

EMPLOYMENT AGREEMENT OF ENOSIS SOLUTIONS

This Employment Agreement is made effective for all purposes and in all respects as of this 11 day of November 2018 by and between ENOSIS SOLUTIONS (hereinafter known as "Employer") and Raviul Hassan (hereinafter known as "Employee") who shall collectively be known herein as "the Parties".

RECITALS:

WHEREAS. Employer is engaged in the business of Software and Technology solutions.

WHEREAS. Employer wishes to employ Employee and Employee wishes to accept such employment on the terms and under the conditions recited below.

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. CAPACITY OF EMPLOYMENT:

Employee shall have the title of Software Engineer. Employee's duties shall consist of working on operational activities assigned by Employer.

2. TERMS OF EMPLOYMENT:

Employer shall employ Employee in the capacity set forth above commencing on December 1, 2018 (or such other date as the Parties may agree to) and continue, with no fixed termination date, until either Party shall give proper notice of termination of this employment agreement to the other.

2.1 Probation period: Employee will be on probation for a period of X months from the date of employment. If the Employee is found suitable for the appointed position and performance matches the standards defined by the Employer, employment would be formally confirmed. Employer reserves the rights to extend the probation period due to the lack of compliance on Employee's part during the initial probation period. Both the Employer and Employee reserves the rights to terminate at any time during probation period by providing a seven (7) days' notice in advance.

2.2 No fixed contract period: There shall be no fixed date of termination of this employment agreement and it shall continue indefinitely until either Party gives proper notice to the other as required in this paragraph. Furthermore, this is an "at will" employment arrangement and, as such, no cause is required by either party for termination hereof.

2.3 Notice Period: Employer wishing to give notice of termination of this agreement, shall give the Employee 30 (thirty) days advance notice. Employee wishing to terminate this agreement must provide at least 30 (thirty) days advance notice. The notice period does not commence until actually received by the other Party in writing.

2.4 Method of Notice: Notice of termination shall be given in writing delivered by any method.

3. CONFIDENTIALITY AND NON-COMPETE AGREEMENT

3.1 Confidentiality: Employee agrees, during or after the term of this employment, not to reveal confidential information or trade secrets to any person, firm, corporation, or entity. For purposes of the preceding sentence, "Confidential Information" means any information regarding Employer's business methods, Employer's clients' name and other relevant client details, business policies, procedures, techniques, research or development projects or results, sales and financial information of any kind, trade secrets or other knowledge possessed by Employer which is not generally known by individuals outside of the Employer (including Employer's employees, consultants and advisors).

Should Employee reveal or threaten to reveal the above information, the Company shall be entitled to an injunction restraining the Employee from leaving the employment of the Employer, or from rendering any services



to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.

3.2 Non-Compete Agreement: For a period of 10 years (the "Non-Compete Period") of the termination of employment with the Employer, Employee shall not, directly or indirectly, without the prior written consent of Employer, individually or in partnership with, as part of a joint venture with, or otherwise in conjunction in any other manner with any other entity be engaged in any manner whatsoever, including, without limitation, as an employee, employer, owner, partner, consultant, adviser, principal, agent, stockholder, member or proprietor, in any Business owned fully or partially by any of the clients of Employer or any business who has affiliation with any of Employer's clientele or any Business who delivers products or render services to any of Employer's Clients.

3.3 Non-Solicitation Agreement: Employee acknowledges the importance of the human resources engaged to the businesses carried on by the Employer; and accordingly, during the Non-Compete Period, Employee agrees that he/she shall not, directly or indirectly, induce or solicit or assist any third party in inducing or soliciting any employee or consultant of Enosis Solutions or any Affiliate to leave or to accept employment or engagement elsewhere. The Employee also acknowledges the importance to the business carried on by Enosis Solutions of the client and supplier relationships developed by it and them and the unique opportunity that Employee's employment or engagement and his/her access to the Confidential Information offers to interfere with these relationships. Accordingly, Employee agrees that he/she shall not after the termination of employment or engagement with the Employer, directly or indirectly, contact or solicit any person who Employer knows to be a prospective, current or former client or supplier of Enosis Solutions or any Affiliate for the purpose of selling to such client or buying from such supplier any Company Business products or services.

4. EMPLOYEE COMPENSATION:

For all services rendered by Employee under this agreement, Employee shall be paid according to the Employee Remuneration document attached to this document.

5. INTELLECTUAL WORK PRODUCT:

Any writing, invention, process, creative mark or other work which Employee may make or conceive of, either alone or with others, at any time while Employee is an employee of Employer which in any way relates to the business of Employer, shall be the sole property of Employer and Employee shall have no rights in nor claims thereto (including, but not limited to, rights or claims accruing under the copyright, trademark, or patent laws of any country). Employee must not make any unauthorized copies (hardcopy or electronic) of any work performed for the Employer or Employer's Clients.

6. INTEGRATION:

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any Employer manual or memorandum, the language of this contract shall control unless the external document specifically states that it shall act as a modification of company employment contracts and the Employee consents to this modification.

7. NON-ASSIGNABILITY BY EMPLOYEE:

This is a personal service contract, which must be performed by the individual named herein as Employee, and, as such, performance hereof may not be assigned or subcontracted without the express written consent of Employer. However, employer retains the power to assign or transfer its rights under this agreement.

8. SEVERABILITY:

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and



effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

9. MODIFICATION:

Except as provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of both the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

10. ACKNOWLEDGEMENTS:

Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it.

11. RETURN OF MATERIALS:

Employee agrees that upon the termination of his or her employment with Employer for any reason what so ever, Employee will promptly return to Employer all manuals, records, training materials, hardware, software, source codes, CDs, stationeries and other Confidential Information in his or her possession as well as equipment, if any, given to Employee by Employer for use during performing his or her duties.

12. EFFECT OF WAIVER OF BREACH:

The waiver by the Employer of a breach of any of the provisions of this agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

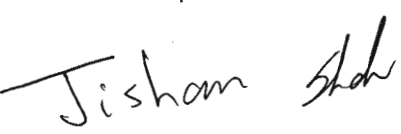
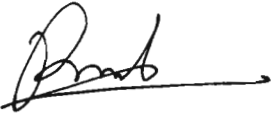
13. EXCLUSIVE JURISDICTION FOR SUIT IN CASE OF BREACH:

The Parties, by entering into this agreement, submit to jurisdiction of Bangladesh for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that Bangladesh shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

AFFIRMATION

Above mentioned terms and conditions of employment were explained to the Employee by the Employer. If a court declares any provision of this Agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this Agreement void, it shall be severed from this Agreement, the remainder of which shall remain in full force and effect. Employee acknowledges and accepts all the terms and conditions in sound mind.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Employer and Employee affix their signature hereto.

EMPLOYER	EMPLOYEE
	
ENOSIS SOLUTIONS	ENOSIS SOLUTIONS
By: JISHAN ZAKARIA SHAH	By: Rakibul Hassan
Title: CHIEF EXECUTIVE OFFICER	Title: Software Engineer
Dated:	Dated: 11.11.2018