

BUSINESS PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made and entered into as of 7/14/2024, by and between:

****Partner 1:****

Name: MD. Saif Uddin Shrabon (Founder)

Address: Lekcity, Akhalia, Sylhet

Email: shrabon06065@gmail.com

****Partner 2:****

Name: Mahinur Rahman Mahi (Co-Founder)

Address: Subhanighat, Sylhet

Email: dev.mahinur.rahman@gmail.com

****RECITALS****

WHEREAS, the Partners wish to establish a business partnership for the purpose of providing software solutions;

WHEREAS, the Partners agree to enter into this Agreement to set forth the terms and conditions of their business relationship;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Partners hereby agree as follows:

****1. NAME AND BUSINESS****

The business of the Partnership shall be conducted under the name AlgoStack-BD (the "Partnership"). The principal office of the Partnership shall be located at 83/4-Lekcity, Akhalia, Sylhet Bangladesh, or such other place as the Partners may from time to time determine.

****2. PURPOSE****

The purpose of the Partnership is to engage in providing all kinds of software solutions, both client-based and product-based.

****3. TERM****

The Partnership shall commence on the date of this Agreement and shall continue until terminated as provided herein.

****4. CONTRIBUTIONS****

4.1 Initial Contributions. Each Partner shall make an initial capital contribution to the Partnership as follows:

- MD. Saif Uddin Shrabon: [Description of Contribution (Cash, Property, Services, etc.)]
- Mahinur Rahman Mahi: [Description of Contribution (Cash, Property, Services, etc.)]

4.2 Additional Contributions. Any additional contributions required by the Partnership shall be determined by mutual agreement of the Partners.

****5. PROFITS AND LOSSES****

The net profits and net losses of the Partnership shall be allocated to the Partners as follows:

- MD. Saif Uddin Shrabon shall hold a 55% ownership interest in the Partnership's profits and losses for the first Twenty Million Bangladeshi Taka (BDT 20,000,000) of net income.
- After the Partnership's net income exceeds Twenty Million Bangladeshi Taka (BDT 20,000,000), MD.Saif Uddin Shrabon and Mahinur Rahman Mahi shall each hold a 50% ownership interest.

****6. MANAGEMENT****

6.1 Management and Control. The management and control of the Partnership shall be vested in the Partners. All decisions shall be made by unanimous consent of the Partners unless otherwise specified in this Agreement.

6.2 Duties. Each Partner shall devote such time and effort to the business of the Partnership as is reasonably necessary for the proper conduct of the Partnership business.

****7. WITHDRAWAL****

No Partner may withdraw from the Partnership without the consent of the remaining Partner(s). Upon withdrawal, the withdrawing Partner's interest shall be valued and paid out in accordance with the terms set forth in this Agreement.

****8. DISSOLUTION****

The Partnership may be dissolved by mutual consent of the Partners or upon the occurrence of any of the following events:

- Withdrawal or death of a Partner
- Bankruptcy or insolvency of the Partnership
- By operation of law

****9. CONFIDENTIALITY****

Each Partner agrees to keep confidential all information pertaining to the business of the Partnership, including trade secrets, customer lists, and other proprietary information. The Partners shall not share the company's internal ideas or strategies with outsiders.

****10. NON-COMPETE****

During the term of this Agreement, the Partners shall not engage in any business that competes with the Partnership. This non-compete clause applies to the entire country of Bangladesh.

****11. EXCLUSIVITY AND POST-TERM ACTIVITIES****

11.1 The Partners shall not involve themselves in the formation of any similar type of company until this company is physically formed.

11.2 After three years, all customer and idea shares and execution shall be conducted through this company.

****12. CONSULTATION****

In the event of any problems, the Partners agree to consult with each other to resolve the issue.

****13. AMENDMENTS****

This Agreement may be amended only by a written agreement signed by all Partners.

****14. GOVERNING LAW****

This Agreement shall be governed by and construed in accordance with the laws of Bangladesh.

****15. MISCELLANEOUS****

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements and understandings.

15.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the day and year first above written.

Saif

MD. Saif Uddin Shrabon

Mahi

Mahinur Rahman Mahi

