

INTERNSHIP CONTRACT

Between:

IIDEA INFORMATICS

(The Company)

and

SHEIKH AHSAN HABIB

(The INTERN)

Background:

1. It is the belief of the Company that the Intern possesses those skill, qualifications and abilities necessary to contribute to and further the aims of the Company's business.
2. Both the intern and Company accept the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both parties to this Agreement agree as follows:

Commencement Date and Term

1. The Intern will commence Internship with the Company on the 22th day of March, 2021(the "Commencement Date").
2. The Internship will last for 6 months and the last day of the internship will be 21th day of September, 2021(the "End Date"). At any time during the Internship as and where permitted by law, The Company will have the right to terminate Internship without any notice or compensation to the Intern other than wages owed for hours of work already completed.

Activity description

3. The initial duties the Company will be expected to perform will be the following:
 - a) Restful API based Web application implementation.
 - b) Web application development using Laravel framework.
 - c) Mobile App development.
4. The Intern agrees on the terms and conditions set out in this Agreement. The Intern agrees to be subject to the general supervision of and act pursuant to the orders, advice of the Company.
5. The Intern will perform any and all duties as requested by the Company that are reasonable and that are customarily performed by a person holding a similar position in the business of the Company.
6. The Company may make changes the duties of the Intern where the changes would be considered reasonable for a similar position in the business of the Company. The Intern's duties may be changed by agreement and with the approval of both the Intern and the Company or after a notice period required under law.

7. The Intern agrees to abide by the Company's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

Intern Compensation

8. In consideration of the Intern's duties as outlined within this Agreement, the Company will pay to the Intern a monthly allowance of Tk. 5,000.

9. This stipend will be payable once a month while this Agreement is in force. The Intern recognized that the Company may be required by the laws of the Chittagong Division to deduct any applicable fees or remittances from the Intern's compensation.

10. The Intern understands and agrees that any additional remuneration paid to the Intern in the form of bonuses or other similar incentive remuneration by reason of the Intern's engagement.

11. The Company will reimburse the Intern for all reasonable expenses, in accordance with the Company's lawful policies as in effect from time to time, including but not limited to any travel and entertainment expenses incurred by the Intern in connection with the business of the Company. Expenses will be paid within a reasonable time after submission of acceptable supporting documents.

Places of Work

12. The Intern's primary place of work will be at the following location:

Remote Work

13. The Intern will also be required to work at the following places:

Dhaka/Chittagong

14. The Company will inform the Intern in advance of the Intern being required to work at other locations.

Time of Work

15. The Intern's normal hours of work, including breaks, ("Normal Hours of Work") are as follows: 9 am to 6 pm.

16. However, the Intern will, on receiving reasonable notice from the Company, work additional hours and/or hours outside of the Intern's Normal Hours of Works as deemed necessary by the Company to meet the business needs of the Company.

Vacation

17. The Intern will be entitled to 10 days of paid vacation during his 6 months of Internship period.

18. The times and dates for any vacation will be determined by mutual agreement between the Company and the Intern.

19. Upon termination of Internship, the Company will compensate the Intern for any accrued but unused vacation.

Duty to Devote Full Time

20. The Intern agrees to devote full-time efforts, as an intern of the Company, to the Internship duties and obligations as described in this Agreement.

Conflict of Interest

21. During the term of the Intern's active Internship with the Company, it is understood and agreed that any business opportunity relating to or similar to the Company's actual or reasonably anticipated business opportunities (with the exception of personal investment in less than 5% of the equity of a business, investment in established family business, real state, or investment in stocks and bonds traded on public stock exchanges) coming to the attention of the Intern, is an opportunity belonging to the Company. Therefore, the Intern will advise the Company of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Company.

22. During the term of the Intern's active Internship with the Company, the Intern will not, directly or indirectly, engage or participate in any other business activities that the Company, in its reasonable discretion, determines to be in conflict with the best interest of the Company without the written consent of the Company.

Non-Competition

23. The Intern agrees that during the Intern's term of active Internship with the Company and for a period of six(6) months after the end of the term, the Intern will not, directly or indirectly, as owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venture or otherwise, solely or jointly with other engage in any business that is in competition with the business of the Company within any geographic area in which the Company conducts its business, or give advice.

Non-Solicitation

24. The Intern understands and agrees that any attempt on the part of the Intern to induce other interns/employees or contractors to leave the Company's employ, or any effort by the Intern to interfere with the Company's relationship with its other interns and contractors would be harmful and damaging to the Company. The Intern agrees that during the Intern's term of the Internship with the Company and for a period of six(6) months after the end of the that term, the Intern will not in any way, directly or indirectly:

- a) Induce or attempt to induce any intern/employee or contractor of the Company to quit Internship/employment or retainer with the Company;
- b) Otherwise interfere with or disrupt the Company's relationship with its interns/employees and contractors;
- c) Solicit, entice, or hire away any intern/employee or contractor of the Company for the purpose of an Internship/employment opportunity that is in competition with the Company.

25. This non-solicitation obligation as described in the section will be limited to interns/employees or contractors who were interns/employees or contractors of the Company during the Internship period.

26. During the term of the Intern's active Internship with the Company, and for six(6) months thereafter, the Intern will not divert or attempt to divert from the Company any business the Company had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the cause may be, of the Intern's Internship with the Company.

Confidential Information

27. The Intern acknowledges that, in any position the Intern may hold, in and as a result of the Intern's Internship by the Company, the Intern will, or may, be making use of, acquiring or adding information which is confidential to the Company (the "Confidential Information") and the Confidential Information is the exclusive property of the Company.

28. The Confidential Information will include all data and information relating to the business and management of the Company, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Intern, including Software code, Business operation, Marketing and Customer Information.

29. The Confidential Information will also include any information that has been disclosed by a third party to the Company and is governed by a non-disclosure agreement entered into between third party and the Company.

30. The Confidential Information will not include information that:

- a) Is generally known in the industry of the Company;
- b) Is now or subsequently becomes generally available to the public through no wrongful act of the Company;
- c) Was rightfully in the possession of the Intern prior to the disclosure to the Intern by the Company;
- d) Is independently created by the Intern without direct or indirect use of the Confidential Information; or
- e) The Intern rightfully obtains from a third party who has the right to transfer or disclose it.

31. The Confidential Information will also not include anything developed or produced by the Intern during The Intern's terms of Internship with the Company, including but not limited to, any intellectual property, process, design, development creation, research, invention, know-how, trade name, trade-mark or copyright that:

- a) Was developed without the use of equipment, supplies, facility or Confidential Information of the Company;
- b) Was developed entirely on the Intern's own time;
- c) Does not result from any work performed by the Intern for the Company; and
- d) Does not relate to any actual or reasonably anticipated business opportunity of the Company.

Duties and Obligations Concerning Confidential Information

32. The Intern agrees that a material term of the Intern's contract with the Company is to keep all Confidential Information absolutely confidential and protect its release from the public. The Intern agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Intern has obtained or which was disclosed to the Intern by the Company as a result of the Intern's Internship by the Company. The Intern agrees that if there is any question as to such disclosure then the Intern will seek out senior management of the Company prior to making any disclosure of the Company's information that may be covered by this Agreement.

33. The Intern agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of the Agreement cannot be reasonably or adequately compensated for in money damages, would cause

irreparable injury to Company, would gravely affect the effective and successful conduct of the Company's business and goodwill, and would be a material breach of this Agreement.

34. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Intern in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of the Agreement and will continue indefinitely from the date of such expiration or termination.

35. The Intern may disclose any of the Confidential Information:

- a. To a third party Company has consented in writing to such disclosure; or
- b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other government body after providing reasonable prior notice to the Company.

36. If the Intern loses or makes unauthorized disclosure of any of the Confidential Information, the Intern will immediately notify the Company and make all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

Termination Due to Discontinuance of Business

37. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Company will discontinue operating its business at the location where the Intern works, then, at the Company's sole option, and as permitted by law, the Agreement will terminate as of the last day of the month in which the Company ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

Termination of Internship

38. Where there is just cause for termination, the Company may terminate the Intern without notice, as permitted by law.

Remedies

39. In the event of a breach or threatened breach by the Intern of any of the provisions of this Agreement, the Intern agrees that the Company is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Company at law or in equity, in order to prevent or restrain any such breach by the Intern or by the Intern's partners, agents, representatives, interns, and/or any and all persons directly or indirectly acting for or with the Intern.

40. The Company and the Intern acknowledge this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competition jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Notices

41. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven(7) days after being placed in the

post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

- **Company:**

Name: Iidea Informatics

Address: City Gate, North Kattali, Chittagong

- **Intern:**

Name: SHEIKH AHSAN HABIB

National Id: 8680774497 Date of issue: 16/01/2018

Address: SHEIKH BARI, RALDIYA, ASHIKATI-3602, CHANDPUR

Modification of Agreement:

42. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representation of each party.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 22th day of MARCH, 2021.

COMPANY:

INTERN:
