

Date: 20 March 2022

Md Hossen

Road No #5, house no #9, Kaderabad Housing, Mohammadpur, Dhaka - 1207

LETTER OF OFFER

I am delighted to offer you Full-Time employment with **Wizard Software & Technology Bangladesh Ltd.** as the **React Intern**.

If you wish to accept the offer, please sign and return the enclosed terms of employment as early as possible.

Your date of commencement and all other relevant terms are set out in the schedule attached. If you have any questions, please feel free to contact me on

wiztecbd@gmail.com

Yours sincerely

Md. Mostafijur Rahaman

Chairman

Wizard Software & Technology Bangladesh Ltd.



1. PRINCIPAL DUTIES

1.1 You may be provided with an outline of your duties before or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

1.2 You also have general duties to:

- (a) comply with reasonable directions given to you by the Employer
- (b) at all times act faithfully, honestly, and diligently
- (c) ensure you are performing solely work-related activities in work time
- (d) exhibit a professional and courteous attitude when dealing with the Employer, its customers, employees, suppliers, and other members of the public and
- (e) act in the Employer's best interests at all times

2. EMPLOYER POLICIES AND PROCEDURES

You agree that:

- a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer.
- b) the specific detail of the Employer's policies does not form a term of your contract and
- c) failure to comply with the Employer's policies may result in disciplinary action, up to and including dismissal.

3. CONFIDENTIAL INFORMATION

3.1 You agree at all times during and after your employment with the Employer:

- a) to refrain from directly or indirectly disclosing to a third-party Confidential Information except in the proper course of carrying out your duties
- b) not to use the Confidential Information for any purpose other than for the benefit of the Employer
- c) to keep confidential all Company Confidential Information and
- d) to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.



- 3.2 The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, by making use of, acquiring, or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.
- 3.3 Any business procured, or business relations developed with clients by the employee while employed with the employer belongs to the employer, and even after moving out of the employment with the employer, all those clients, business relationship, and business collaborations completely stay with the employer's business and the employee doesn't have any authority or ownership on it.
- 3.4 The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing, and Development Operations, and Customer Information.
- 3.5 The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
- 3.6 The Confidential Information will not include information that:
 - Is generally known in the industry of the Employer;
 - Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - Was rightfully in the possession of the Employee before the disclosure to the Employee by the Employer;
 - Is independently created by the Employee without direct or indirect use of the Confidential Information; or
 - The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
 - The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any

intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:

- Was developed without the use of equipment, supplies, facility, or Confidential Information of the Employer;
- Was developed entirely on the Employee's own time;
- Does not result from any work performed by the Employee for the Employer; and
- Does not relate to any actual or reasonably anticipated business opportunity of the Employer

4. INTELLECTUAL PROPERTY

4.1 All Intellectual Property rights arising from any Works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such Works.

4.2 You agree that all existing Intellectual Property rights, title, and interest in all Works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.

4.3 For the benefit of the Employer, you consent to any acts or omissions (whether occurring before or after this consent is given) concerning all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in those Works.

4.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this contract.

5. NON DISPARAGEMENT

You must not at any time, either during your employment, or at any time after termination, disparage or otherwise make any statement, or permit or authorize any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective employees or officers.

6. CONFLICT OF INTEREST

6.1 During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (except personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer, which consent will not be unreasonably withheld.

6.2 During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to conflict with the best interests of the Employer without the written consent of the Employer, which consent will not be unreasonably withheld.

7. NON-COMPETITION

The Employee agrees that during the Employee's term of active employment with the Employer, and for one (1) year after the end of that term, the Employee will not, directly or indirectly, as an employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venture or otherwise, solely or jointly with others engage in any business that competes with the business of the Employer within any geographic area in which the Employer conducts its business, or give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

8. NON-SOLICITATION

8.1 The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer, the Employee will not in any way, directly or indirectly.



- a) Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
- b) Otherwise, interfere with or disrupt the Employer's relationship with its employees and contractors
- c) Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
- d) Solicit, entice, or hire away any employee or contractor of the Employer for an employment opportunity that competes with the Employer

8.2 This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer

9. TERMINATION OF EMPLOYMENT

9.1 The Employer may terminate your employment without notice or a payment instead of notice for any of the following reasons if you:

- a) commit any serious or persistent breach of any of the terms of the Contract
- b) are guilty of dishonesty, misconduct, or neglect in the performance of your obligations under the Contract
- c) become insolvent or bankrupt or make any assignment or arrangement with your creditors
- d) are convicted of any criminal offense relevant to the performance of your obligations under the Contract
- e) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer's rules, policies, and/or procedures and any directions given by the management of the Employer
- f) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets
- g) obtain a medical assessment result that is not satisfactory to the Employer and which objectively results in you being unable to perform your duties set out in the Contract
- h) abuse alcohol or drugs whilst on the Employer's premises, or just before commencing work on the premises, which adversely affects your ability to carry out your duties or
- i) engage in physical abuse or display unreasonable verbal aggression

- 9.2 Following the completion of your probationary period, at any time during the operation of the Contract, the Employer may terminate your employment by providing written notice for 15 days.**
- 9.3 You may terminate this contract at any time by providing the Employer with written notice for 1 month.**
- 9.4 The Employer may, at its discretion, make payment to you instead of all or part of this notice period. On termination, you are also entitled to payment for any untaken annual leave entitlements.
- 9.5 During the whole or any part of the notice period, the Employer is under no obligation to assign you duties or functions or to provide any work to you and may direct you not to attend work during all or part of the notice period.
- 9.6 On termination of employment for any reason, you must immediately return to the Employer all property, documents, and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property, and other information, in whatever form, relating in any way to the Employer or its clients.
- 9.7 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care, or control outside the Employer's premises.
- 9.8 You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer reserves the right to request to deduct any sums of money owing to the Employer from your final pay.

10. ASSIGNMENT

- 10.1 You may not assign or transfer the rights and benefits under this contract.
- 10.2 The Employer may assign its rights and obligations under the Contract to any person, business, company, or entity.

11. GOVERNING LAW

The employment conditions shall be governed by the jurisdiction of the courts in the State or Territory as per the laws in Bangladesh.



12. VARIATION OF TERMS

The terms of the contract may be varied from time to time by mutual agreement in writing between the parties.

13. SEVERABILITY

If any of the terms and conditions of the Contract are void or become voidable because of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

14. ADDITIONAL TERMS

The employee acknowledges and provides consent to use the photographs/pictures of the employee for the marketing purposes as in the marketing materials like videos, company profiles, brochures, website, etc. and the employer agrees the pictures won't be used anywhere without the knowledge of the employee.

15. ENTIRE AGREEMENT

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to affect.

SCHEDULE

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|--------------------------------------|---|
| Employer Name & Details | Wizard Software & Technology Bangladesh Ltd. 52/A, Lake Circus, Kalabagan, Dhaka – 1205. |
| Employee's Name & Details | Md Hossen Road No #5, house no #9, Kaderabad Housing, Mohammadpur, Dhaka - 1207 |
| Position | React (Intern) |
| Commencement Date | 01-April-2022 |
| Location | 52/A, Lake Circus, Kalabagan, Dhaka – 1205. |
| Hours of Operation | 10:00am to 07:00pm |
| Remuneration | Lunch |
| Internship Period | 4 (Four) Months |

I, _____, have read and reviewed the terms and conditions of my offer, set forth by my employer through this letter. I agree to accept this offer and indicate that I fully understand the circumstances stated, as well as the terms and conditions set forth by my employer.

Signed by:

Date:



Wizard Software & Technology
Bangladesh Ltd.

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wiztecbd@gmail.com



"A CELESTIAL SOFTWARE HOUSE."