



## Scan to Tell (STT)

Owned by

Company Owner: Mr. Mubashar Ahmad Minhas  
4MB Technologies (e.k.)  
Stentenberg Str 31  
51702 Bergneustadt  
GERMANY

## Pakistan marketing contract

Presented to

**Mr. Sohail Hanif**

**Owner**

**Karam Kimya**

Please write here your address

Date: 03.07.2023

<b>Product</b>	<b>Scan to Tell (STT)</b>
<b>Owned by (Company)</b>	<b>4 MB Technologies</b>
<b>Company owner</b>	<b>Mubashar Ahamad Minhas</b>
<b>German ID</b>	<b>Y077LCL4X</b>
<b>Nationality</b>	<b>Pakistani</b>
<b>Pak ID</b>	<b>35401-7868820-5</b>
<b>Company and owner address</b>	<b>Stentenber Str 31, 51702 Bergneustadt, Germany</b>
<b>Contract presented to</b>	<b>Mr. Shohail Hanif</b>
<b>Company</b>	<b>Karam Kimiya</b>
<b>Address</b>	<b>Pls fill out</b>
<b>Nationality</b>	<b>Pls fill out</b>
<b>Pak ID</b>	<b>Pls fill out</b>
<b>Contract date</b>	<b>03.07.2023</b>
<b>Contract start date</b>	<b>01.08.2023</b>
<b>Contract period</b>	<b>Unlimited, until terminated by any party</b>

**This CONTRACT made as of 03.07.2023**

**Between: 4 MB Technologies owned by Mubashar Ahmad Minhas and Karam Kiyima owned by Mr. Sohail Hanif for the “product STT” marketing and selling in PAKISTAN**

**This contract will be governed by the laws of Islamic Republic of Pakistan and Federal Republic of Germnay**

This contract is for the marketing and selling collaboration for STT (Scan to Tell) between Karam Kimya (here after called KK) owned by Mr. Sohail Hanif and 4 MB Technologies (here after called 4MB) owned by Mr. Mubashar Ahmad Minhas

## **Scope of Services**

STT comprises of two products, one is the STT Web back-end office (here after called "Web") and a mobile APP for Android and iOS (here after called App).

Web provides different functionalities for the user mainly making the Product / Article QR Codes (embedding all of the product data in images, Texts, videos, external links, certificates etc all in one QR Code without having any live URL), bulk QR Code (production QR codes for one Article including production parameters like vendor, variant combination, batch number, manufacture date, expiry date etc) and the personal QR Code (dynamic and static QR Codes for the entities url, Text, etc). Web also provides the user deep scanning and customer products interaction analytics, which the user can download the data for its use. Web also provides the Inbox facility to the users, where the web user can communicate with his customers product specifically.

App provides different functionalities to their users for QR Code scanning, creating as well as saving. In App, user can develop their customised wallet and manage their stuff accordingly. In App, user can save the web generated Product / article QR Code after scan in his customised wallet. He can put the warranty and other desired alarms. In App user can digitalize his personal physical stuff, by saving their images, name, remarks in text, Pdf files and so. The saved physical stuff in the app will create a QR code and link which can be shared digitally. In App user can chat with the company for the specific product for the Web generated product / article/ bulk QR Code.

This contract is to collaborate for the marketing services mainly for web and also for App in PAKISTAN only.

### **1. Working scope**

1. KK will represent the STT in PAKISTAN.
2. KK will identify business opportunities and establish relationship with potential clients all across Pakistan.
3. KK will demonstrate and exercise power based selling techniques and develop appropriate sales strategies and activities to ensure a successful and efficient sales campaign in Pakistan.
4. KK will develop and increase revenue streams on strategic, tactical and operative level in Pakistan.
5. They will clearly communicate the STT business concept needed to attract the attention of the customers at all levels.
6. 4MB will not interfere and do direct marketing in Pakistan without the prior KK's consent in writing.
7. 4MB will provide every possible support and the material needed for this marketing.
8. 4MB will also deliver the presentation, interact directly with the customer where needed with KK's consent.
9. 4MB will not charge any cost for this support, material, travel or any other services provided to KK to enhance the Pakistan customer base.

10. KK will do the marketing mainly for web by any means as they want, it includes the cold emailing, cold calling, direct customer approach, in person visits, social media and digital marketing and another way not mentioned here.
11. 4MB will not pay any sort of expenses occurring on these marketing activities individually or any other KK's team member, however will pay the lump sum amount as described in the payment section.
12. KK and the team members will use their own domain Email addresses for STT marketing in Pakistan, However the Email address on the domain @qrcode-stt.com by the 4MB can be provided to KK's team as needed upon request.
13. KK team members will enter every customer communication activity in the database / software provided by 4MB or any other if they have and can use it.
14. The data entered in the software or collected by any means during this contract period for Pakistan marketing, belongs to 4MB, KK may keep a copy with him.
15. Weekly accumulative report will be generated and sent to 4MB regularly.
16. Any other report may be asked and sent other than above mentioned weekly report.
17. KK will co-ordinate any 4MB's in person visits to Pakistan for STT marketing.

## **2. Exclusive rights to services and loyalty**

The KK will devote all his attention, knowledge and skills to STT business interests and shall do all so in good faith and best efforts. KK understands that he will only be entitled to the sales-based commission as set forth in this agreement. KK and his team will refrain from any interest, of any kind whatsoever, in any business competitive to 4MB business. KK further acknowledge that he will not engage in any form of activity that produces a "Conflict of Interest" with those of the 4MB unless agreed to in advance and in writing.

## **3. Sales packages and revenues**

1. Only B2B (customised) packages will be offered in Pakistan. No any of the regular package for B2C or B2B will be offered in Pakistan. Detail for these regular packages can be found on STT web site ([www.qrcode-stt.com](http://www.qrcode-stt.com)).
2. All of the revenue generated from Pakistani customers will come to KK bank accounts for the initial months.
3. When 4MB personals are able to travel to Pakistan, a joint account with the 4MB and KK will be opened.
4. After the joint account has been opened, all of the revenue from Pakistani customers will come to that joint account.
5. **For the customised packages**, KK and the team will negotiate the client independently the price (monthly or yearly) and the payment term, and will send the email to 4MB to create the required customised package which the user can register and use further.
6. 4MB will create the customised package accordingly and will inform the respective clients and KK.
7. All of the Web users from Pakistan, have to abide by the 4MB's Terms of service, privacy policy and cookie policy and described on web site [www.qrcode-stt.com](http://www.qrcode-stt.com) . Any violation to these policies may end in services suspension or even termination for the account.

8. For the App, presently most the services are free for all of the users, however 4MB also offer their services to the user at very minimal cost to their users across the world.
9. This Contract does not include the revenue generated from for App users from Pakistan.
- 10. This Contract does not include any revenue generated from the web and app users data, like advertisement, app monetization etc.**
- 11. Agreement for any other revenue streams other than Web packages is to be discussed and finalised time to time.**
12. This agreement includes any new features and services added to Web and App in future and the revenue collected by those new services.

#### **4. Remuneration**

1. KK will **keep 45% of the revenue collected as commission form Pakistan.**
2. This commission amount will be based on the total revenue collected **including value added Tax (VAT)**. Every payment collected by the Web and App users include 20% of the VAT (**Need to discuss**).
3. KK will keep the record for the customers coming from Pakistan and share the detail of monthly revenue collected maximum by the end of first week for every month.
4. **55% of the revenue collected** will be paid in Pakistan, to the nominated Bank Account by 4MB.
5. The revenue amount to 4MB will be paid on monthly basis for which KK will conclude the payment and inform 4MB accordingly. 4MB may also purpose for the payment details.
6. The revenue amount will be paid to 4MB between 10<sup>th</sup> to 15<sup>th</sup> of the month.
7. **For the monthly and yearly packages, the revenue amount to 4MB will be paid upon the total revenue collected in one month (Need to discuss).**
8. This payment agreement will remain in effect as long as both of the parties binds to this agreement and keep the working relationship.
9. No commission payment for the yearly or monthly packages will be made after the termination of this agreement, no matter what ever the circumstances are.

#### **5. Adherence to company's Policy**

KK and his team agree to adhere by all of the policies, procedure, and regulations set forth by the company (4MB). These policies. Procedures, rules and regulations include, but not limited to, those set forth with in the 4MB code of conduct or any other personal practices for the policy or the company. To the extent that the company's policies, procedures, rules and regulations conflict with the terms of this agreement, the specific terms of this agreement will control.

#### **6. Property rights**

##### **a. Existing and new customers**

KK agrees that all the existing customers or clients of the 4MB will remain the property of the company as the condition of this Contract. KK agrees that any customers and clientele generated by him pursuant to contract with the company are the customers and clientele of the company and subject to the company.

##### **b. Records and accounts**

KK agrees that all of those records and accounts maintained during the course of Agreement are the company's property, shall remain current and maintained.

**c. Return upon termination**

KK agrees that upon termination of this agreement, he will return to 4MB all off the company property, including but not limited to, intellectual property, trade secret information, customers lists, operations manual, handbook, records and accounts, materials subject to copywrite, trademark or patent protection, customers or company's information, business documents, reports etc .

**7. Termination and modification**

**1. Termination:**

**This agreement will remain in effect for an unlimited period of time until and unless terminated from any side as explained below**

- a. With just cause, with advance notification, either party may terminate the contract with **SIX (06) months' notice period**. The 4MB have the rights to dismiss this agreement if KK or any of his team member is found in misconduct or violation of company's code of conduct.
- b. If KK want to cancel this Agreement on a one-day notice, all operational loss will be charged to him.
- c. KK will provide an official handover of all the property as mentioned above to the designated personals by the 4MB during the transition period.

**2. Modification:**

- a. This Agreement may be modified for successive period on the terms mutually agreed by both of the parties.
- b. Any modifications in the scope of the Agreement during the life of contract from the 4MB to the KK & vice versa would result is the revesion of the contract.
- c. All such modifications would be mutually decided by both the parties. This would result in either amendment to the current contract or formulation of a new contract.

**8. Conflict resolution**

Any conflicts arising during the course of work between the 4MB and KK would be mutually resolved. The 4MB and the KK both will safeguard the interest of each other & would resolve every problem or conflict jointly, protecting the interest of the organisation & the set objectives would be the utmost goal of both of the parties.

Any dispute which cannot be settled by the 4MB or KK via a mutual decision-making process will be sent to an arbitrator of mutual consent.

**9. Agreement**

I hereby certify that the information I have provided on this application for the agreement is true and correct. I authorise 4M / KK to verify the information, by conducting criminal records check and or by other means, including contacting legal authorities whom I have not listed.

The Validity, interpretation, construction and working of this agreement shall be governed by the laws of Federal Republic of Germany.

**Signed Company:**

**Mr. Mubashar Ahmad Minhas**

Signed **Mr. Sohail Hanif**

Signed witness 1

Signed witness 2