

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**PKAARD**

**AND**

**[COMPLETE NAME OF PARTNER]**

## 1. Introduction

This Memorandum of Understanding (“MOU”) is made on this the Thursday of 15<sup>th</sup> December, 2022 of the Gregorian calendar.

### BETWEEN

PKAARD, a Private limited company incorporated in Bangladesh under the Companies Act 1994, having its Corporate office at House No. 137, 3rd floor, Road no: 3, Block : c, Sugandha Residential Area, Panchlaish, Chittagong, Bangladesh (hereinafter referred to as “Pkaard” which expression shall unless excluded by or repugnant to the context, shall mean and include its successors-in-interest and assignees, nominees, administrator, officer & legal representatives), of the ONE PART.

### AND

[Name] & Owner or Manager or Managing Director of [“Company Name”] a [Business Type] based in Bangladesh, having its registered/Head Office or Corporate Office [Location] (hereinafter referred to as “Second Party” which expression shall where the context so admits mean and include its successors-in-interest, administrators, legal representatives, executors and assigns), of the OTHER PART.

(Both Pkaard and Second Party hereinafter collectively referred to as ‘Parties’ and individually as

‘Party’)

## 2. Preambles

### WHEREAS:

**2.1** Pkaard being licensed by the relevant government authority is engaged in the business of

providing services.

**2.2** Second Party is Mr./Mrs.[Name] a [Business Type] named [Company Name]

which providing [Operation Details] at [Location].

**2.3** The Parties wish to enter into this MOU to establish an agreed framework for mutual cooperation as per the terms of this MOU.

**NOW, THEREFORE, THE PARTIES HERETO AGREE BY AND BETWEEN THEMSELVES AS FOLLOWS:**

### **3. DEFINITIONS OF TERMS**

**3.1** In this MOU, the following expressions shall unless the context otherwise requires have the meanings respectively assigned to them:

**“MOU”** shall mean this **“Memorandum of Understanding”** including all annexes attached

herewith and all amendments, supplemental or addendum to this MOU to be made from time to time.

**“Effective Date”** shall mean the coming into force of this MOU as mentioned in Clause

7(7.1) of this MOU.

**“MOU Period”** shall mean the period specified in clause 7(7.2) of the MOU.

**“Confidential Information”** shall means any information that has been exchanged between the Parties whether the information is related or not to the subject matter of this MOU, either directly or indirectly, in writing, orally, or by inspection of tangible objects, whether or not designated as **“Confidential”**, **“Proprietary”** or some similar designation, including without limitation, the existence of this MOU and the fact of discussions about the business relationship between the Parties.

**“Intellectual Property Rights”** or **“IPR”** shall include, without limitation, copyrights, trade secrets, trademarks, trade names, domain names, patents, know-how, formulation, designs, inventions, discoveries and all other intellectual or industrial property and like rights whether or not registered.

**“Day”** shall mean an English calendar day.

**“Month”** shall mean an English calendar month.

**“Year”** shall mean an English calendar year.

**3.2** Words importing the singular shall also include the plural and vice versa where in context requires.

**3.3** The title of these conditions are of convenience of reference only and shall not be deemed to be part of MOU or in any way affect the interpretation or construction thereof.

#### **4. PARTNERSHIP PURPOSE**

The purpose of the Partnership as to support each other with business development activities and marketing activities, and to explore the effective use and integration of each other's technologies into the respective solutions being developed and marketed by the two Parties

#### **5.OBJECTIVES AND PURPOSE OF THE MOU**

**5.1** The purpose of this MOU is to establish an agreed framework for mutual cooperation between Pkaard and Second Party.

**5.2** Pkaard and Second Party agree to mutually assist each other in long-term partnership & to develop synergetic collaborations in exchange of information, expert advice, resource sharing, work plans, knowledge sharing activities in sector.

**5.3** Sharing the knowledge necessary to integrate the intellectual property of each Party into the other Party's solution.

**5.4** Other scope as mutually agreed upon.

#### **6. Scope of the MOU and Obligations of Parties**

**6.1** Pkaard shall provide following facilities to the Second Party's and Customers to coordinate the future work process upon demand.

**6.1(a)** Pkaard shall provide the Privilege Card to customer. Which is work as a Identification of Pkaard Customer.

**6.1(b)** Pkaard shall provide Customer Based which is Approximately around **35,000+** People are connected with us. Which is increased everyday.

**6.1(c)** Pkaard shall provide Bulk SMS for your product promotion which will reach **1lacs** people at a time intially, which is increased day by day.

**6.1(d)** Pkaard shall provide you Facebook Ads Promotion in our Official Facebook Page.

**6.1(e)** Pkaard shall introduce the partner with our enlisted member through the Privilege card.

**6.1(f)** Pkaard shall provide Promotional offers, Activities of the Affiliated Partner showcase in our Pkaard Website/ Software/ Apps.

**W6.1(g)** Pkaard shall provide customer based approximately around 5lacs+ enlisted at What's app for What's app Bulk Message.

**6.1(h)** Pkaard's Affiliated Partner, you can showcase your product, upcoming offers on our website as a promotional purpose.

**6.1(i)** Pkaard shall provide to promotional Marketing through E-mail Marketing for Affiliated Partner.

**6.1(j)** Pkaard shall provide Social Influencer Marketing through Social Media.

**6.1(k)** Pkaard shall making OVC & YouTube Content Marketing to reach our Privilege.

**6.1(l)** Pkaard shall provide for promotional purpose Leaflet Marketing, Push Notification, Road shows, Campaign, Fair, Contest, Quiz Competition.

**6.1(m)** Pkaard shall provide branding on our social media Instagram Page/LinkedIn Page.

**6.1(n)** Pkaard shall provide a Merchant Panel for using the easiest feature and finding the customer and privilege too.

**6.1(o)** Pkaard shall provide all of the promotional materials like as Stickers, Placards, Flax and many mores business elements.

**6.1(p)** Pkaard shall provide on going advice and support to grow business and customers.

**6.2 [ Your Company ]** shall provide following facilities to the First Party's and Customers to coordinate the future work process upon demand.

**6.2(a)** Your Company shall provide your company's logo (AI File) for preparing Graphics Content like Banner, Festoon etc.

**6.2(b)** Your Company shall provide a contact persons number for regular communication and further quires.

**6.2(c)** Your Company can change the Percentage or features as per our communication and demand.

**6.2(d)** If Your Company promote and announced any kind of promotional offers or special features company must have to provide the Graphic Content for the promotion.

**6.2(e)** For any communication via Registered E-mail will be valid.

**6.2(f)** The specified privilege or discount must be ensured by the customer. As per our commitment any kind of available privilege declined to customer cannot be void.

### **6.3**

## **7. EFFECTIVE DATE, VALIDITY, RENEWAL & MODIFICATION**

**7.1** This MOU shall be effective from **Date (“Effective Date”)**.

**7.2** The MOU shall remain valid for 3 (Three) years from the Effective Date (“MOU Period”) unless terminated earlier as per the provisions of this MOU.

**7.3** Upon completion of the MOU Period, this MOU shall be automatically renewed for subsequent periods of 1 (one) year each, until and unless terminated by either Party as per the provisions of this MOU.

**7.4** Any modification or amendment or changes under this MOU will not be valid unless it is in writing and duly signed by both the parties.

## **8. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this MOU; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this MOU; (iii) its execution of and performance under this MOU shall not violate any applicable existing regulations, rules, statutes or court orders of any government agency, court or body, or any contract to which such Party is a party.

## **9. TERMINATION OF THE MOU**

**9.1** Either Party may terminate this MOU at any time without incurring any liability on its part for triggering such termination by providing 60 Days’ prior written notice of such termination to the other Party.

## **10. Consequences of termination/expiry of MOU**

Where this MOU is terminated pursuant to this Clause, or expires, upon termination/expiry:-

**10.1** All documents containing confidential information and copies shall be returned to the respective Parties as soon as practicable; and

**10.2** The termination or expiry of this MOU shall not prejudice the rights of either party to pursue legal remedies for damages and/or to obtain any other relief in respect of any antecedent breach of the terms of this MOU prior to such termination or expiry.

## **11. MISCELLANEOUS**

### **11.1 NOTICE**

All notices, requests or communications between the Parties under this MOU shall be in the English language by letter signed by an authorized representative of the sending Party, by email or fax immediately confirmed in writing. All notices shall be deemed as validity served if mailed in the form of pre-paid registered letter, return receipt requested, to the following addresses;

For Second Party:

[Name]

[Company Name]

[Office Address]

Or such other address as Second Party shall notify to Pkaard pursuant hereto

For Pkaard:

Founder & Chief Executive Officer (CEO)

Corporate office, House No. 137, 3rd floor, Road no: 3, Block : c,

Sugandha Residential Area, Panchlaish, Chittagong, Bangladesh

Or such other address Pkaard as shall notify to Second Party pursuant hereto

## 12. FORCE MAJEURE

**12.1** Neither Party shall be liable for any default due to any act of God, war, strike, industrial action, fire, flood, drought, tempest, earthquake or other event beyond the reasonable control of either Party.

**12.2** The obligations of the Parties under this MOU shall be suspended for the period during which the extraordinary situation exists. Any Party relying on Force Majeure for suspending performance hereunder shall give to the other Party immediate notice thereof and, as soon thereafter as possible, shall give formal written notice specifying in detail the event of Force Majeure relied upon and the effective date of suspension.

**12.3** If the force majeure situation exists for a continuous period of 60 Days, both Parties shall mutually on the next course of action to be taken.

## 13. CONFIDENTIALITY

The Parties shall keep confidential all Confidential Information that is received from the other Party or becomes known as a result of this MOU. Information may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority. In that case, before transmitting information one Party must inform in writing to other Party about such requirement.

## 14. INTELLECTUAL PROPERTY RIGHTS (IPR)

Neither Party shall make any unauthorised use of IPR of the other Party or cause or permit anything which may damage or endanger the IPR of the other Party or the other Party's title to such IPR or assist or allow others to do so.

## 15. RELATIONSHIP OF THE PARTIES

Nothing in this MOU shall constitute or be deemed to constitute a joint-venture, partnership between the Parties or the appointment of one Party as agent to the other Party or employer-employee relationship. Accordingly, except as expressly authorized under this



MOU, neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party.

## 16. COSTS

Each Party shall bear its own costs for, and incidental to, the execution of this MOU including legal costs.

## 17. SURVIVAL

The covenants, conditions and provisions of this MOU which are capable of having effect after the expiration or early termination of the MOU shall remain in full force and effect following the expiration or early termination of the MOU.

## 18. SEVERABILITY

If any provisions of this MOU shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this MOU. The illegal or invalid provision shall be deleted from this MOU and no longer incorporated herein but all other provisions of the MOU shall continue as valid and enforceable.

## 19. ENTIRE AGREEMENT

This MOU and attached annexes hereto embody the entire understanding between the Parties and there are no promises, terms, conditions or obligation, oral or written expressed or implied orally or in writing other than those contained herein.

## 20. LANGUAGE

This MOU has been executed in English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this MOU. All correspondence concerning the content of this MOU shall be in English language.

## 21. GOVERNING LAW AND SETTLEMENT OF DISPUTE

**21.1** This MOU shall be governed by and construed in all respects according to the laws of Bangladesh.

**21.2** The Parties shall try to resolve all disputes relating to the terms and conditions of this MOU amicably within 30 Days of receipt of any notice of dispute from either

Party. If the amicable settlement fails or that 30 Days period expires without any settlement than that dispute may be referred to arbitration by either Party in accordance with the provisions of the Arbitration Act 2001 of Bangladesh. Each Party shall appoint its own arbitrator and the arbitrators of the Parties so appointed shall appoint a third arbitrator who shall be the chairman of the Arbitral Tribunal. The place of the arbitration shall be at Dhaka and the decision of the arbitration tribunal shall be final and binding upon the Parties.

IN WITNESSES WHEREOF THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED AS OF THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signed for and on behalf of Pkaard	Signed for and behalf of [Name, Designation, Company ]
Signature:	Signature:
Name:	Name:
Title:	Title:
Seal:	Seal:

Witness 01	Witness 01
Signature:	Signature:
Name:	Name:
Title:	Title:

Witness 02	Witness 02
Signature:	Signature:
Name:	Name:
Title:	Title:

Witness 03	Witness 03
Signature:	Signature:
Name:	Name:
Title:	Title: