

## **Agreement Document**

Date: April 1, 2023

Version 2.0

---

# **Agreement Between Tawasul International Co. & Mango IT Solutions**

### **Tawasul International Co.**

3295 King Abdullah Bin  
Abdulaziz Rd, Alworoud  
District, Riyadh, 12254 -  
8255, Saudi Arabia

---

### **Mango IT Solutions**

15/3 Old Palasia,  
Behind Sarda House,  
Indore, 452001, India



## Agreement – Tawasul International Co. and Mango IT Solutions

This Agreement is entered into as of 1<sup>st</sup> April, 2023 between **Tawasul International Co. (Company)** with office situated at 3295 King Abdullah Bin Abdulaziz Rd, Alworoud District, Riyadh, 12254 - 8255, Saudi Arabia and **Mango IT Solutions (Contractor)** with office situated at 15/3 Old Palasia, Behind Sarda House, Indore 452 001, INDIA.

(General Terms and Conditions)

### **1. Independent Contractor:**

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

### **2. Duties, Term, and Compensation:**

The Contractor's duties, term of engagement, compensation and provisions for payment are set forth in **Exhibit A and Exhibit B** in this agreement.

### **3. Production and Reporting**

#### **3.1. Written Reports.**

The Company may request that project plans and progress reports be provided by Contractor on a daily or weekly basis and Contractor shall submit via email as required. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. All reports required from Contractor shall be in such form and setting forth such information and data as is reasonably requested by the Company.

#### **3.2. Communication.**

The Company requires and The Contractor agrees that Contractor will be regularly accessible on working days for communication from Company via email, telephone, or online instant messaging, or other agreeable method. In the same way, The Contractor requires and Company agrees that Company will be regularly accessible as required for providing feedback and answers to Contractor's queries via email, telephone, IM or other agreeable method of communication.

### **4. Inventions and Proprietary Rights.**

4.1 Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by Contractor in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is nonexclusive, and may be assigned without the Contractor's prior written approval by the Company to an affiliate of the Company.

4.2 The Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Contractor in connection with neither such Services, nor any right to or interest in any copyright therein. Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Company as "works made for- hire" as that term is used in the Copyright Law of INDIA, and that the Company is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.

4.3 In the event that such Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Contractor hereby assigns to the Company any and all right, title, and interest the Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known of hereafter created. The Contractor agrees to execute such instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Company's ownership of such Materials, and all other rights, title, and interest therein.

4.4 Notwithstanding the foregoing, the Company acknowledges that the Contractor's ability to carry out the work required is heavily dependent upon Contractor's past experience in the industry and in providing similar services to others. Subject to the confidentiality provisions contained herein, generic information communicated to the Company in the course of this project either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms of 4.2 & 4.3 above. The Company does not permit the Contractor to use the project in his portfolio as business reference or put his name under site creation on the project.



## Agreement – Tawasul International Co. and Mango IT Solutions

### 5. Confidentiality.

5.1 The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, marketing and sales processes and methods, prospect and customer lists, accounts and procedures. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, **OR USE ANY OF THEM IN ANY MANNER, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.** All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into Contractors possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in Contractors possession or under Contractors control.

5.2 The Contractor agrees that the Contractor will not use the information furnished for any purpose other than as stated above, and agrees that the Contractor will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party except as provided for in this Agreement; provided, however that information furnished may be disclosed only to those associates, affiliates, colleagues and acquaintances of the Contractor and to the Contractor's advisors or representatives who need such information for the purpose of providing the Services hereunder (it being understood that those colleagues, advisors and representatives shall be informed by the Contractor of the confidential nature of such information and shall be directed by the Contractor to execute an approved Confidentiality Agreement with the Company and to treat such information confidentially).

5.3 The Contractor further agrees that the Contractor will not contact, communicate, or in any way communicate with the Company's customers or prospective customers **without the prior written consent of the Company** and shall at all times preserve the confidential nature of the Contractor's relationship to the Company and of the Services hereunder.

5.4 The Company agrees it will not for its own benefit, or for the benefit of any other person or entity, directly or indirectly solicit any employee, temporary employee, or independent contractor of the Contractor to reassign employment with the Company for any purpose whatsoever including the purpose of competing with the Contractor, or for the purpose of providing services to others which are similar to the services marketed, sold, or provided by the Contractor.

5.5 The Contractor agrees that the Contractor will not contact, communicate, or in any way communicate with the Company's employees, temporary employees, or independent contractors **without the prior written consent of the Company** and shall at all times preserve the confidential nature of the Contractors relationship to the Company and of the services hereunder; further the Contractor agrees it will not for its own benefit, or for the benefit of any other person or entity, directly or indirectly solicit any employee, temporary employee, or independent contractor of the Company to reassign employment with the Contractor for any purpose whatsoever including the purpose of competing with the Company, or for the purpose of providing services to other which are similar to the services marketed, sold, or provided by the Company.

5.6 The Contractor further agrees that the Contractor will **not disclose the Contractor's retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company** and shall at all times preserve the confidential nature of the Contractors relationship to the Company and of the services hereunder.

5.7 The Contractor shall not, without the prior written consent of the Company, use the Company's name in any advertising or promotional literature or publish any articles relating to the Company, this Agreement, or the Services and shall not otherwise refer to the retention of the Contractor to render consulting services hereunder.

### 6. Conflicts of Interest;

#### Non-hire Provision.

The Contractor represents that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractors duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Contractor does not have proprietary rights. During the term of this Agreement, the Contractor shall devote as much of the Contractors productive time, energy and abilities to the performance of the Contractors duties hereunder as is necessary to perform the required duties in a timely and productive manner.



## **Agreement – Tawasul International Co. and Mango IT Solutions**

### **7. Right to Injunction.**

The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Contractor under the Agreement are of a special, unique, unusual, and extraordinary character Which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative

### **8. Merger.**

This Agreement shall not be terminated by the merger or consolidation of the Company or the Contractor into or with any other entity.

### **9. Termination.**

9.1 In the event of the Contractors failure to perform any provision of this Agreement, the Company may give written notice to the Contractor of its failure to perform and the Contractor should remedy within 3 working days'. The Company may send further questions on the Contractor's reply if the Company is not satisfied with the response provided by the Contractor.

9.2 In addition, if the Contractor fails or refuses to comply with the written agreement policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company shall notify the Contractor in writing and the Contractor shall have 7 (seven) days from date of notification to respond and to rectify, correct, and cure said breach(es); and if the Contractor fails to respond and cure said breach(es), then Company may immediately terminate the engagement of the Contractor by giving written notice to the Contractor. Payment through the final date of work completed shall be paid by the Company to terminate the agreement.

### **10. Independent Contractor.**

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent the contractor in Contractors relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

### **11. Warranties and Indemnification.**

The Contractor represents and warrants that:

11.1 The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

11.2 The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;

11.3 The Materials will not contain libellous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;

11.4 The Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Contractor or any material contract to which it is a party;

11.5 The Contractor will perform the Services in accordance with the specifications established by the Company;

11.6 Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable



## Agreement – Tawasul International Co. and Mango IT Solutions

Remedies); entering into this Agreement will not violate the Charter or By-laws of the Company or any material contract to which it is a party.

11.7 The Contractor shall comply with all of the Company's standards and procedures when working on-site at the Company, including without limitation, standards relating to security.

11.8 The Contractor hereby indemnifies the Company, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Contractor hereunder, the work of employees of the Contractor while performing the Services of the Contractor hereunder, or any breach or alleged breach by the Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defines of, and any resolution or settlement relating to, such Loss. The Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

### 12. Successors and Assigns.

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

### 13. Choice of Law.

Being universally accepted, the laws of the state of New York, USA shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto irrespective of the geographical location of both the parties.

### 14. Headings.

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

### 15. Waiver.

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

### 16. Assignment.

The Contractor shall not assign any of the Contractors rights under this Agreement, or delegate the performance of any of the Contractors duties hereunder, without the prior written consent of the Company.

### 17. Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served via email on the official email as below and with a return receipt acknowledgement, or if deposited in the postal mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

#### If to the Company:

Tawasul International Co.–  
<https://www.tawasultech.com/>

Khalid Alshelail, Owner

**Address:** 3295 King Abdullah Bin Abdulaziz Rd, Alworoud District, Riyadh, 12254 - 8255, Saudi Arabia

**Tel:** +966 545401212

**E-mail address:** kshelail@tawasul.tech

#### If to the Contractor:

Mango IT solutions –  
[www.mangoitsolutions.com/](http://www.mangoitsolutions.com/)

Manish Pathak, CTO

**Address:** 15/3 Old Palasia, Behind Sarda House Indore 452 001, INDIA.

**Tel:** +91-731-4044117, 4046693

**E-mail address -** manish@mangoitsolutions.com





## Agreement – Tawasul International Co. and Mango IT Solutions

Any party here to may change its address for purposes of this paragraph by written notice given in the manner provided above.

### 18. Modification or Amendment.

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

### 19. Entire Understanding.

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

### 20. Unenforceability of Provisions.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**Tawasul International Co.–**  
<https://www.tawasultech.com/>

By:

**Khalid Alshelail, Owner**

**Mango IT solutions –**  
[www.mangoitsolutions.com/](http://www.mangoitsolutions.com/)

By:

**Manish Pathak, CTO**

## EXHIBIT A – DUTIES, CONDITIONS, TERM, COMPENSATION AND PAYMENT

**DUTIES:** The Contractor shall perform the services as below:

1. Software Requirements Specification Document creation – The Contractor shall prepare a SRS document based on and within the scope of the initial project requirements shared by the Company. The SRS document will cover detailed project specification broken down into modules/sub-modules including coding, testing, designing, documentation and others. This document shall be attached to the Agreement as Exhibit B.
2. Based on the shared requirements, the contractor has estimated no. of hours mentioned in the SRS document.
3. There can be increase in scope of the project as per the detailed understanding which might increase the no. of hours/days taken in the project development.
4. Coding and testing – The Contractor shall be responsible for the coding and testing as required per the project requirements.
5. Staging server – The Contractor shall provide a staging server for project development and testing.
6. Client demo and training – The Contractor shall provide a client demo of the project from time to time as required and also arrange for the offsite client training (2-3 hours or as per mutual understanding via Google Meeting) after the project completion.
7. **Warranty Period** – The Contractor shall be responsible to fix the errors as reported by the Company during the project execution phase. The Contractor shall also be responsible to fix any errors that are reported by the client within **1 week** of SRS completion. This is a Warranty Period only so Contractor should only responsible for issue fixation in the existing codebase. If company would like to add any extra feature into the system than that would be consider as change request and would chargeable as per the hourly rate.
8. Client side hosting – The Contractor shall host the application on the Company's servers and also guide in the server selection if required.
9. Code documentation – The Contractor shall provide technical code documentation as required.
10. Client reporting - Contractor will report on a daily basis (business day) or as mutually decided to the Company in connection with the performance of the duties under this Agreement.

**CONDITIONS:** The Company agrees to the following conditions as below:

1. Company Server setup – The Company is responsible for the server setup with the help of its collocation service partner, and it is not the liability of the Contractor for the client server setup and maintenance unless explicitly agreed to in the agreement. If there are any requirements for that, the Company is liable to pay additional charges to the Contractor as decided mutually.
2. Project Scope – The project time estimates are derived by the Contractor on the basis of the mutually agreed project scope which is defined by the SRS Documents (Exhibit B). Any additions or modifications to this project scope shall be treated as extra work for the Contractor and shall be done at an additional cost and at the reasonable convenience period of Mango IT Solutions.
3. Feedback – Contractor's work is dependent on the regular feedback provided by the Company on the Contractor's daily reporting and queries. If there is no feedback from the Company for 3 straight working days without any information, the Contractor shall



## Agreement – Tawasul International Co. and Mango IT Solutions

take that particular work as complete and approved, and any rework due to later feedback from the Company shall be charged as additional work.

4. Maintenance Period – The Contractor shall be liable to fix functional errors reported within the Support period (as mentioned above) after the project delivery on the Company's server. This period can increase based on the project scope and nature as decided explicitly in the Agreement. Any issues on the project after this support period shall be chargeable.
5. Designing issues – Once the designs is approved by the Company, any rework in the design shall be done at the approval of the Contractor (as it might not be possible in certain cases) and shall be taken as an additional work. Same is applicable for other design work and images for the project.
6. If there is delay from client side in assigning the task or providing the necessary details to continue the work then the idle hours will be billable as bear from the client side.
7. If there are idle hours in between the assigned working hours due to third party dependency from client side then the idle hours will be billable as bear from the client side.

### TERM:

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until the completion of the Contractor's duties under this Agreement. The Agreement may be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

1. The Contractor shall give estimated resource hours on the basis of SRS Document (Exhibit B), and the Company shall agree to that in writing. The project cost will be arrived at by multiplying the resource hours by the per man hours resource cost.
2. Given the 'custom' nature of the project, it is understood that on-going additional project clarification/adjustments or modifications might naturally be required for the production and completion of the Project. It is further understood 'good faith' misunderstandings are inevitable and will naturally occur on the part of both parties. As a result, minor adjustments shall not result in additional fees, while more substantial adjustments/modifications' shall be subject to additional fees. In the event that Contractor determines certain adjustments/modifications will result in additional fees, Contractor shall advise Company of such fees BEFORE additional work is performed, and Company and Contractor shall mutually agree upon amount and nature of such additional fees. In the event that the parties are unable to agree upon the nature and amount of such additional fees, the additional work will not be taken in the scope of the existing project. Any further approved additions will then result in the project cost escalation as the per man day resource cost mentioned above.
3. The Company can buy additional Support/Maintenance package from the Contractor beyond the support period mentioned above as per the requirements.

### COMPENSATION:

- I. The Company shall pay the Contractor on the basis of resource man hours input on the project.
- II. Per man hour resource cost is mentioned in the cost table below taking 9 working hours.
- III. The Contractor shall give estimated resource hours on the basis of SRS Document (Exhibit B), and the Company shall agree to that in writing. The project cost will be arrived at by multiplying the resource hours by the per man hours resource cost.
- IV. Given the 'custom' nature of the project, it is understood that on-going additional project clarification/adjustments or modifications might naturally be required the production and completion of the Project. It is further understood 'good faith' misunderstandings are inevitable and will naturally occur on the part of both parties. As a result, minor adjustments shall not result in additional fees, while more substantial adjustments/modifications' shall be subject to additional fees. In the event that Contractor determines certain adjustments/modifications will result in additional fees, Contractor shall advise Company of such fees BEFORE additional work is performed, and Company and Contractor shall mutually agree upon amount and nature of such additional fees. In the event that the parties are unable to agree upon the nature and amount of such additional fees, the additional work will not be taken in the scope of the existing project. Any further approved additions will then result in the project cost escalation as the per man day resource cost mentioned above.
- V. The Company can buy additional Support/Maintenance package from the Contractor beyond the support period mentioned above as per the requirements.
- VI. The current estimate is being evaluated on the basis of initial requirement. Once the project is being started, the project scope may be increase by 10%-15% because there are several hidden complexities which are encountered by the developer at the time of developing the DB structure and other modules. This will be added further in the final time and cost estimate of the project and shall take an approval from company.

### PAYMENT MODE & SCHEDULE:

1. Money to be paid as per milestone via Direct Bank Transfer.
2. Total project cost: \$ 1,500 USD



**Agreement –  
Tawasul International Co. and Mango IT Solutions**

**TIME AND COST FOR PROCESS:**

Sr. No.	Resource/Process	Monthly Cost
1.	SRS Document creation	\$1,500USD

**PAYMENT CHART:**

Milestones	Amount	Milestone Release Terms & Deliverables
Milestone 1	\$1,500 USD	We will create the complete SRS document and share it with the client.

- ✓ This Agreement can only be changed by the *signed* consent of both parties.
- ✓ The estimation shared by the contractor is based on the initial requirements. Estimation may vary more or less after receiving the final approval for the design from Company side.

**EXHIBIT B: SRS Document**

-----  
**Tawasul International Co.–**  
<https://www.tawasultech.com/>

By

**Khalid Alshelail, Owner**

-----  
**Mango IT solutions –**  
[www.mangoitsolutions.com/](http://www.mangoitsolutions.com/)

By

**Manish Pathak, CTO**