



## **Agreement Document**

Date: July' 10, 2022

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# **Agreement Between Shopstack Co.Ltd**



Shopstack Co.Ltd  
Lumpini, Bangkok-10330  
Thailand

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**Mango IT Solutions**  
15/3 Old Palasia,  
Behind Sarda House,  
Indore-452001, India



## **DEDICATED RESOURCE AGREEMENT FOR SOFTWARE DEVELOPMENT**

This Agreement is entered into as of the **10<sup>th</sup> July 2022** between **Shopstack Co Ltd** with office situated at Lumpini, Bangkok-10330, Thailand and **Mango IT Solutions** with office situated at 15/3 Old Palasia, Behind Sarda House, Indore 452001, INDIA. Here **Shopstack Co Ltd.** would further be referred to as "Company" and Mango IT Solutions as "Contractor".

### **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 thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as **Schedule A** which is hereby incorporated by reference.

### **3. Inventions and Proprietary Rights**

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.

### **4. Confidentiality**

The Contractor agrees that 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.

### **5. Conflicts of Interest, Non-hire Provision**

The Contractor represents that 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.

### **6. 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 Company 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.

### **7. Merger**



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

## **8. Termination**

Either the Company or the Contractor may terminate this contract with 30 days' advance written notice. The Contractor will provide all products developed while working on this agreement to the Company. The Contractor will be paid for items delivered before the termination date.

## **9. Warranties and Indemnification**

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.

Contractor hereby indemnifies and holds harmless 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 Contractor while performing the Services of the Contractor hereunder, or any breach or alleged breach by Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defence of, and any resolution or settlement relating to, such Loss. Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

## **10. 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.

## **11. Choice of Law**

Being universally accepted, the laws of the state of New York State 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.

## **12. Modification or Amendment**

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

## **13. 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.

#### 14. 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.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

#### SCHEDULE A – SERVICES, TERM, COMPENSATION AND PAYMENT

Broad spectrum of services to be provided by the **Magento Developer** under the dedicated resource agreement:

1. Coding - The resource will be eligible to do CMS/Custom coding as per the project requirements sent by the client.
2. Post-coding documentation - Technical code documentation including technical user tutorial, server setup documentation, db documentation, basic script and overall script linkage documentation.
3. Server hosting and maintenance - The resource shall be able to take care of the basic server admin work as required, but for any specialized work, there will be sys-admin requirement which will be billed extra as per the client approval.
4. Client reporting - Reporting will be done on a daily basis (business day) on Zoho Projects/Email.
5. Communication - The resource will be available Monday-Friday from 9.30 AM - 7.30 PM IST on email, IM and phone for the client consultation and feedback. The hours can be adjusted as per the client time zone availability and project requirements on a mutual understanding basis.
6. Resource monitoring and backup - A dedicated Account Manager is assigned on the project to monitor the resource working and problem solving if any on the resource end or with the client.
7. The AM is cced on all the communication so that he is aware of the project progress, and is allotted 5 hours per month for the resource/client interaction at the cost of the Contractor. Any additional hours if required are billed additional as per the client prior approval.

#### TERM:

- ✓ Working hours of resources would be between 9:30 am to 07:30 pm IST (Monday to Friday)
- ✓ Resources would be following the work days and holidays as per Indian calendar.
- ✓ Resources are entitled to take 1 and a half (1.5) leave/month and in case of a planned leave this would be notified to client well in advance.
- ✓ This engagement shall commence upon execution of this Agreement and the first payment, and shall continue in full force and effect until it is revoked by any of the parties giving one month written notice.
- ✓ The minimum term of this agreement is 3 months unless cancelled by either parties giving one month notice with evidence due to service/payment issues.
- ✓ If there is requirement of any other resource like designing/quality analysis/sys admin related work that needs another resource on ad-hoc basis, it will be billed as per the skill set on prior company with a specific hourly rate for each.
- ✓ 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.



- ✓ 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.

**COMPENSATION:**

Sr. No.	Resource	Hours/Month	Cost
1.	Magento Developer	25@\$40.00/hour	\$1,000 USD
Total Cost			\$1,000 USD/month

**PAYMENT MODE & SCHEDULE:**

- ✓ The rates are subjected to be revised annually (minimum 10%) on each resource costing.
- ✓ First invoice needs to be paid before resource assignment.
- ✓ Payment to be made in advance on a monthly basis for the subsequent month.
- ✓ The payment has to be done within 7 days of invoice generation – i.e. the invoice for subsequent month would be raised on 25<sup>th</sup> of current month, to be paid within 7 days of invoice generation
- ✓ No roll-over of hours allowed for resources.
- ✓ Bank Transfer fee to be paid at client's end.

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Signature : \_\_\_\_\_

Name: John Srivorakul Stephens

Designation: Co-Founder

Place: Thailand

Date: 10<sup>th</sup> July, 2022

Signature : \_\_\_\_\_

Client Name: Manish Pathak

Designation: CTO

Place: Indore, India

Date: 10<sup>th</sup> July, 2022