; or (b) any other person, including any Public Official; for the purpose of (i) securing any improper advantage; (ii) inducing or influencing a Public Official to take or refrain from any action in order to directly or indirectly obtain or retain business.
- 21.5** Service Provider further warrants and undertakes to Client that to the best of its knowledge, neither Service Provider nor any of its Related Parties or Personnel has carried out any of the actions described in Clause 21.3 above.
- 21.6** The Service Provider represents, warrants and undertakes that during the performance of this Agreement, neither it nor any of its Related Parties or Personnel is or will be subject to any sanctions issued and administered by the United Nations Security Council, the European Union, the Office of Financial Sanctions Implementation of His Majesty's Treasury in the United Kingdom, the Office of Foreign Assets Control of the U.S Treasury Department or by the State of Qatar.
- 21.7** Without prejudice to any other rights and entitlements herein, and for the avoidance of doubt, if the Service Provider, its Related Parties, Personnel, agents or other intermediaries acting on its behalf is implicated or alleged to having breached or breaches any of the obligations, representations, warranties and undertakings under Clauses 21.1, 21.2, 21.3, 21.4, 21.5 and 21.6, the Client may terminate this Agreement with immediate effect and without incurring any liability.

22 CHANGE IN LAW

- 22.1** In the event that a Party's performance of obligations or ability to enforce its rights as set out in this Agreement is impacted due to any changes in or additions to the laws or regulation in any country in which the Services are required by the Client to be performed subsequent to the Commencement Date, the Parties shall negotiate in good faith to accommodate such changes to this Agreement.
- 22.2** For the avoidance of doubt this Clause shall not apply to any changes in labor costs.

23 INTELLECTUAL PROPERTY RIGHTS

- 23.1** All Intellectual Property Rights developed by the Service Provider under this Agreement shall vest in the Client upon creation. The Service Provider hereby irrevocably assigns to Client by way of present and future assignment (as applicable) its whole right, title and interest in and to such Intellectual Property Rights free from all liens, charges and encumbrances at no cost to the Client and without imposing further conditions with the intent that the same shall vest in the Client immediately or, in the case of goods, documentation or other deliverables not yet in existence, that the Intellectual Property Rights shall so vest immediately upon coming into existence.
- 23.2** The Service Provider shall defend, indemnify and hold harmless the Client from and against all claims resulting from any proceeding brought against the Client or its Affiliates based on a claim that any goods or services, or their use in the manner intended by the Service Provider, infringe any patent or other intellectual property right. The Service Provider shall pay any judgment awarded as a result of any such proceeding against the Client or its Affiliates or the Client's Related Parties. If the use of any such goods or services as intended by the Service Provider is prohibited, the Service Provider shall, at its own expense, either obtain for the Client and its Affiliates the right to continue using such goods or services, replace it with a non-infringing good (at the Clients' satisfaction), or refund the purchase price together with any incurred costs.

24 TERMINATION

- 24.1** The Client may terminate this Agreement immediately by providing a written notice to the Service Provider if:
- a. The Service Provider commits a breach of the terms of this Agreement and the breach is not cured to the Client's satisfaction within fifteen (15) days of notice of such breach;
 - b. The Service Provider is materially or repeatedly in breach of any term of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement. For the avoidance of doubt, "repeatedly in breach" means a minimum of three (3) times during the Term;
 - c. The Service Provider or any of its Personnel commit any act of fraud or dishonesty in relation to this Agreement;
 - d. The Service Provider becomes insolvent or is declared bankrupt;
 - e. The Service Provider is placed under guardianship or an administration is appointed on the part of the Service Provider
 - f. The Service Provider's company is wound up or taken over;
 - g. The Service Provider discontinues its current business
 - h. A significant portion of the Service Provider's assets are seized
 - i. The shares in or the assets of the Service Provider's company are transferred to a third party;
 - j. The Service Provider must for any other reason be deemed unable to fulfill the obligations under the Agreement;
 - k. The Service Provider's license is withdrawn, which license is required for the execution of this Agreement; or,
 - l. The Service Provider does anything that materially damages or is likely to materially damage the reputation of the Client.
- 24.2** Notwithstanding the above, the Client may, by providing thirty (30) days written notice to the Service Provider, terminate this Agreement in whole or in part for convenience without cause, in which case the Service Provider shall be compensated for Services properly rendered prior to the effective date of termination.

24.3 It is agreed between the Parties that the compensation referred to in Clause 24.2 shall be in full and final settlement and release of each and every claim that the Service Provider has or may have against the Client arising out of or in any way connected with this Agreement.

24.4 In case of termination, the Client shall be entitled to perform or complete the Services itself and/or arrange for others to do so.

25 EFFECT OF TERMINATION OR EXPIRY

25.1 The termination of this Agreement shall not prejudice or affect any accrued right, power or remedy, which has accrued or shall accrue to either Party prior to or after such termination or expiry.

25.2 As soon as practicable after expiry or termination of this Agreement, the Service Provider shall at no further cost to the Client:

- a. Return to the Client all equipment, documents, records and materials provided by the Client or retained by the Service Provider for this Agreement;
- b. Erase all Confidential Information from its computer and communications systems and devices used by it, its Related Parties and Personnel, including such systems and data storage services provided by third parties (in each case to the extent technically and legally practicable)
- c. Provide to the Client a written copy of all the documents produced as part of the Services provided under this Agreement;
- d. Return to the Client all copies of the Confidential Information and any other information specific to the Client that is in the possession of the Service Provider or sub-contractors;
- e. Provide any such services reasonably required by the Client for the orderly, uninterrupted transition of the supply of the relevant Services to the Client.

25.3 Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of the Agreement shall remain in full force and effect.

26 CONFLICT OF INTEREST

26.1 The Service Provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Agreement, a conflict of interest arises for any reasons, the Service Provider shall promptly disclose the same to the Client and seek its instructions. Failure to do so will be considered a significant breach of this Agreement entitling the Client to immediate termination and compensation for any damages it would suffer.

26.2 The Service Provider shall not engage and shall cause the Personnel and its Related Parties not to engage, either directly, or indirectly, in any business or professional activities which may conflict with the activities assigned to them under this Agreement.

27 ADVERTISING & PUBLICITY

- 27.1** The Service Provider agrees that they may not in any way use the name of any member of the Client's personnel in any advertising, packaging, promotional material or any other publicity without the Client's prior written consent.

28 SUB-CONTRACTING

- 28.1** The Service Provider shall not engage any sub-contractor under this Agreement without first obtaining the prior written consent of the Client. Such consent shall not relieve the Service Provider of any of its obligations hereunder, nor shall it create any contractual relations between the Client and the Service Provider's sub-contractors.
- 28.2** Once approved, such sub-contractors shall not be replaced, except with the written permission of the Client.
- 28.3** The Service Provider shall remain responsible for any acts or omissions of approved sub-contractors to the same extent as if such acts or omissions were applicable to the Service Provider.
- 28.4** The Service Provider must ensure that sub-contractors comply with all laws and standards applicable to the performance of the Service Provider's obligations under this Agreement and, possess adequate experience in the related Services.
- 28.5** The Client shall have the right to reject any sub-contractor suggested by the Service Provider, without assigning any reason whatsoever and without being liable for compensation.

29 ASSIGNMENT

- 29.1** The Service Provider shall not assign or transfer any of its rights or obligations under this Agreement or any part thereof, nor shall it assign or transfer any share or interest therein in any manner without obtaining the prior written approval of the Client.
- 29.2** The Client shall have the right to assign, transfer or pledge all of its rights and obligations under this Agreement or any part thereof, or any share or interest therein on reasonable notice, without the consent of the Service Provider.

30 GOVERNING LAW AND DISPUTE RESOLUTION

- 30.1** This Agreement, and legal relations of the Parties hereto, shall be governed by, construed and enforced in accordance with the laws and regulations of the State of Qatar.
- 30.2** No Party is entitled to commence any action or proceedings before attempting to resolve any dispute in accordance with the amicable process prescribed in this clause.
- 30.3** Any dispute between the Parties arising out of or in connection with the terms or interpretation of this Agreement will be resolved amicably as follows:
- Either Party may notify the other Party with a written request to settle the dispute setting out the details of the dispute.
 - Delegates of the Parties with authority to settle the dispute will meet once within two (2) weeks from the date of the said written notice and endeavor to resolve the dispute.
 - If the dispute is not resolved at the meeting, the Parties must then refer the dispute to the senior executive of each Party. The senior executive of each the Parties shall meet once within

two (2) weeks from the date the dispute is referred to the senior executive and endeavor to resolve the dispute.

Any amicable settlement discussions shall be confidential and without prejudice and shall not be referred to or disclosed in any subsequent arbitration or related proceedings.

- 30.4** After exhaustion of the amicable process prescribed in this clause above, if the dispute is not fully resolved, then either Party may refer the dispute for final settlement by the Courts of the State of Qatar unless the dispute, controversy or claim is above QAR 500,000 (five hundred thousand Qatari Riyals) in which case it shall be settled by arbitration in Qatar at the Qatar International Center for Conciliation and Arbitration (“**QICCA**”) by a sole arbitrator appointed by QICCA and such arbitration shall be conducted in English and in accordance with the Rules of the International Chamber of Commerce (“**ICC**”). The arbitration award shall be final and binding on both parties.
- 30.5** Arbitration may be commenced prior to or after completion of the Services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Services.

31 RELATIONSHIP OF PARTIES

- 31.1** Nothing in this Agreement gives rise to any relationship of partnership, agency, employment, franchise, joint venture or otherwise between the Parties. The Service Provider hereby acknowledges and agrees in respect of its undertakings and obligations under this Agreement that it is an independent Service Provider and warrants that it will not hold itself out to any third parties as being a partner, agent, employee or otherwise of the Client.
- 31.2** The Service Provider shall act as an independent Service Provider in providing the Services, maintaining complete control over its Personnel and Related Parties and shall in no case represent the Client or act in its name without its prior written approval.

32 NOTICES

- 32.1** Any notice or demand to be made by one Party to another in respect of this Agreement shall be delivered by hand or by internationally recognized courier at the address specified above (or such other addresses as such other Party may previously have specified), or by e-mail.
- 32.2** A notice is deemed to have been received at the time the notice is left at the address and if sent by email, at the time of transmission. The address for service of email notices are:

a) in the case of QTerminals, as follows;

Email:

Contact Person

b) in the case of Service Provider, as follows:

Email:

Contact Person

33 SEVERABILITY

In the Event that any or any part of the terms or conditions of this Agreement is determined as being invalid, unlawful or unenforceable by order, decree or judgement of a court competent of jurisdiction, such term or condition to the extent that it is invalid, unlawful or unenforceable will be severed from the terms and conditions, and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

34 SURVIVABILITY

The provisions related to Indemnity and Limitation of Liability, Audit and Records, Confidentiality, Effect of Termination or Expiry, Advertising & Publicity, Governing Law and Dispute Resolution, Notices and any other provision of this Agreement that expressly or by implication is intended to survive termination or expiration of the Agreement shall survive termination or expiration of this Agreement regardless of the underlying cause.

35 WAIVER

- 35.1** The failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No terms and conditions under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.
- 35.2** Subject to this clause, the failure by a Party to enforce any clause of this Agreement or any forbearance or delay granted by that Party to another party will not be construed as a waiver of its rights under this Agreement.

36 ENTIRE AGREEMENT

- 36.1** The clauses of this Agreement and the schedules attached hereto shall be read and construed as a whole and as complementing one another. If there should be any conflict or discrepancy between the clauses and the said schedules, the clauses shall prevail.
- 36.2** This Agreement, including the schedules attached hereto, embodies and constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communication or representations made in relation to the subject matter. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of the terms, conditions or provisions of the Agreement shall be valid unless reduced in writing and signed by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have hereunto caused this Agreement to be executed on the day and year first above written:

For and on behalf of **QTerminals W.L.L.**

Signature: _____

Mr Charles Meaby
Managing Director – Hamad Port

For and on behalf of

Signature: _____

Name: _____

Title: _____

SCHEDULE 1
SCOPE OF WORK

All Services provided by the Service Provider under this Agreement shall be executed in compliance with the following scope of work description and applicable Specifications



SCHEDULE 2
TOTAL AGREEMENT VALUE

The Total Agreement Value is QAR (XXXX) and shall be paid in accordance with the below payment schedule;



DRAFT

SCHEDULE 3
PROJECT SCHEDULE



DRAFT