

Memorandum of Understanding (MOU)

This Memorandum of Understanding (the “MOU”) is made in Dhaka on the 11th June 2019 and is entered into:

Between

Rural Power Company Limited, a public limited company incorporated under the laws of Bangladesh, having its registered office at House#19, Road#1/B, Sector#09, Uttara Model Town, Dhaka-1230., Bangladesh (hereinafter referred to as RPCL) as FIRST party

AND

NixTec Systems, a private limited company incorporated under the laws of Bangladesh, having its corporate office at House: 910, Road: 12, Avenue: 2, Mirpur DOHS, Dhaka- 1216 (hereinafter referred to as NixTec) as SECOND party

Whereas

The Parties intend to enter into this MOU to help each other in innovation activities.
The relevant details and references are as follows:

1.0 Nature of the MOU

This MOU shall be executed between RPCL and NixTec and the terms and conditions therein shall be applicable for both the parties.

2.0 Purpose Government of Bangladesh every year sets an “Innovation Work Plan” for government organization for promoting innovative activities so that public services can be more accessible with less cost, visit or time. In this connection, RPCL has been working on different innovative projects which are brainchild of RPCL employees. RPCL Self-Assessment and Training Evaluation software is such a initiative through which paperless training evaluation can be done easily. Apart from this, this software has a vast knowledge bank focusing on power sector. Any person can learn from this knowledge bank online and also take part in exam and asses themselves. RPCL has also been working on other automation software like “Smart Office”. It is a mobile apps which house all employees’ general information, important reports, meeting resolution etc. that make daily office activities smarter. Through Smart Office apps any notification, message can be circulated instantly. More and more features (Ex: SMS integration) are being tried to incorporate.

On the other hand, NixTec Systems is a dynamic and progressive young software company with a clear objective – to provide its clients with innovative and cost-effective business solutions through the efficient deployment and integration of information technology. NixTec will help RPCL by giving their expertise opinion in developing IT related innovative projects. Apart from knowledge sharing, NixTech can offer different solution that can be incorporated to. In this way, both RPCL and NixTec will be mutually benefited to understand how industry seeks for different innovative approach and how to solve those.

3.0 Term of MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 (one) Year. This MOU may be terminated, without cause, by either party upon 7 (Seven) days prior written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4.0 Responsibilities of RPCL

- 4.1 RPCL will seek different suggestion while implementing ICT in different innovative project.
- 4.2 RPCL may seek different solution (Ex: SMS sending) from NixTech.
- 4.3 RPCL will invite NixTech at the time of showcasing of its innovative projects.

5.0 Responsibilities of NixTech

- 5.1 NixTech will inform RPCL about possible ICT implementation in public services related to RPCL.
- 5.2 NixTech may invite RPCL at their corporate office to exchange ICT knowledge.
- 5.3 NixTech may invite concerned RPCL officers if they arrange any seminar that is related to ICT implementation in power sector.

6.0 Financial Terms

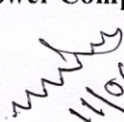
This MOU doesn't involve any financial binding. No party can claim any money on providing any service.

7.0 General Provisions

- A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of Bangladesh
- C. Entirety of Agreement.** This MOU, consisting of 2 (two), pages, represents the entire and integrated agreement between the parties.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

The parties have executed (as an agreement) this MOU in Dhaka on the day, month and year first above written.

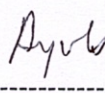
Rural Power Company Limited


11/06/2019

Name: **Md. Salim Bhuiyan**

Designation: Executive Director (Engineering)

NixTec Systems


11/06/2019

Name: **Ayub Ali**

Designation: Chief Executive Officer