

AGREEMENT BETWEEN “HAZOR GROUP LTD” [OWNER] AND [CONTRACTOR]

This Agreement between Owner and Contractor (the “Agreement”) is effective [20th August 2025],

BETWEEN: [HAZOR GROUP LTD], a company organized and existing under the laws of England and Wales of [United Kingdom], with its head office located at:

[20-22 Wen lock Road, London N1 7GU]

AND: [Sunab Baskota] (the "Contractor"), an individual operating and conducting business under the laws of [Nepal] with its head office located at:

[Gauradaha-05, Jhapa, Koshi, Nepal]

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the following work for:

“Complete Job Posted on Upwork “to testing and assurance sign off, optimisation, security & IP, closing implementation gaps, deployment of site, and documentation as outlined in JD, and as discussed (see Job posted on Upwork)”

as described in the requirements, and specification sheets prepared by [HAZOR GROUP LTD] and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

The Contractor agrees to perform website testing after completing any and all tasks, and the Owner would only consider tasks completed subject to website testing results being equally satisfactory in comparison to the initial testing result prior to tasks being deployed on a live site.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of [FIFTY DOLLARS, \$50.00], in “1” instalment via Upwork

Pay = \$50.00

The Contractor agrees to provide technical reassurances (all challenges considered), significant progress updates, Test and Deploy updates on a live site (**Domain TBD**) based on agreed Development Schedule and promised updates discussion with the Owner to be considered for payments. Pay is directly tied in conjunction with entire project completion (with a minimum 5days additional testing separately completed by the owner) under set forth agreement. The Owner reserve the rights to request any funds released or escrowed to contractor back via refund or chargeback, if work is not completed nor delivered as per requirement and shall prevail. The Owner under no circumstance will be required to make partial payment for incomplete work (this includes feedback tasks), faulty and unpolished product for each milestone either by breach of agreement or negligence of the contractor. The owner is absorbed and not responsible for payment failure or dispute over payment made to the contractor with third parties.

3. COMPLETION OF THE WORK

The Contractor agrees that the various portions of the above-described work shall be completed on or before the agreed development scheduled end dates, and delivered devoid of any fault. The Contractor agrees the entire above-described work shall be completed no later than [24th August 2025].

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE**

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

9. INDEMNIFICATION**

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of [FIFTEEN DOLLARS \$15.00] per [DAY] as liquidated damages until such time as the work is completed.

10. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

11. NON-COMPETITION

For a period of [FIVE YEARS] following termination of this Agreement, the Contractor shall not, directly or indirectly, through services to any partnership of which Contractor is a partner or employee or through any corporation or other entity in which Contractor has any interest or by whom is employed, compete with the Company or any of its affiliates or subsidiaries in [UNITED KINGDOM, UNITED STATES OF AMERICA, EUROPEAN STATES, and AFRICA] in any activity in which the Company or its affiliates or subsidiaries may have been engaged within [TWO] years prior to the termination of this Agreement.

12. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

13. WORKS FOR HIRE

The Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

14. LEGAL COMPLIANCE

The Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. The Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

15. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

16. DISPUTES

In the event of any disputes raised by either the Owner or the Contractor. This agreement shall serve as the only precedent to reach a determination on the outcome of such dispute. This applies to all parties included in the forming of this agreement, with no exception for any unlisted party or arbitrator.

17. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

18. DISCLOSURE OF PROJECT INFORMATION

All communication pertaining project progress from regular updates to preview of project progress MUST be sent via email to owner (HAZOR GROUP LTD) or as advised and agreed by owner for consideration of other means before the disclosure.

19. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

20. GOVERNING LAW

This agreement shall be interpreted under the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

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

OWNER

CONTRACTOR

Mashood Abdulsalam

Authorized Signature

Mashood Abdulsalam
Managing Director
HAZOR GROUP LTD

Print Name and Title

Authorized Signature

Print Name and Title