

## **AGREEMENT**

THIS AGREEMENT ("Point of Sale Software") is entered into on **BSIT-170930-7** between **BDSOFT IT Solutions** ("Software supplier"), with its principal place of business located at House#18, Road#22, Rupnagar, Dhaka-1216 Bangladesh and "**LULU (Departmental Store)**." ("Client"), with its principal place of business located at Shimanto Square (1st Floor), Shop #108, Road #2, Dhanmondi, Dhaka-1205, Bangladesh and shall be effective as on **30<sup>th</sup> September 2017** (the "Effective Date"). Whereas, **Software supplier** is engaged in the business of "**Point of Sale Software**".

Whereas, Client wishes to utilize the services of **BDSOFT IT Solutions** in connection with the development of certain Software identified as ("**BSIT-170930-7**").

Now, Therefore, and Client agree as follows:

### **1. Term and Termination**

Unless terminated as provided herein, this Agreement shall commence on the Effective Date and will extend to and terminate upon completion of **BDSOFT IT Solutions** work.

### **2. Price and Payment Terms**

Client will pay, **Developer** for the at Work the rate of Total **Taka 12,000TK**, (Ten Thousand Taka) Only. Advance payment **6,000TK** (%Fifty percent %) of total project value .Rest of Six Thousands (6,000.00) Taka will Pay after Installation the Software. It is clearly mentioned payment have to made according to the right date. **BDSOFT IT Solutions** Will provide all the necessary Training. Client will provide the necessary information to **BDSOFT IT Solutions** they can install the Software within the deadline.

### **3. Maintenance Charge**

After free Service period Client ("**LULU (Departmental Store)**") are agree to pay maintenance charge as monthly basis TK. 5,00.00 after 12(Twelve) Month. Which is included for hosting(250 tk) and maintenance charge(250 tk). It is applicable from (October 2018) clients will pay monthly Tk. 5,00.00 maintenance charge. Client will deliver funds to **BDSOFT IT Solutions** within seven (7) days of receipt of an invoice from **BDSOFT IT Solutions** In the event of termination without cause, Client agrees to pay **BDSOFT IT Solutions** For all of its Work performed up to the date of termination

### **4. No Service Charge.**

You have no service charge as you are listed in our special offer.

## 5. Ownership of Intellectual Property

To the extent that Software Developer has received payment of compensation as provided in this agreement, Developer hereby assigns to Client all rights, title, and interest in any intellectual property created or developed by Software for Client under this Agreement.

## 6. Confidential Information

All information relating to Client that is known to be confidential, or which is clearly marked as such, will be held in confidence by Hardware Supplier and will not be disclosed or used by Hardware Supplier except to the extent that such disclosure or use is reasonably necessary to the performance of Installation 'Work. All information relating to Hardware Supplier that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. The obligations of confidentiality will extend for a period of Five Years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

### Developer:

**BDSOFT IT Solutions**

**Business Nature: IT Business.**

Name: **Saikat Sarwar Islam**

Title: Team Lead

Cell: 01743771992

E-mail: ssislambd@gmail.com

### Client:

**LULU (Departmental Store)**

**Business Nature: Fashion Wear.**

Name: **Md. Rasheduzzaman**

Title: Proprietor

Cell: 01711148478

Email: rashedmn@gmail.com