

CONTRACT

BETWEEN

**Mouchak Technology LLC. Corp ID (California): CORP 8201245
HEREINAFTER REFERRED TO AS Mouchak**

AND

**Brick Line Technology Limited
License No TRAD/DSCC/363674/2019**

HEREINAFTER REFERRED TO AS "CONTRACTOR".

PREAMBLE:

WHEREAS Mouchak renders Information Technology Solutions related to various clients in terms of independent contracts; and requires certain expertise on a ongoing basis in order to fulfill its contractual obligations.

AND

WHEREAS the CONTRACTOR has such required expertise and agrees to render the required services, subject to the terms and conditions of the said principal contracts and subject to the following terms and conditions.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 SCOPE OF EXPERTISE

- 1.1 The scope of expertise to be rendered by the **CONTRACTOR** is set out in Annexure 1.1 hereto,
- 1.2 The **CONTRACTOR** warrants that he has the expertise required as set in Annexure 1.1.

2 REMUNERATION

- 2.1 **Mouchak** will pay the **CONTRACTOR** an all-inclusive rate as specified in Annexure 1.1,

- 2.2 Payment will be made once per month within 30 days after receipt of an invoice; accompanied with a certified timesheet, signed and authorized by the **Mouchak** designated administrator.

3 INDEPENDENCY AND CONFLICT OF INTEREST

- 3.1 The **CONTRACTOR** may enter into other contracts for his / her own account, provided that such other contracts do not result in a conflict of interest.
 - 3.1.1 The **CONTRACTOR** shall inform **Mouchak** of any conflict of interest. Such a conflict of interest would be deemed to have arisen if the **CONTRACTOR** operated in competition with **Mouchak**, OR within the existing client base, or if the **CONTRACTOR** cannot properly fulfill his/her obligations towards **Mouchak** due to the demands of other contracts:
- 3.2 Neither party shall be entitled, for any purpose whatsoever, to act on behalf of the other or to represent that they are entitled to do so.

4 DURATION AND TERMINATION

- 4.1 The duration of this agreement will be in accordance with the principal agreements as set out in Annexure 1.1.
- 4.2 Any of the parties will be entitled to terminate this agreement by means of 30 days' prior written notice.

5 BREACH OF CONTRACT

- 5.1 Should any of the parties hereto-

5.1.1 Breach any term of this agreement, and/or

5.1.2 Fail to comply with any obligation/s imposed upon him hereunder

(All of which are termed "DEFAULT")

AND

5.2 in the event of the party in default remaining in default for 7 (SEVEN) days after receipt of written notice calling upon him to remedy such default, the party not being in default, or his agent shall have the right to either-

5.2.1 Claim specific performance of the term of this agreement without prejudice to such party's other legal rights and remedies and the right to claim damages; alternatively

5.2.2 To immediately cancel this agreement and claim damages.

6 DUTIES OF THE CONTRACTOR

6.1 The **CONTRACTOR** shall comply with all reasonable requests and requirements of **Mouchak**, which are required for the effective completion of a specific contract.

6.2 The **CONTRACTOR** will fit in with the schedule and shift planning of the designated administrator and shall give **Mouchak** reasonable notice, in the event of not being able to fit in with such planning. The period of notice which is reasonable might vary on each principal contract and will be stipulated in Annexure 1.1

6.2.1 In the event of the **CONTRACTOR** not reporting as per schedule agreed upon every month, the **CONTRACTOR** shall be liable for payment of a fine as sot out in Annexure 1.1.

6.3 The **CONTRACTOR** shall submit accurate progress reports, when required, to Mouchak.

7 THE CONTRACTOR SHALL BE LIABLE

7.1 to have adequate tools and equipment available at his/her place of business, to enable him/her to perform services, as and when required;

8 DUTIES OF THE PRACTICE

8.1 Mouchak shall appoint an administrator to administer all matters relating to this contract and who shall be the contact person between Mouchak and the **CONTRACTOR** for the purposes of this contract.

8.2 Mouchak shall ensure that, subject to the security requirements, the **CONTRACTOR** is granted access to the systems and sites, as reasonably required for the effective performance of his/her duties in terms of this contract.

9 CONFIDENTIAL INFORMATION AND INTELECTUAL PROPERTY RIGHTS

9.1 It is a condition of this appointment, that the Contractor declares all business interests held or at any stage being acquired by the Contractor, which business in any way is considered to be in direct competition with Mouchak's activities. Such business interests are not allowed without prior written consent of Mouchak.

- 9.2 The Contractor shall not, either during the continuance of the employment hereunder or thereafter, use to the detriment or prejudice of Mouchak or its Clients or, except in the proper course of his duties, divulge to any person any trade secret or any other confidential information including methods, programs, processes, specifications, technical information, chemical formulae, drawings, financial information, client lists, computer software, etc concerning the business or affairs of Mouchak which may have come to his/her knowledge during his/ her employment.
- 9.3 The Contractor shall not copy, print or publish any of Mouchak's methods, specifications, processes or procedures relating to the business of Mouchak or Clients of Mouchak unless permission has been granted by Mouchak and relevant Clients to do so.
- 9.4 Should within 2(two) years after the termination of his/her contract with Mouchak the Contractor either alone or jointly with others originate, invent or design any intellectual property in relation to any product or process upon which he/she worked or which came to his / her attention during the last 2 years of his employment with Mouchak or on which a copyright has been obtained, such intellectual property or the Contractor's interest therein shall automatically vest in Mouchak.
- 9.5 The Contractor hereby undertakes and binds himself/herself to:-
- 9.5.1 Immediately communicate full details of such intellectual property only to Mouchak and not to no other person or body,
- 9.5.2 Without expense to the Contractor sign all such documents and do all such acts as may be required by Mouchak in order to vest formal title in such intellectual,
- 9.5.3 Property in Mouchak and / or to enable Mouchak to apply for local or foreign patents, registered designs or trademarks in respect thereof;
- 9.5.4 In those countries in which a patent or design application may only be filed in the name of the inventor or author, he / she will at the request of Mouchak but at the latter's expense, sign the documents as may be required by Mouchak to enable a patent design application to be filled therein in respect of such intellectual property and subsequently to assign same to Mouchak.
- 9.5.5 Irrevocably code, assign, make over and delegate in favor of Mouchak all rights, title and interest to any or all intellectual property rights over drawings, designs, computer programs or materials produced or worked upon.
- 9.5.6 Irrevocably indemnify and hold harmless and shall keep indemnified and shall hold harmless Mouchak against all losses and costs (including legal costs as between attorney and client) and all other expenses whatsoever that Mouchak may incur as a result of any action proceeding or claim made against Mouchak or arising from the enforcement of any intellectual property right.

9.6 All information (including the contents of this contract) and data disclosed to the CONTRACTOR for the purposes of this contract, is strictly confidential to Mouchak.

9.7 The CONTRACTOR shall not disclose such confidential information to any other party, or remove any confidential information from any site of Mouchak without obtaining prior written consent.

10 SECURITY

The CONTRACTOR shall comply with the security requirements and all Codes of Practice, Rules and Regulations of Mouchak.

11 ENTIRE CONTRACT

This agreement constitutes the entire Agreement between the parties. Neither party will be held responsible for any delay or non-accomplishment due to circumstances, beyond either party's control

12 NONWAIVER

No indulgence or relaxation, which the parties may allow each other, will constitute a waiver of their rights in terms of this Agreement.

13 ADDRESSES

Mouchak and the CONTRACTOR choose the following addresses for the purpose of service of documents, notices or court pleadings related to this agreement.

13.1 Mouchak

13.1.1 Business Address:

Mouchak Technology LLC
11348 Reseda Blvd.
Porter Ranch, CA 91326

13.1.2 Postal address:

As above

13.2 CONTRACTOR

13.2.1 Business Address:

Brick Line Technology Limited
Suite 4, Level 14, Planners Tower
13/A Bir Uttam CR Dutta Road
Dhaka 1000

13.2.2 The postal address:

As above

13.3 Any notice given by the one party to the other party shall be deemed to have been received by the addressee seven days after it has been dispatched by pre-paid registered post to both of the addresses of the addressee. This must be on the same day on which it is delivered by hand to the addressee. It must be delivered to the business address.

14 **RESTRAINT**

The **CONTRACTOR** shall not directly or indirectly contract with any of Mouchak clients or employees for a period of twelve months after termination, for want ever reason, of this agreement.

15 **SIGNATURES**

15.1 THUS DONE AND SIGNED AT DHAKA, BANGLADESH ON THIS

24th DAY OF July 2020

15.2

Awlathossin
CONTRACTOR

Md. Arinuzzaman Khan
WITNESS

15.3 THUS DONE AND SIGNED AT San Francisco, USA ON THIS

26th DAY OF July 2020

15.4

G M TS
ON BEHALF OF Mouchak
AND DULY AUTHORISED THERETO

L. M. Showkat Hossain
WITNESS

ANNEXURE 1.1

SCOPE OF EXPERTISE AND TASKS TO BE PERFORMED BY CONTRACTOR:

Research and Development of Software,

PROJECTED DATE OF COMPLETION

Ongoing - with volumes of work depending on Mouchak work flow

REMUNERATION

Based on quotation for project specifications sent through, with a fixed monthly retainer.