

orai No - 4871186351	

EMPLOYMENT CONTRACT OF MARUFUZZAMAN

Date: August 25, 2024.

This Employment Contract (this "Contract") is made effective as of September 01, 2024, by and between *KAHF YAZILIM ANONİM ŞİRKETİ*, Vergi Kimlik No *4871186351* a company under Türkiye Trade Registry (the "Kahf") and Marufuzzaman, Road 13, House No 50, Newajbug, Nandipara, Khilgaon, Dhaka, Mobile No: +8801938790501/+8801521445001 Email: marufuzzaman7@gmail.com

- 1. *KAHF YAZILIM ANONİM ŞİRKETİ*, operates in the software industry. Marufuzzaman will perform the job with the designation, QA Engineer of *KAHF YAZILIM ANONİM ŞİRKETİ*,
- 2. He will get a monthly salary of Sixty Thousand Taka (BDT 60,000)
- 3. Marufuzzaman will receive a salary of 60,000 BDT per month during his three-month probationary period. After this period, his performance will be reviewed, and his salary will be adjusted based on the outcome of the performance evaluation
- 4. Therefore, the parties agree as follows:

1. EMPLOYMENT. Kahf shall employ Marufuzzaman as a QA Engineer. He accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of Kahf and Kahf's supervisory personnel.

Marufuzzaman shall provide to Kahf the following services:

Job Description:

- Develop comprehensive test plans, strategies, and test cases based on project requirements, ensuring that all features are covered thoroughly
- Execute test cases to validate the functionality, performance, and security of critical operating applications.
- Maintain detailed documentation of test cases, test results, and testing procedures to ensure transparency and repeatability.
- Manage end-to-end test cycles, including deployment, regression, and performance testing.
- Design, develop, and maintain automated test scripts using Selenium, Cypress, and other industry-standard tools.
- Conduct performance and load testing to ensure system reliability, scalability, and performance under various conditions.
- Designing and implementing API testing frameworks and strategies
- Conduct database testing to ensure data integrity, validate data migrations, and verify backend processes.
- Perform API testing using tools like Postman, SoapUI, or REST Assured to validate functionality, reliability, performance, and security of APIs.





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- Adhering to established QA processes and guidelines to ensure the delivery of high-quality software solutions.
- Experience with automated testing tools e.g. Selenium, Appium, JMeter, Cypress etc.
- Generate detailed reports on test results, including any identified issues and suggestions for improvements. Provide feedback on the overall quality of the product.
- Ensure that the product meets all required compliance standards, including security, accessibility, and regulatory requirements.
- 2. BEST EFFORTS OF EMPLOYEES. Marufuzzaman agrees to perform faithfully, industriously, and to the best of Marufuzzaman's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Kahf. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Kahf may require from time to time.
- 3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by Marufuzzaman under this Contract, Kahf will pay Marufuzzaman a monthly salary of Sixty Thousand Taka (BDT 60,000) payable monthly within the seventh day of each month and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that He shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which he has not yet been paid, and for any commission earned in accordance with Kahf's customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and Kahf's customary procedures. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.
- 4. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Marufuzzaman shall provide Kahf with all information, suggestions, and recommendations regarding Kahf's business, of which Marufuzzaman has the knowledge, and will be of benefit to Kahf.
- 5. CONFIDENTIALITY. Marufuzzaman recognizes that Kahf has and will have information regarding the following:

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- products
- product design
- product roadmap
- hiring process
- human resources
- processes of any kind





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- technical matters
- trade secrets
- copyrights
- customer lists
- prices
- costs
- discounts
- business affairs
- future plans, and other vital information items (collectively, "Information") which are valuable, special, and unique assets of Kahf Guard. He agrees that he will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any information to any third party without the prior written consent of Kahf. Marufuzzaman will protect the Information and treat it as strictly confidential. A violation by Marufuzzaman of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.
- 6. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Marufuzzaman has disclosed (or has threatened to disclose) Information in violation of this Contract, Kahf shall be entitled to an injunction to restrain him from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Kahf shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- 7. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Contract shall remain in full force and after the voluntary or involuntary termination of Marufuzzaman's employment.
- 8. NON-COMPETE AGREEMENT. Marufuzzaman recognizes that the various items of Information are a special and unique asset of the company and need to be protected from improper disclosure. In consideration of the disclosure of the information to him, he agrees and covenants that during his or her employment by Kahf and following the termination of his employment, whether such termination is voluntary or involuntary, he will not directly or indirectly engage or do business with the same product he will or was working in here Kahf. This covenant shall apply to the geographical area that includes anywhere in the World. Directly or indirectly engaging in any competitive business includes, but is not limited to:





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- (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Kahf for the benefit of a third party that is engaged in such business. Marufuzzaman agrees that this non-compete provision will not adversely affect Marufuzzaman's livelihood.
- 9. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Marufuzzaman shall not have the right to make any contracts or commitments for or on behalf of Kahf without first obtaining the express written consent of Kahf.
- 10. BENEFITS. Marufuzzaman is entitled to the following leave benefits:
 - Marufuzzaman will get a day off on Saturday and Sunday in a week.
 - Government holidays will be as per government rules and the Kahf leave policy

Please note that any additional benefits by Kahf will not be included for Marufuzzaman.

- 11. TERM/TERMINATION. Marufuzzaman's employment under this Contract shall be for an unspecified term on an "at-will" basis. This Contract may be terminated by Kahf upon 1 month's written notice, and by Marufuzzaman upon 2 months' written notice. If Marufuzzaman is in violation of this Contract, Kahf may terminate employment without notice and with compensation to Marufuzzaman only to the date of such termination. The compensation paid under this Contract shall be Marufuzzaman's exclusive remedy.
- 12. COMPLIANCE WITH EMPLOYER'S RULES. Marufuzzaman agrees to comply with all of the rules and regulations of Kahf
- 13. RETURN OF PROPERTY. Upon termination of this Contract, Marufuzzaman shall deliver to Kahf all property that is Kahf's property or related to Kahf's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Marufuzzaman's possession or under Marufuzzaman's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Marufuzzaman.
- 14. ENTIRE AGREEMENT. This Contract contains the parties' entire agreement and there are no other promises or conditions in any other agreement, whether oral or written. This contract supersedes any prior written or oral agreements between the parties.
- 15. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
- 16. SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.





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17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently, enforce and compel strict compliance with every provision of this Contract.

18. APPLICABLE LAW. This Contract shall be governed by the laws of the Republic of Bangladesh.

19. SIGNATORIES. This Contract shall be signed by Md Zahirul Islam, Manager- HR & Admin, on behalf of Kahf, and by Marufuzzaman in an individual capacity. This Contract is effective as of the date first above written.

Zahir

Md Zahirul Islam

Manager-HR & Admin

KAHF YAZILIM ANONİM ŞİRKETİ

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Marufuzzaman

Road 13, House No 50, Newajbug, Nandipara, Khilgaon, Dhaka, Mobile No: +8801521445001 Email: marufuzzaman7@gmail.com

