



EMPLOYEE AGREEMENT

BETWEEN

Md. Sultanul Arefin

AND

Mindfork Tech Ltd.

*Md. Sultanul
Arefin*

28-06-2021

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as the "**Agreement**") is signed and entered into on **25th June, 2021** (hereinafter referred to as the "**Effective Date**") As you agree to join our company as a permanent employee from 23rd August and part-time employee, effective immediately (**from 25th June, 2021**), we are offering you to do your duties as a part time employee for the time being. As compensation of the services provided, you will be paid a hourly based.

BETWEEN

Mindfork Tech Ltd., a private limited and Information Technology firm (Incorporation No. C-144809/2018) registered under the Companies Act of 1994, having its current address at House 11B, Road 136, Gulshan, Dhaka 1212 and represented by its Managing Director, (hereinafter referred to as "**Mindfork Tech Ltd.**")

AND

Md. Sultanul Arefin, currently residing at 29/1, Diabari, Mirpur-1, Dhaka-1216 Bangladesh (hereinafter referred to as the "**Employee**"). The term **Employee** shall include unless excluded by or repugnant to the context, the heirs, executor, administrator and assigns of **Md. Sultanul Arefin**.

(Both **Mindfork Tech Ltd.** and the **Employee** shall hereinafter collectively be referred to as the "Parties")

1. PREAMBLE

- i. **Mindfork Tech Ltd.** desires to retain the services of the **Employee** as its **React Native Developer**.
- ii. **Mindfork Tech Ltd.** and the **Employee** desire to enter into this Agreement to set forth the terms and conditions of the employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other consideration, the Parties agree as follows:

2. TERM

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The **Employee** will be employed on a regular full-time basis at **Mindfork Tech Ltd.** The mutual expectation and as agreed by both Parties is that the **Employee** will serve at **Mindfork Tech Ltd.** for a minimum of **1 year starting from 23rd August 2021. Till then (23rd August 2021) Employee shall be affiliated with Mindfork Tech Ltd. as a part time employee.**

3. **DESIGNATION AND DUTIES OF THE EMPLOYEE**

- i. During the term of this Agreement, the **Employee** shall serve as **Mindfork Tech Ltd.'s React Native Developer.**
- ii. Apart from the responsibilities incidental to the position as **React Native Developer**, the **Employee** shall be in charge of the following duties.
 - a. Develop, test and maintain web and desktop-based applications, software or programs.
 - b. Develop software solutions by studying information needs; conferring with users; studying systems flow, data usage and work processes; investigating problem areas; following the software development lifecycle.
 - c. Determine operational feasibility by evaluating analysis, problem definition, requirements, solution development and proposed solutions
 - d. Document and demonstrate solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code.
 - e. Prepare and install solutions by determining and designing system specifications, standards and programming.
 - f. Improve operations by conducting systems analysis; recommending changes in policies and procedures.
 - g. Update job knowledge by studying state-of-the-art development tools, programming techniques and computing equipment; participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations

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- h. Protect operations by keeping information confidential
- i. Provide information by collecting, analyzing and summarizing development and service issues
- j. Accomplish engineering and organization mission by completing related results as needed
- k. Support and develop other software engineers by providing advice, coaching and educational opportunities
- l. Collaborate with team to brainstorm and create new products
- m. Make informed decisions quickly and taking ownership of services and applications at scale
- n. Work collaboratively with others to achieve goals
- o. Be a persistent, creative problem -solver
- p. Remain cool and effective in a crisis
- q. Stay on the leading edge of development practices
- r. Understand business needs and know how to create the tools to manage them
- s. Make regular reports to **Mindfork Tech Ltd.**
- t. Preparing reports, manuals and other documentation on the status, operation and maintenance of software.
- u. Evaluate existing and past projects and report to **Mindfork Tech Ltd.**
- v. Accomplishes information technology and organization mission by completing related results as needed.
- w. Develop hybrid mobile applications with react native development for iOS and Android.
- x. Follow designs that allow flexibility in UI, APIs, and different technologies such as 3rd party services such as maps.
- y. Publish and deploy apps in both Apple and Google App stores
- z. Develop application handles asynchronous request handling, partial page updates and AJAX.
- aa. Build reusable code and libraries for future use.

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bb. Follow coding standards, write clean code and understand code smells.

cc. Lead small projects / modules.

4. **EXCLUSIVITY**

- i. The **Employee** hereby agrees and affirms that he will devote his best efforts, time and skills exclusively to the discharge of his duties and responsibilities to **Mindfork Tech Ltd.** under this Agreement.
- ii. The **Employee** shall pay attention exclusively to the business and affairs of **Mindfork Tech Ltd.**
- iii. The **Employee** shall not take any personal advantage of any business opportunities that may arise during his employment with **Mindfork Tech Ltd.** and will immediately disclose the same to his supervisor for advice, in case any such situation arises.
- iv. During the term of this Agreement, the **Employee** cannot engage in any other profession, employment, trade or business whatsoever, whether directly or indirectly, except when a written approval has been obtained from **Mindfork Tech Ltd.**

5. **PART TIME PROVISION**

Employee shall be employed at **Mindfork Tech Ltd.** till **23rd August** as a part-time employee. All terms of full-time contract will apply to part time contract. **Employee** shall commit a minimum of **16 hours per week** and will get paid on a **pro-rata basis** of the gross salary.

6. **PROBATIONARY PERIOD**

Probationary period is of **3 Months**, and certain benefits and facilities may be restricted the **Employee** in according to HR policy, **Mindfork Tech Ltd.** reserves the right to terminate **Employee** in probationary period with a **25 days'** notice. Similarly, during probationary period, **Employee** may resign from their position with a 25 days' notice. When, resigning during probationary period, **Mindfork Tech Ltd.** is not liable to provide any form of document / recommendation / additional facilities to **Employee**. Probation period will start from 25th June 2021. During the probation period, **Employee** will be given a leave of maximum

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3 days. In case of leave, employee is required to notify **Mindfork Tech Ltd.** in advance of three days.

7. **RENUMERATION AND BENEFITS**

In consideration for the **Employee's** services, the **Employee** shall receive a gross salary of **BDT 40,000 (forty thousand taka only)**. The breakdown is as follows:

Basic Salary	BDT 20,000
Housing	BDT 10,000
Transport	BDT 6,000
Medical Allowance	BDT 4,000
Total	BDT 40,000

8. **SALARY INCREMENT**

Employee's salary shall be reviewed at the end of every employment year. Increment shall be provided based on your individual performance, the performance of the **Mindfork Tech Ltd.** and overall economy of the country.

9. **BONUS**

Employee shall be paid two bonuses per calendar year. Each bonus shall be equivalent to half of the per month salary. Bonuses will be provided during 02 (Two) Eid Festivals. Employee will be eligible for bonus after completing one year with **Mindfork Tech Ltd.**

10. **OVERTIME**

Employee shall be eligible for overtime pay depending on the type of work and performance of the **Employee**. Overtime can also be done from home and may be paid both in accordance to working hour or a base flat amount for certain period of overtime done. However, it should be clearly noted that **Mindfork Tech Ltd.** reserves the right over the terms of overtime pay and shall not be held liable if **Mindfork Tech Ltd.** decides to not provide any overtime pay.

11. **PROFIT SHARING**

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There exist facilities for profit sharing in the company. However, it is to be noted that the **Mindfork Tech Ltd.** reserves all rights to terms of profit sharing, which includes amount/percentage of profit, time and eligibility of Profit Sharing.

12. **DISCRETIONARY / PERFORMANCE BONUS**

Employee is eligible for annual discretionary bonus. Any such bonus shall be paid at the discretion of the Founder Management of the Company. In addition, performance bonus is available for individuals' subject to assessment of your performance as well as that of **Mindfork Tech Ltd.**

13. **PROVIDENT FUND**

Mindfork Tech Ltd. also provides provident fund facilities for the employees where, **Employee** will be enrolled automatically in the time of joining. 2% of **Employee's** gross salary will be deducted on a monthly basis in Reference to your provident fund. Company provident fund policy will be applicable.

14. **LEAVES AND HOLIDAYS**

- i. **Employee** shall be entitled to casual Leave with full wages for 10 (Ten) days in a calendar year. It will not be accumulated and carried forward to the succeeding year.
- ii. Every worker shall be entitled to sick leave with full wages for a total period of 14 (Fourteen) days in a year. It will not be accumulated and carried forward to the succeeding year.
- iii. After the **Employee** has completed a period of one-year continuous service in the establishment, he shall be allowed leave & it calculated at the rate of 1 (One) day for every 18 (Eighteen) days of work.

All leaves will require prior approval according to the company policy. For further clarification and specification of leave and holidays policy, HR Policy of **Mindfork Tech Ltd.** shall take precedence.

15. **TRAINING**

It is envisaged that the Mindfork Tech Ltd. may provide you with training at overseas and local sites, subject to professional and business requirement. The training is an investment in you by the Mindfork Tech Ltd. in order to strengthen

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the in-house knowledge base, capabilities and future stability of the Company. As such, it is expected that the Mindfork Tech Ltd. is able to convey the benefits of the training to other people in the Mindfork Tech Ltd., who have not had the privilege of being trained, and to the clients, who are expected to be the ultimate beneficiaries of such training.

16. **TERMINATION**

- i. Notwithstanding the provisions of the HR Policy, it is agreed between the Parties that the termination of this Agreement shall be governed by the provisions of this Agreement.
- ii. If the **Employee** fails to perform his duties under this Agreement for a continuous period of 20 days due to any reason whatsoever **Mindfork Tech Ltd.** can terminate this Agreement forthwith, without any delay.
- iii. It is agreed between the Parties that **Mindfork Tech Ltd.** can terminate this Agreement without assigning any cause whatsoever by giving 2 (two) months' notice in writing or by making a payment equivalent to 2 (two) months' salary, in lieu of the said notice.
- iv. It is agreed between the Parties that **Mindfork Tech Ltd.** can terminate this Agreement forthwith if the **Employee** is involved in any misconduct in connection with the performance of his duties under this Agreement. The following actions or active omissions (as the case may be), without limitation, from the part of the **Employee**, shall be treated as misconduct:
 - a. embezzlement of or any attempt to embezzle the funds and/ or property of **Mindfork Tech Ltd.**;
 - b. securing or attempting to secure personally any profit or benefit of any nature whatsoever in connection with any transaction entered into or to be entered into on behalf of **Mindfork Tech Ltd.**;
 - c. misrepresentation to **Mindfork Tech Ltd.**, or any violation of any applicable law or regulations;
 - d. commission of an act involving moral turpitude, dishonesty, theft, unethical business conduct, or conduct that impairs or injures the reputation of, or harms, **Mindfork Tech Ltd.**;

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- e. disloyalty especially aiding a competitor;
 - f. deliberate failure to devote his full-time and best efforts to **Mindfork Tech Ltd.'s** business and affairs to the satisfaction of **Mindfork Tech Ltd.;**
 - g. any breach of this Agreement;
 - h. any other acts or omission from the part of the **Employee** which prejudices or tends to prejudice the interest of **Mindfork Tech Ltd.**
- v. In such a case, Mindfork Tech Ltd. is not liable to provide any form of document/recommendation to **Employee.**
- vi. In case of gross misconduct via unethical means, **Mindfork Tech Ltd.** may withhold **Employee's** compensation.

17. RESIGNATION

The **Employee** may, at any time after 20 (twenty) months of service with **Mindfork Tech Ltd.**, resign from **Mindfork Tech Ltd.** by giving 2 (two) month's prior notice in writing to **Mindfork Tech Ltd.** If **Employee** fails to give prior notice, **Employee** must compensate **Mindfork Tech Ltd.** with two month's salary. **Employee** must return and hand over all company equipment, proprietary technology, technical files, relevant documents and, relevant resources.

18. CONFLICT OF INTEREST

- i. The **Employee** hereby agrees and affirms that they shall not be engaged by anyone or by any means whatsoever in any action, business, transaction that reasonably conflicts or is likely to come in conflict with the interest of **Mindfork Tech Ltd.**
- ii. The **Employee** further agrees that he shall bring forth with any matter which may possibly conflict with the interest of the Company to the attention of **Mindfork Tech Ltd.**

19. RESTRICTIVE COVENANTS

Confidentiality

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- i. The **Employee** shall not, whether directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person, firm, company or corporation, other than in the course of performance of his duties and for the benefit of **Mindfork Tech Ltd.**, either during the term of this Agreement or at any time thereafter, Information of **Mindfork Tech Ltd.** and/or any of its affiliates that has been obtained by the **Employee** during his employment under this Agreement.
- ii. For the purposes of this Agreement, "Information" shall mean and include (whether marked/ identified as "Confidential" or not) all and every information and data including, but not limited to, any marketing strategies, plans, financial information, or projections, operations, estimates, business plans and performance results relating to the past, present or future business activities, plans for products or services, strategy, technology, data, methods, software, processes, full or partial source code, curriculum, research, donor, customer, student lists, any technical information, invention, design, process, procedure, improvement, technology or method, any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, flow charts, databases, inventions, information, trade secrets (whether or not protected by patent, copyright or trademark) and any other information that should reasonably be recognized as information relating to **Mindfork Tech Ltd.** and contained in any tangible or intangible format whatsoever.
- iii. It is unconditionally agreed that the **Employee** shall not disclose or cause to be disclosed any Information and/or part of it to anyone and shall exercise every reasonable care, prudence and available means to protect the same from being public except under the provisions of this Agreement.

Non-competition

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- iv. Given the nature of **Mindfork Tech Ltd.'s** business, it is acknowledged and agreed by the **Employee** that, during the term of this Agreement and for **1 (year)** thereafter, the **Employee** shall not, whether directly or indirectly, whether for himself or for any other person or entity, solicit, aid and/or induce any **Employee** or consultant of **Mindfork Tech Ltd.** to leave such employment in order to accept employment with or render services to any other person and/or entity other than **Mindfork Tech Ltd.**

20. **INTELLECTUAL PROPERTY RIGHTS**

- i. The **Employee** hereby assigns and transfers to **Mindfork Tech Ltd.** his entire right, title, and interest in and to all Innovations made during the term of this Agreement. The **Employee** hereby grants **Mindfork Tech Ltd.** a perpetual, royalty-free, exclusive, worldwide license to fully exploit and use any intellectual property rights in such Innovations.
- ii. For purposes of the foregoing Clause, "Innovation" shall mean and include, but not limited to, all ideas, concepts, improvements, designs and discoveries (whether or not patentable), whether made solely or jointly with others, which relate to the business, work, research and/ or development of **Mindfork Tech Ltd.**
- iii. It is acknowledged and agreed by the **Employee** that, during the period from his date of employment until the date of his resignation, in the development of any intellectual property rights including, without limitation, existing or pending patents, process designs, inventions (whether or not patentable), software architecture, software code (to the extent any such code is not open source), business and trade secrets, donor and student information, curriculum development and courses, designs and any work (software or design) that may be copyrightable or not (collectively, "Intellectual Property Rights"), any such Intellectual Property Rights developed by the **Employee** was done in his capacity as an **Employee** of the Company (and hence as "work made for hire" which by law belongs to **Mindfork Tech Ltd.**) and, accordingly, the **Employee**

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acknowledges and agrees that he has no right or claim to any such Intellectual Property Rights. The **Employee** further hereby agrees, promptly upon request by **Mindfork Tech Ltd.**, to execute any and all such documents, including assignment agreements or forms prescribed by applicable government authorities in charge of protecting Intellectual Property Rights, as may be necessary or appropriate from time to time, in order to confirm such ownership by **Mindfork Tech Ltd.** or for the protection and enforcement of any such Intellectual Property Rights.

21. NON-ASSIGNMENT

- i. This Agreement is personal in nature and hence the **Employee** shall not assign, transfer or delegate this Agreement or any rights or obligations hereunder without the written consent of **Mindfork Tech Ltd.**
- ii. Without limiting the generality or effect of the foregoing, the **Employee's** right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a payment by **Mindfork Tech Ltd.** of dues of the **Employee** to the descendant or legal representative of the **Employee** in case of his death or disability.

22. GOVERNING LAW

- i. The validity, performance and all matters relating to the effect of the Agreement and any amendment hereto shall be governed by the laws of Bangladesh.
- ii. Where such laws conflict with this Agreement, the laws of Bangladesh shall prevail.

23. RESOLUTION OF DISPUTES

- i. The Parties shall make every effort to resolve amicably by direct in formal negotiation any disagreement or disputes arising between themselves under or in connection with this Agreement.
- ii. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act 2001.

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- iii. The place of arbitration shall be Dhaka, Bangladesh.
- iv. The language to be used in the arbitral proceedings shall be English.
- v. The Parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

24. CHANGES

Changes may be made within the scope of this Agreement through mutual agreement in writing between the Parties.

25. LANGUAGE OF AGREEMENT

In the event that this Agreement is translated into any other language, the English Language version hereof shall take precedence and govern.

26. NOTICES

- i. Each communication to be made hereunder shall be in writing and, unless otherwise stated, may be made by email or letter.
- ii. Notices required to be given by one Party to another shall be in the English language unless expressly agreed otherwise, and shall be deemed properly served if reduced to writing and personally delivered or transmitted by registered post to the addresses of the Parties above, or by email with confirmation receipt, and shall be effective upon receipt.
- iii. All postal notices shall be sent to the addresses of the Parties given above
- iv. Either Party may change the address for giving notice from time to time by written instructions to the other of such change of address

27. SEVERABILITY

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

28. COMPLIANCE WITH LAWS

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Each of the Parties shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority or agency having or asserting jurisdiction over the subject matter hereof, and expressed public policies. The Parties agree that it shall not take any action that would be illegal or in violation of those applicable laws, rules, ordinances, regulations, executive orders and/or policies.

29. RELATIONSHIP

- i. The performance of services by the **Employee** hereunder is in the capacity of a working **Employee** of **Mindfork Tech Ltd.** Accordingly, nothing contained in this Agreement shall be construed as establishing a joint venture, partnership or agency relationship between the Parties.
- ii. The **Employee's** authority shall be determined by reference to this Agreement only or otherwise pursuant to instructions issued by **Mindfork Tech Ltd.**

30. GENERAL

- i. The Parties undertake with each other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.
- ii. The Parties shall use reasonable endeavors to procure that any necessary third Parties shall execute and perform all such further deeds, documents, assurances, acts and things to carry the provisions of this Agreement into full force and effect.
- iii. Any date or period mentioned in this Agreement may not be extended unless prior written consent is obtained from the Parties.
- iv. Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

31. CONSTRUCTION AGAINST THE DRAFTER

If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties

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and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supercedes all prior discussions, agreements, and representations, whether oral or written and whether or not executed by either Party. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by the Parties.

Executed **25th June, 2021** ("Execution Date")

Signed by Mindfork Tech Ltd.

Signed by Md. Sultanul Arefin

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Arefin 28-06-2021