



## **MEMORANDUM OF UNDERSTANDING (MOU)**

**Date:**

**MOU Reference No:** CBL/INV/2024/0085

**BETWEEN:**

**Cypher Bangladesh Ltd.**

**AND**

**Ms. Shompa Rani Biswas**

The Company and the Investor shall hereinafter be collectively referred to as the "Parties".

### **RECITALS:**

- A. The Company is engaged in [Biometric Prosthetic Leg Components buy Tender] and requires short-term working capital for its business operations.
- B. The Investor has agreed to provide a short-term investment of 20,000 BDT to the Company for a period of two (2) months.
- C. The Parties wish to record the terms and conditions governing this investment.



**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1: INVESTMENT AMOUNT**

1.1. The Investor agrees to provide a short-term investment of **Bangladeshi Taka Twenty Thousand Only (BDT 20,000/-)** to the Company.

**ARTICLE 2: TERM & MATURITY**

2.1. The tenure of this investment shall be for a period of **two (2) months**, commencing from the date of receipt of the full investment amount by the Company.

2.2. This deal shall mature, and the investment shall become due and payable, on or before the **1st of December, 2025**.

**ARTICLE 3: RETURN ON INVESTMENT**

3.1. In consideration for this investment, the Company agrees to provide the Investor with a return.

**ARTICLE 4: MODE OF PAYMENT**

4.1. The Investor shall transfer the investment sum of BDT 20,000/- to the Company's by Faisal Taysir (Co-founder of Cypher Bangladesh)

4.2. The Company shall repay the principal and the agreed return to the Investor's wisest way on the Maturity Date.

**ARTICLE 5: REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants that:

5.1. It is a duly incorporated and validly existing company under the laws of Bangladesh.

5.2. It has the full power and authority to enter into this MOU and to perform its obligations hereunder.

5.3. This MOU constitutes a legal, valid, and binding obligation of the Company.

**ARTICLE 6: TERMINATION AND SETTLEMENT**

6.1. The primary obligation of the Company is to settle the full dues on or before the Maturity Date of **1st December 2025**.

6.2. Upon full and final payment by the Company, this MOU shall be deemed fulfilled and terminated.

**ARTICLE 7: GOVERNING LAW AND DISPUTE RESOLUTION**

7.1. This MOU shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

7.2. Any dispute arising out of or in connection with this MOU shall be settled through mutual discussion between the Parties. Failing an amicable settlement, the dispute shall be referred to the competent courts of Dhaka, Bangladesh.



**ARTICLE 8: ENTIRE AGREEMENT**

8.1. This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, understandings, and agreements.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding on the date first above written.

**Signature**

**Md Rayhanul Nayeem**

**on behalf of  
Cypher Bangladesh Ltd.**

**Signature**

**The Investor  
Shompa Rani Biswas**