

COPYRIGHT TRANSFER AGREEMENT

Between:

1. MD Atiqur Rahman, located House #10/A, Road #9, Mohammadia Housing Society, Dhaka-1207, Bangladesh
hereinafter referred to as: **"Transferor"**

And

2. RS106 B.V. located at 2903 AC Capelle aan den IJssel on the Duikerlaan 262 hereby legally represented by its director mister drs. A. A. Sharif, hereinafter referred to as : **"Acquirer"**

Hereinafter together referred to as: **"Parties"**

Taking into account that:

1. Transferor developed software Plandentall commissioned by Acquirer
2. Transferor is the entitled party to the copyright on the software;
3. Parties have agreed that Acquirer should be the entitled party to the copyrights;
4. the Software was first made public in the Netherlands;
5. according to the applicable Dutch law for transfer of copyright a deed is required;
6. Parties want to transfer the copyright via this Agreement;
7. this Agreement is a deed in the sense of Dutch law.

Parties hereby declare and consent to:

Article 1. Definitions

1. The terms used in this agreement and her attachments will be defined as following:
 - Agreement: the present agreement including the Attachments;
 - Attachment: an attachment that has been included with the Agreement and is an integral part of the Agreement;
 - Software: all previous, current and future versions of the computer program that Transferor has developed, is currently developing and will develop, as described in more detail in Attachment 1.

Article 2. Attachments

1. The Agreement comes with the following attachments, which are attached to the Agreement and are part of the Agreement, unless specified otherwise:
 - a. Attachment 1: Description of Software
2. Parties have read the attachments, are informed of the content and are in agreement regarding the content.
3. In case of discrepancies between the provisions from the attachment and the Agreement, the provisions from the Agreement will prevail.

Article 3. Transference intellectual property Software

1. Transferor hereby declares to have full ownership and property of the copyrights regarding the Software and is entitled to transfer those rights.
2. Transferor hereby transfers the whole of the copyrights to the Software in all forms, including accompanying documentation, also including the competencies that the law grants, or shall grant, to them, to the Acquirer.
3. Transferor hereby transfers and delivers on forehand to Acquirer the copyright to all future versions of the Software and the accompanying documentation, that will arise when the Software is developed further.
4. The transferred copyright includes the rights to make the Software further public and multiply the program in the sense of the Dutch Copyright law (Auteurswet). The copyright is transferred between the boundaries of the law and without any restrictions.
5. Hereby explicitly noted is that the transferred copyright rest on all appearances of the Software, including source- and object code.
6. This Agreement is a deed in the sense of article 2 section 3 Dutch Copyright law (Auteurswet).
7. To the extent that the Software contains databases in the sense of article 1 Dutch Databases law (Databankenwet), will these current and future rights be transferred to Acquirer. This Agreement is a deed in the sense of article 2 section 4 Dutch Databases law (Databankenwet).
8. Acquirer accepts the transfers as is described in this Agreement.

Article 4. Securing transfer

1. If in the circumstances that after signing of this Agreement by judicial verdict is declared that any intellectual property(rights) on the Software come to rest on the Transferor, these rights will be transferred on forehand to the Acquirer on the grounds of this Agreement, which transfer immediately after the origin of those rights is accepted by Transferor.
2. If the transfer as is described in the previous section requires a deed, Transferor hereby authorizes Acquirer for now and in the future irrevocably to sign the required deed on behalf of Transferor, unabated the obligation of Transferor to comply, on the first request of Acquirer, with the transfer of those rights without reservations.

Article 5. Actual availability Software

1. Transferor will make the most recent version of the Software available to Acquirer on a therefor suitable carrier as soon as possible after the signing of the Agreement.
2. After every version/release of the Software the Transferor will make this version available to the Acquirer on a suitable carrier or via other (electronic) means.
3. Acquirer becomes owner of the carriers and the containing Software and other containing data as mentioned in the previous sections.

Article 6. Disclaimer

1. Transferor guaranties that the Software will not infringe on any intellectual property rights form acquirer and other parties and that the use of the Software is not otherwise unlawful regarding Acquirer or third parties. Transferor safeguards for (legal) claims from third parties.

Article 7. Other provisions

1. (General) terms and conditions of Transferor are not applicable to the Agreement.
2. Agreements and/or terms which Parties have made before this Agreement will be voided if they conflict with provisions in the Agreement.
3. Acquiror reserves the right to amend the Agreement to the latest applicable laws and regulations and Transferor is required to cooperate and will not withhold her cooperation on unreasonable grounds.
4. In the circumstances that one of the provisions of the Agreement is invalid, in violation with the law or voided, the other provisions will not lose their legitimacy. Parties will negotiate new provisions in replacement of the voided or not enforceable provisions, that honour the meaning of those provisions.

Article 8. Applicable law

1. Dutch law is applicable to this Agreement.
2. In case of any dispute the courts located in The Hague will be authorised.

As agreed and signed in duplicate:

Transferor

Name: MD Atiqur Rahman

Place: Dhaka, Bangladesh

Date:

Acquirer RS106 B.V.

Name: Ali Abass Sharif

Place: Capelle aan den IJssel, the Netherlands

Date:

Attachment 1: DESCRIPTION OF SOFTWARE

Article 1. Further definition of software

1. In this Annex, the term “Software” used in the Agreement is further defined and supplemented.
2. The term “Software” covers all (previous, current and future) versions of the online platform with the following data:

Name program : Plandentall

Current version number : 1

Standard or customized work : Customized

Programming language / languages : Laravel, php, vue js, bootstrap

Database data : Yes, Mysql.

Development environment : Yes, will be set up

3. The term Software also includes:
 - a. All source code;
 - b. All object code;
 - c. The functional design;
 - d. The technical design;
 - e. The test systems and test system files with corresponding source code;
 - f. The compilation-, configuration-, and version management files;
 - g. Source code management information;
 - h. The database design;
 - i. The user manual;
 - j. The marketing concepts and marketing materials associated with the Software;

- k. The installation manual;
- l. The application management manual;
- m. All other technical documentation
- n. All training and training materials;
- o. All other matters that must reasonably be considered part of the Software referred to in paragraph 2, or that are otherwise part of the software.