

DRAFT Profit-Loss Sharing Contract (PLSC)

Made and Entered into by and Between

First Party :

- 1) **Mysoftheaven (BD) Ltd.**
Plot #28, 6th floor, shyamoli,
Adabor, Dhaka-1207.
Bangladesh.

And

Second Party :

- 2) **Mazharul Islam.**
Director AKAMAI Properties Ltd.
House #55, Probal Housing, Ring Road, Mohammadpur, Dhaka-1207.
Bangladesh.

If agreed the Profit - Loss Sharing Contract (PLSC), a MOU will be Signed between Parties :

Now therefore draft MOU will be signed between **1st Party** and **2nd Party** under the following terms and conditions:

Terms and Conditions :

Regarding formation of the Project/Company and the responsibilities of the Parties involved in overseas Software & IT development activities, the mission and objectives will be accomplished as follows:

1. Every software development activities will be accomplished by the 1st Party. 2nd Party will explore overseas market, negotiate and prepare the environment of the project.

Whereas the **1st Party** and **2nd Party** have agreed to launch the business operation for their mutual benefit, the project operation will be managed by from 1st party.

Regarding Profit Sharing:

1st Party will enjoy 70% of Profit & Loss Account (PLA), accordingly the 2nd Party will enjoy 30% from the PLA. (The ratio applicable only when any project without any partial investment to the client and without major any others cost involvement)

1st Party will enjoy 80% of Profit & Loss Account (PLA), accordingly the 2nd Party will enjoy 20% from the PLA. (The ratio applicable only when any project with any partial investment to the client and any others major cost involvement) .

2. First party will provide all the technical concept , idea to carry out the project and finally they will develop the project for the client and responsible for any kinds of future updating .

3. 2nd party will get the amount of money according to the ratio paid by the client each time. First party will provide all type of technical activities and 2nd party will help to get the payment right time and negotiate with the client .

4. 2nd party will get the same commission from the others project related to same department , organization , ministry in future if the contact person same as first time contract. But if 2nd party manage any new project with same department but person are different source in future then 2nd party will not get any commission for that . in that case 2nd party will inform to 2nd party about the project.

5. First party will provide account pay check to the first party once first party get any check from the client.
6. Signing the contracts – the responsibilities of signing the contracts will be vested on both the parties (1st Part & 2nd Party).
7. To the extent that first party hereby assigns to Client all rights, title, and interest in any intellectual property created or developed by Developer for Client . **Mysoftheaven (BD) Ltd.** All the project will be developed By **Mysoftheaven (BD) Ltd.** And owned by **Mysoftheaven (BD) Ltd.**
8. Breach of any condition as mentioned in this agreement will be considered as fraud and will be settled by the parties to the agreement themselves or via the laws of country or other official body having jurisdiction over the matters.

In future if the terms and condition may alter, modify or change according to both parties negotiation .

IN WITNESSTH WHEREOF, both **the 1st Party** and **the 2nd Party** under the above Terms and Conditions **will be signed** this **MOU** on this day..... ofApril of Two Thousand Fifteen (2015) of the Christian calendar year.

Signature of the 1st Party

Signature of the 2nd Party

W I T N E S S
1.