

LegoIO LLC

Internship Contract



Effective Date: 11/27/2023

This recognized manuscript, effective from the **27th** day of **November** in the year **2023**, made between

LegoIO LLC and Rubaiyat E Mohammad, of Uttara, Dhaka, Bangladesh

constitutes an employment agreement between these two parties and is governed solely by the Federal Laws of **The United States of America**.

For the Employer's desire to retain the services of the Employee, and the Employee's desire to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following Terms & Conditions:

1. Employment

The Employee agrees that s/he will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

2. Position

As **an Intern**, it is the duty of the Employee to perform all essential job functions and duties under the umbrella of **Junior Developer** position under the discipline of **Software Quality Assurance (SQA)** in **Python & JAVA**. From time to time, the Employer may also add other duties within the reasonable scope of the Employee's work.

3. Term

☒ Fixed Term:

Employee's employment under this Agreement shall begin on 'Effective Date' and will terminate on **15th** of **March, 2024**, which is a contract of **4** months.

☐ At Will:

Employee's employment under this Agreement shall begin on _____, 20____ and be for an unspecified term on at "at will" basis.

☒ There is NO probation period for Employee.

☐ Probation Period

Employee's probation period shall be _____ ☐ month(s) ☐ week(s), starting from the first day of Employee's employment. In the event that Employee fails to pass the probation period, Employer may terminate this Agreement immediately by giving notice to Employee.

☒ **Non-paid:**

Employee agrees to learn the basic skills necessary for a proper employment within the time frame. After which, a review session about the employee's performance shall determine the proceeding decisions.

If the employee is able to acquire the necessary skillset before a certain timeframe and is able to function without any help, a performance review shall be held to terminate this internship contract and bring in the employee in a 'paid' contract.

After the term, a review session is to be held and the next decisions are to be determined.

4. Location & Schedule

Employee will primarily perform their employment duties at
Remote Location, from **Bangladesh**

between the hours of **Bangladesh** local time **6 pm to 12:00 am**, for **6 Hours, 5 Days** per week.

5. Non-Solicitation

The Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall the Employee induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company:

- ☐ During the term of the Employee's relationship with the Company
- ☒ From the date of this Agreement **till the termination of the Project itself**

6. Non-Competition

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

Employee **Rubaiyat** agrees and covenants ☒ during the term of this Agreement or ☐ for a period of _____ months following the voluntary or involuntary termination of Employee's employment, not to:

- ☒ Provide goods or services which directly or indirectly compete with Company
- ☒ Invest either directly or indirectly in a business that directly or indirectly competes with Company
- ☒ Solicit Company employees to leave their employment

- ☒ Engage in any other activities that result in injury to Company
- ☒ Will fully disclose to your Employer if permitted, to seek other employment provided that (a) it does not detract from your ability to fulfill your duties, and (b) you are not assisting another organization in competing with the employer.
- ☐ Other: _____

7. Confidentiality

- ☐ Employee will NOT be exposed to confidential information.
- ☒ Employee will be exposed to confidential information.

A. Confidential and Proprietary Information. In the course of employment, Employee will be exposed to confidential and proprietary information of Employer. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which Employer considers confidential and proprietary. Employee acknowledges and agrees that the confidential and proprietary information is valuable property of Employer, developed over a long period of time at substantial expense and that it is worthy of protection.

B. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with Employer's prior written consent.

C. Rights in Confidential and Proprietary Information. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Employee by Employer (i) are and shall remain the sole and exclusive property of Employer, and (ii) are disclosed or permitted to be acquired by Employee solely in reliance on Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Employee.

D. Irreparable Harm. Employee acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to

irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Employer shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. Employer shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by Employer under this Section, Employer shall be entitled to recover its attorney's fees and costs from Employee.

8. Termination

This Agreement may be terminated immediately by Employer for cause or in the event Employee violates any provision of this Agreement.

Employer's Termination. In addition, Employer may terminate this Agreement and Employee's employment:

- ☒ at any time and for any reason in accordance with applicable local, state, and federal labour laws.
- ☒ at any time by giving **7** days' notice in writing to Employee. During the notice period, Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.

Employee's Termination. Employee may terminate this Agreement and the employment:

- ☒ at any time by giving **15** days' notice in writing to Employer
- ☐ at any time and for any reason in accordance with applicable local, state, and federal labour laws. During the notice period, Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.

Severance

- ☐ If Employee's employment is terminated other than for cause, Employee shall be entitled to severance in the amount of _____.
- ☒ Employee is NOT entitled to severance for Termination.

Any breach of contract in any of the points mentioned in this document or the instructions given in general shall result in termination of the employee without any remuneration/salary.

At the time of termination, Employee agrees to return all Employer property, including but not limited to computers, cell-phones, and any other electronic devices. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property.

The rights and obligations of the Parties set forth in (☒ Non-Compete, ☒ Confidentiality), Ownership of Work Product, Termination and Miscellaneous are intended to survive termination, and will survive termination of this Agreement.

9. Ownership of product

The Parties agree that all work-product, information or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of the Employer LegoIO LLC.

10. Entirety

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

11. Legal Authorization

The Employee agrees that he or she is fully authorized to work in the country of residence and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

12. Jurisdiction

This contract shall be governed, interpreted, and construed in absolute accordance with the Labor laws of the **U.S. Department of Labor** along with other Federal Laws of **The United States of America**, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in **The United States of America & the Republic of Bangladesh** for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts of **The US Judicial Administration**.

IN WITNESS AND AGREEMENT WHEREOF, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.



Employee's Signature

Rubaiyat E Mohammad

Employee's Full Name



Employer's Signature

Arafat Hossain, Co-Founder & Project Manager

Employer's Full Name/Representative & Title