MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on 28th March of 2025,

BY AND BETWEEN
1. First Party:
M And MB Soft Tech
(Pan No. 619836096)

Shankhamul , kathmandu

2. Second Party(CLIENT)
Star Euro Group Of Companies
(Pan No................)

WHEREAS

M And MB Soft Tech Pvt. Ltd, an IT company specializing in website development and IT related services, has been engaged by client to develop and maintain an agreed System.
(A CRM System).

Client desires to establish the system and agrees to the terms and responsibilities outlined below. Both entities have agreed to collaborate under the terms described in this MOU to achieve their shared objectives.
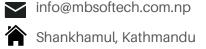
1. Scope of Work

1. The Company shall be responsible for designing, developing, and deploying the system, including but not limited to backend, frontend, user interface, and database development.
2. The system shall include essential platform features and admin dashboard.
3. The Client shall provide input on the app's features, branding, and business strategy.

2. Payment Terms

1. The total project cost shall be 290000 NPR, payable in three installments as follows:
   - First Installment: 50000 NPR upon signing this MoU.
   - Second Installment: 140000 NPR upon completion of the initial prototype.
   - Third Installment: 100000 NPR upon completion of project.

2. All payments shall be made via Cheque or Bank transfer and are non-refundable.

3. Ownership and Revenue Sharing

1. The ownership of the agreed system (CRM System) shall not be owned by M And MB Soft Tech Pvt. Ltd.
2. Any future modifications, upgrades, or expansions of the application shall be mutually agreed upon by both parties.

4. Timelines and Deliverables

1. The development period shall be two months(2) from the date of signing this MoU.
2. The Company shall provide periodic updates and demonstrations of the app's progress.
3. Any delay due to circumstances beyond control shall be discussed and agreed upon in writing   by both parties.

5. Confidentiality

1. Both parties agree to maintain strict confidentiality regarding proprietary information, trade secrets, and business strategies related to the application.
2. Neither party shall disclose, distribute, or use any confidential information for purposes other than this collaboration without the written consent of the other party.
3. If any party is found guilty of breaching this confidentiality agreement, they shall be held liable and subject to legal consequences under the prevailing laws.
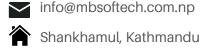
6. Termination

1. Either party may terminate this agreement with a written notice of 30 days, provided valid reasons are stated.
2. If the Client terminates the agreement, all payments made shall be non-refundable, and the Company shall retain all development rights.
3. If the Company terminates the agreement without valid reason, all development work completed up to the termination date shall be handed over to the Client.

7. Governing Law and Dispute Resolution

1. This MoU shall be governed by the laws of Nepal.
2. Any disputes arising from this agreement shall be resolved amicably; if unresolved, the matter shall be settled through Legal procedures.

8. Miscellaneous

1. This MoU constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.
2. Any amendments to this MoU must be made in writing and signed by both parties and in presence of witness.

For M AND MB SOFT TECH PVT. LTD.
Authorized Representative: Rupesh Kumar Mandal

Signature: _____

For Client
Representative:Md. Sohail Akhtar

Signature:_____

For M AND MB SOFT TECH PVT. LTD.
Witness 1:
Name: Bipana Bam
Signature: _____
Witness 2:
Name: Tulashi Gautam
Signature: _____

FOR CLIENT
Witness 1:
Name:Md. Yusuf Nadaph
Signature: _____
Witness 2:
Name: Sangam Bhusal
Signature: _____