

## MEMORANDUM OF UNDERSTANDING / NON DISCLOSURE AGREEMENT

### MOU & NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCND)

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU) is made on this DATE Day of MONTH YEAR w.e.f. Day of Month YEAR .

#### BETWEEN

Mr. Kartik Gilani (hereinafter referred to as "PARTY A"), S/o Late Anil Kumar Gilani and Late Shalini Gilani Founder & Sole Proprietor of M/s. Ennate Global Services(EGS) running his specialization service business(es) in viz:

- a) Event Management-Corporate Films, Branding (Indoor & Outdoor) , Live Plays Chanakya-Managed Event Solutions(MES).
- b) Workshops-Six Sigma, TOC, Lean Six Sigma, Sales(TLSSE)-Managed Workshop Solution-(MWS).
- c) Consulting-Six Sigma, TOC, Lean Six Sigma, Sales(TLSSE)-Managed Consulting Solution(MCS).
- d) Consulting-Real Estate Management-Rent/Lease, Sell-Managed Real Estate Solution(MRES)
- e) Human Resource Management-IT and Non IT Recruitments-Managed Human Resource Solution(MHRS).
- f) Call Centre and its allied activities in other sectors –Inbound, Outbound , Blended- (Managed Contact Centre Solution(MCCS).
- g) Website Designing & Development(e-commerce, Dynamic, Static)- Managed Information Service Solution(MIS).
- h) Documentations-Legal Agreements, Service Level Agreement(SLA),Managed Documentation Solution(MDS)

Under the head /category of **Managed Campaign Solution(MCS)**.

whose Registered office address and the owner at F-71,Sector-11,Noida-201301,Distt.Gautam Buddha Nagar, (U.P.) , India and shall not include its lawful representatives and permitted assigns; which expression unless shall unless the context does not so admit, include his legal representatives, executors, administrators, heirs, successors and assigns of one part.

## BETWEEN

Mr., **NAME DESIGNATION** of M/s. .(hereinafter referred to as "PARTY B") a whose **COMPANY'S NAME** address is at Registered **Office Address:** and shall include its lawful representatives and permitted assigns; who has been duly authorized to sign and execute the present agreement, (which expression shall, unless the context does not so admit, include their representatives, executors, administrators, heirs, successors, assigns and liquidators) of the other parts.

The expression of .PARTY B unless repugnant to the context, shall mean and include their Heirs, Representative, Successors, Successors in Interest and Administrators.

## WHEREAS

The PARTY B has approached to PARTY A for doing the Non Voice, E-mail & Chat projects BPO/ITES process under the banner of M/s. Ennate Global Services. (PARTY A) International client (xxxx).

WHEREAS, the PARTY A is the legal heir of his Father Late Anil Kumar Gilani and in possession of premises situated at F-71, SECTOR-11, NOIDA, and DISTT. GAUTAM BUDH NAGAR (U.P.).The said premises (Second Floor) is being used by the PARTY A to serve various contractors/consulting business and working PARTY B would serve as a remote call centre for various types of services of Non Voice email, chat projects BPO/ITES projects.

**WHEREAS**, the PARTY B hereby approached to PARTY A to assign them as a remote call centre/contractor for various types of Call Centre, Data Processing and Management on an agreed consideration

The Party A may terminate this contract by giving one month's prior notice in writing to the PARTY B.

Party B has approached to Part A and desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the **Terms and Conditions** as contained herein.

1. The business will be carried on at call centre's Registered Office Address and no at such other place or places, as shall be agreed to by the both Parties from time to time.
2. That Both would Indemnify each other in all respects and especially related to Financial Expenses, any Misuse of Financials, Financial obligations etc.
3. That the PARTY B shall permit the PARTY A (s) or his agents (s) to enter upon the said Call centre Premises for inspection during reasonable hours, when necessary.

#### 4. THE BANKERS OF THE PARTY'S A SHALL BE BANK:

The Federal Bank Limited,

Branch Address: Federal Towers, H-362, Shopping Complex, Sector-22, Noida

Distt. Gautam Budh Nagar

Current Account Name: M/s. Ennate Global Services.

IFSC Code: FDRL0001340

MICR Code: 110049006

Current Bank account Number: 13400200024815

#### THE BANKERS OF THE PARTY'S B SHALL BE BANK:

Bank Name:

Branch Address:

Account Name: M/s. **COMPANY'S NAME**

Current Account Number:

IFSC Code:

MICR Code:

Swift Bank Code:

5. The PARTY B and PARTY A shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date and shall not be removed from the place of business without the consent of all the PARTY A.

6. Each party shall-

- (i) Be just, transparent and faithful to other PARTY in the transactions relating to business;
- (ii) Pay their separate debts and indemnify the other PARTY and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof;
- (iii) Give full information and truthful explanations of all matters relating to the affairs to all the partners at all times.

7. No party shall without the consent of the other party-

- (i) Mortgage, charge or assign his share in the assets or profits of the firm.

(vi) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.

(vii) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the property may be endangered.

8. That, PARTY A and PARTY B would deal in Financial Transactions with Transparency,

In case the cash is received by the client M/s .Ennate Global Services client or by other sources, both parties have to intimate each other and deposit in Bank.

9. On the death of any Party A or Party B, during the continuance of this MOU, the firm shall be dissolved; the surviving PARTY shall not have the option to purchase the share of the deceased Party, in the business and the property and goodwill thereof.

10. If a Party retires or becomes insolvent, then this MOU will be dissolved, and the remaining Party, shall not have the option to purchase the share of such Party.

#### 11. I) KEY RESPONSIBILITY AREAS (KRA'S) / SCOPE OF WORK (PARTY B)

The Parties agree to collaborated efforts in the areas of:

- a) Any other areas of co-operation as agreed to by the Parties from time to time.
- b) Manage day to day operations and reporting to MS Excel for the Conversions done, as per SLA(Service Level Agreement)

Call Centre and Its Operations:

- (i) Schedule and delegate work to respective people.
- (ii) Document the above and share reports on daily/weekly basis.
- (iii) Daily Check and respond emails
- (iv) Be Discipline and Punctual
- (v) Sending daily/weekly report to PARTY A

The Parties to this MoU agree to continue discussions and communication on the areas as identified in respect of their implementation and in identifying each Party's function.

**Pricing – BPO Voice for Contact/Call Centers**

Sr. No.	Activities	Price(INR)
1	<p><b>INBOUND PROCESS: 3 SEATS</b></p> <p><b>Inclusive of Service Tax</b></p> <p><b>If required, TDS will be deducted from invoice payment from our end</b></p> <p><b>1<sup>ST</sup> MONTH -60% Target Achievement <b>10% Incentives</b></b></p> <p><b>2<sup>nd</sup> MONTH – 70% Target Achievement <b>15% Incentives</b></b></p> <p><b>3<sup>rd</sup> MONTH ONWARDS – 80% Target Achievement <b>20% Incentives</b></b></p> <p><b>Payment: 20% Advance Booking Amount of Total Value of Project as Administrative Charges</b></p>	<p align="center">Rs. 20,000 per seat</p>
2	<p><b>OUTBOUND PROCESS: 2 SEATS</b></p> <p><b>Inclusive of Service Tax</b></p> <p><b>If required, TDS will be deducted from invoice payment from our end</b></p> <p><b>1<sup>ST</sup> MONTH -60% Target Achievement <b>10% Incentives</b></b></p> <p><b>2<sup>nd</sup> MONTH – 70% Target Achievement <b>15% Incentives</b></b></p> <p><b>3<sup>rd</sup> MONTH ONWARDS – 80% Target Achievement <b>20% Incentives</b></b></p> <p><b>Payment: 20% Advance Booking Amount of Total Value of Project as Administrative Charges</b></p>	<p align="center">Rs. 22,000 per seat</p>

3	<p><b>BLENDED PROCESS: 2 SEATS</b></p> <p><b>E-mail / Chat Process</b></p> <p><b>Inclusive of Service Tax</b></p> <p><b>If required, TDS will be deducted from invoice payment from our end</b></p> <p><b>1<sup>ST</sup> MONTH -60% Target Achievement 10% Incentives</b></p> <p><b>2<sup>nd</sup> MONTH – 70% Target Achievement 15% Incentives</b></p> <p><b>3<sup>rd</sup> MONTH ONWARDS – 80% Target Achievement 20% Incentives</b></p> <p><b>Payment: 20% Advance Booking Amount of Total Value of Project as Administrative Charges</b></p>	<p><b>Rs.</b> <b>15,000</b> <b>per seat</b></p>
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If the PARTY B fails to fulfill Service Level Agreement, then, Ennate Global Services would not bear any charges.

## II) KEY RESPONSIBILITY AREAS (KRA'S) / SCOPE OF WORK (PARTY A)

- (i) Finalization of Projects
- (ii) Schedule and delegate work to respective people
- (iii) Check security measures
- (iv) Be Discipline and Punctual

**\* Throughput: The average speed of delivery is 5 hours / day i.e. (5 / 8)**

## 12. AREAS OF CO-OPERATION:

Both Parties agree to collaborate efforts in the areas of:

- a) Non Voice (E-mail & Chat) BPO/ITES projects Business services Outsourcing, of Call Centre and its allied activities.
- b) Any other areas of co-operation as agreed to by the Parties from time to time.

### 13. DURATION AND TERMINATION

This MoU shall remain in effect for 12 months from the effective date or until terminated by either party with thirty (30) days written notice.

This MoU may be extended for a further period as may be agreed in writing by the Parties.

### 14. FINANCIAL ARRANGEMENTS

The capital of the parties shall be which shall be contributed by the PARTY A and PARTY B in the following proportions.

M/s. Ennate Global Services (PARTY A) will deduct a 10% as a service charges (Exclusive Taxes and other Taxes) in INR of the total Billing amount on every billing from (call Centre) Party B, in case the payments are realized through Ennate Global Services International Clients (xxxx) to PARTY B.

PARTY B., **Company Name** will pay a sum of 10 Lakhs INR as BD Fees to Ennate Global Services (EGS), other than service charges mentioned above.

- i) In case, of Trainings provided by M/s. Ennate Global Services to Call Centre Party B, all charges including Travelling Allowance, Hotel and Lodging Charges at the Call Centre premises/office, would be borne by the Call centre Party B.

This MoU shall give rise to all financial obligation(s) by one Party to the other.

(ii) In case, during the course of any Pre, Middle and Post marketing, Sales, legal, Quality, Finance, Administration, Human Resource, Security and operations activities of any project/campaign, if any cost of savings/sales incurred viz, technical, non technical or other services rendered by Party A to Party B, then Party A would charge a flat 20% as a service/consultancy (Excluding service taxes or other taxes), charges invoiced to Party B., which would be paid on raising an Invoice by Party A to Party B (other than the Total Billing of the project/campaign) immediately through Bank Transfers/ NEFT/Internet Banking/Cash/Cheque/IMPS as mutually decided by both Parties, which excludes Para (i) of Point 14.

## 15. CONFIDENTIALITY

- a. Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- b. For purposes of this MoU, “confidential information” means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not LIMITED to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- c. Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

## 16. SETTLEMENT OF DISPUTES

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.
2. In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

## 17. NON CONTRACTUAL NATURE OF RELATIONSHIP

- a. Nothing contained herein shall be construed so as to constitute a joint venture partner or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.



- b. The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

## 18. REVISION, VARIATION AND AMENDMENT

- a. Either Party may request in writing a revision, variation or amendment of this MoU.
- b. Any such revision, variation or amendment agreed to by either Party shall be in writing and shall form part of this MoU.
- c. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- d. Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.
- e. After expiry of this agreement, the new 12 months agreement will be made as deemed fit with mutual consent of both the parties.

## 19. SUPERVENING EVENTS

Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

Notwithstanding, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

## 20 . NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

## DEFINITION OF CONFIDENTIAL INFORMATION

### 1. For the purposes of and throughout this MOU,

“Confidential Information” means and includes without limitation, any information disclosed, either directly or indirectly, in writing or orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) during the course of the discussions/negotiations for a potential strategic business alliance/relationship (the “Discussions”) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) including (a) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party’s business that is not generally known; (b) the Disclosing Party’s products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of the Disclosing Party, business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third parties; and (d) the terms and conditions of this MOU.

Confidential Information excludes information that: (i) can be shown with documents as already known to the Receiving Party at the time that it is disclosed to Receiving Party; (ii) is in or comes to public domain through no fault, wrongful act or breach of this MOU on the part of the Receiving Party; (iii) has been independently developed by Receiving Party without breach of this MOU or infringement of the proprietary rights of Disclosing Party; (iv) has been rightfully received from a third-party without restriction on disclosure and without breach of this MOU; (v) has been approved in writing for disclosure by Disclosing Party; (vi) has been disclosed pursuant to a requirement of government agency or law; (vii) has been disclosed in written, graphic or other tangible form unless clearly designated in writing as “confidential” or “proprietary”;

Proprietary Information shall include any and all patent, trademark, copyright, trade secret and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not LIMITED to improvements and modifications thereto and derivations there from.

## 21. GRANT OF ACCESS AND LIMITATION ON USE

Each party as a Receiving Party expressly agree to use any Confidential Information disclosed by the other party only as provided in this MOU, and understand that any unauthorized disclosure or misuse of the Confidential Information of the other party may result in substantial and irreparable damage to such party.

Each party as a Receiving Party further agree and undertake to hold the Confidential and Proprietary Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third parties or to use such information for any purposes whatsoever.

Each party, as a Receiving Party agrees:

- a) That all Confidential Information acquired by the Receiving Party from the other party will be and will remain the exclusive property of the source.
- b) That information provided by the other party is only for the purposes of examining potential business opportunities with or relating to the other party, and that the Receiving Party will not use any or all of the Confidential Information in any other manner whatsoever.
- c) That without the prior written consent of the other party, the Receiving Party will not in any manner or at any time disclose, disseminate, publish or otherwise provide, either orally or in written manner, to any employee, agent, contractor, firm, corporation, organization, or entity any Confidential Information, except to such Receiving Party's employees, agents or contractors who have an express need to know such information in order to carry out their duties.
- d) That the Receiving Party will treat the other party's Confidential Information with the same procedures and precautions each party uses to protect its own information that it does not wish to be disclosed from unauthorized disclosures or other misuse.
- e) The Parties agree that they do not intend nor will they, directly, or indirectly, export or transmit any Confidential Information or Materials to any country to which such export or transmission is restricted by regulation or statute.
- f) To return promptly to the Disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request.
- g) That the obligations set forth in this Section 2 with respect to Confidential Information will extend for a period of 180 days following the date of initial disclosure of that Confidential Information, and that obligation will continue notwithstanding the termination of employment, partnership or business relationship with the Receiving Party or any and all individuals who received the Confidential Information in terms of this MOU.
- h) The employees of COMPANY'S NAME , would behave ethically and in a professional way with employees of Ennate Global Services, maintaining good fruitful relationships and vice versa.

## 22. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential and Proprietary Information remains the property of the Disclosing Party including (a) copyrightable or copy righted material, any translations, abridgments, revisions or other form in which an existing work may be recast, transformed or adapted; (b) patentable or patented material, any continuation, reissuance or improvement thereon; and (c) material which is protected by trade secret and, any new material derived from such existing trade secret material, including new material which may be protected by, copyright, patent and/or trade secret law. By disclosing information to the other party, a party does not grant any express or implied right to the other party to or under the original party's patents, copyrights, trademarks or trade secret information.

## 23. HOLD HARMLESS

{23(a)} COMPANY'S NAME shall defend, indemnify and hold harmless ENNATE GLOBAL SERVICES from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by any individual or other entity, or imposed by a court of law or by administrative action of any central, state, or local government body or agency, arising out of or incident to any acts, commissions, negligence, or willful misconduct of COMPANY'S NAME, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of COMPANY'S NAME's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, legal fees, and all legal expenses and costs, and any reimbursements, and related costs or expenses, related to COMPANY'S NAME and incurred by it in the course of the service agreement between COMPANY'S NAME and End Client introduced by ENNATE GLOBAL SERVICES to it.

{{24b}} ENNATE GLOBAL SERVICES shall also be held harmless in case of COMPANY'S NAME being unable to substantiate any required certification, validation, claims or documentation at the time of signing the service agreement with the End Client and Vice Versa.

## 24. NATURE OF OBLIGATION

ENNATE GLOBAL SERVICES and COMPANY'S NAME acknowledge and agree that each party would suffer irreparable harm in the event that the other party breaches its obligation under this MOU and that monetary damages would be inadequate to compensate the other party for such breach. The parties agree that in such circumstances, each party shall be entitled, in addition to such monetary relief or other applicable remedies, to injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by the other party, without showing or proving any actual damages sustained by the other party.

## 25. ASSIGNMENT

This MOU and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by either party. Any act in derogation of the foregoing shall be null and void and without effect. Furthermore, this MOU may be amended only by written MOU executed by both parties.

## 26. GOVERNING LAW

This MOU will be governed in accordance with the laws of the country in which the center is located. For Arbitration, the courts of Noida – Uttar Pradesh shall hold Jurisdiction.

## 27. ENTIRE MOU

This MOU is the entire MOU between the parties hereto with respect to the nondisclosure of Confidential Information described in the MOU and supersedes all prior MOUs, representations and understandings whether oral or written with respect to the Subject matter hereof.

## 28. TERM, TERMINATION & REFUND

This MOU will remain in force for a period of one (1) year following the Effective Date. This MOU may be terminated by either party upon 30 days prior written notice to the other party. Upon expiration or earlier determination of this MOU, both parties agree to return promptly to the other party all copies of any documents, materials, notes, data, programs, or software containing Confidential Information in each party's possession or control. Each party agrees to confirm to the other party in writing that all such copies have been returned or destroyed. Notwithstanding the expiration or earlier termination or early termination of this MOU, the obligations of confidentiality set forth in Paragraph 2 of this MOU will survive such expiration or earlier termination for a period of 180 days, and will be binding on agents, successors and assigns of the other party including its past and/or present employees to whom the Confidential and Proprietary Information was disclosed in terms of this MOU.

## 29. NON COMPETITION AND NON SOLICITATION

COMPANY'S NAME agrees and undertakes not to compete with ENNATE GLOBAL SERVICES in securing any business, contracts from any third parties or to develop any relationship with any third party, to provide any services in respect of which Confidential and Proprietary information has been exchanged between the Parties. During the period of 1,095 days from the date of this MOU, COMPANY'S NAME agrees not to enter into any contract of employment or consultancy, whether on permanent or temporary basis with any employee of ENNATE GLOBAL SERVICES.

### 30. BREACH OF NDNC & CLAIM TO LOSSES

That COMPANY'S NAME also understands that **Direct Client** Information will be revealed by ENNATE GLOBAL SERVICES in the course of mutual business with COMPANY'S NAME .

That such information should be kept completely confidential including program details, type of program, payouts & payment schedules, source of payment, client site, client portal, leads type, sales procedure, and including but not LIMITED to all such information that may be considered to be PRORIETORY in nature.

COMPANY'S NAME , hence hereby understands that ENNATE GLOBAL SERVICES shall suffer minimum losses of up to a sum of INR 23,00,000 (Indian Rupees Twenty Three Lakhs) in the event of COMPANY'S NAME **KNOWINGLY** sharing the **Client information** with any party(s) that may benefit directly or indirectly from the same, The USA/The United Kingdom/Australia/UAE and Other Countries or leaving the contract in between with Ennate Global Services Domestic/International Client circumventing ENNATE GLOBAL SERVICES from any further dealings with the Ennate Global Services Client through the revelation of the above information.

That all registration charges, service charges, commissions, royalty, service charges etc paid to ENNATE GLOBAL SERVICES by COMPANY'S NAME for acquisition of the process will stand forfeited upon such an event.

ENNATE GLOBAL SERVICES expects COMPANY'S NAME to ensure that each of its employees associated with the processes in question are covered by a NDNC that regulates and protects the interests of the undersigned parties as per the clauses herein.

In case, of Trainings provided by M/s. Ennate Global Services to M/s. COMPANY'S NAME , all charges including Travelling Allowance ,Hotel and Lodging Charges at the call Centre premises/office, would be borne by the Call centre.

This MoU shall give rise to all financial obligation(s) by one Party to the other.

In case ,during the course of Pre, Middle and Post marketing and operations activities of any project/campaign ,if any cost of savings/sales incurred viz, technical, non technical or other services rendered by Ennate Global Services to COMPANY'S NAME , then Ennate Global Services would charge a flat 20% as a service/consultancy (Excluding service taxes or other taxes), charges invoiced to COMPANY'S NAME ., which would be paid on raising an Invoice by Ennate Global Services to COMPANY'S NAME (other than the Total Billing of the project/campaign) immediately through Bank Transfers/ NEFT/Internet Banking/Cash/Cheque/IMPS or as mutually decided by both Parties.

In case , if Ennate Global Services Domestic/International client demands/initiates to expand its operations for any (Voice -Inbound, Outbound, Non Voice, Blended projects) of IT/ITES project through M/s. COMPANY'S NAME ,then solely M/s. Ennate Global Services would be entitled to re-outsource for its International/Domestic clients expansion of all project in coordination with working with M/s. COMPANY'S NAME.

In case, any overdue of service charges mentioned in above para, then a penalty of 18% per month would be charged by Ennate Global Services to COMPANY'S NAME per calendar month, For the event , consecutive 3 months is not paid , then it would be considered as breach of contract, where in Ennate Global Services would be eligible and pursue to file both criminal and civil suits.

As per the mutual understanding/commitment and email confirmation between (in the past) COMPANY'S NAME and Ennate Global Services, COMPANY'S NAME agreed to pay a sum of Rs. 10, 00000(Rupees Ten Lakhs only ) (for each process/project), after the signing of SLA with Ennate Global Services Domestic/International Client, either from advance payments received by Ennate Global Services International/Domestic or from COMPANY'S NAME current account, depending on the scenario.

In case of any breach of this clause unknowingly, without express knowledge, and or breach due to any collateral harm caused from data theft by an ex-employee, employee who knowingly has breached NDNC signed by COMPANY'S NAME , or person or parties otherwise not associated directly or indirectly with the undersigned, etc, the COMPANY'S NAME will be held liable to any damages to ENNATE GLOBAL SERVICES.

ENNATE GLOBAL SERVICES will expect the full support and party to litigation of COMPANY'S NAME against any and all such persons and parties.

## **31. DUTIES, PAYMENT OF UPFRONT, CONSULTANCY CHARGES, ROYALTY AND OTHER MONIES**

That COMPANY'S NAME hereby agrees to pay ENNATE GLOBAL SERVICES the following amounts in the forms of monies for the respective services offered:

- a. ENNATE GLOBAL SERVICES undertakes to provide the COMPANY'S NAME with the Non Voice (E-mail & Chat) and from its Direct End Client initiate and in ramp up plan as per Ennate Global Services International/Domestic End Client.
- b. That COMPANY'S NAME shall not outsource any work assigned to it by the Direct End Client without consent of M/s. Ennate Global Services.
- c. That Service Level Agreement (SLA) is already signed by M/s. COMPANY'S NAME with M/s. Ennate Global Services Direct End International Client email dated: 23<sup>rd</sup> March 2016 for Non Voice (E-mail & Chat) projects .Therefore this MOU for Non Voice needs to be signed before the beginning to Non Voice process by M/s. COMPANY'S NAME with M/s. Ennate Global Services(EGS).
- d. That **for provision of the above mentioned project** within the time-frame mentioned and according the terms agreed mutually upon, ENNATE GLOBAL SERVICES will be paid 10% Service charges for every invoicing raised to the Direct End client till the end of contract by the COMPANY'S NAME .

## 32. NOTICES AND FORMAL COMMUNICATION

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

### PARTY A

To : M/s. Ennate Global Services(EGS)  
Address : F-71, Sector-11, Noida, Distt. Gautam Budh Nagar-  
201301,India  
Attn to : Mr. Kartik Gilani



Tel no. : 01204214442

E-mail : kartik@egsgroup.in , info@egsgroup.in

**PARTY B**

To : **M/s.**

Address :

Attn to : **Mr.**

Tel no. : +91-

E-mail :

**SIGNATORY :**

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective organizations, signs this MoU on the date as above written.

SIGNED SEALED DELIVERED:

**{Company Name} (PARTY B)**

**ENNATE GLOBAL SERVICES (PARTY A)**

By: Mr.

By: Mr. Kartik Gilani

Title:

Title: Founder & Sole Proprietor

Date: DD-MONTH-YEAR

Date: DD-MONTH-2016

**IN THE PRESENCE OF AS WITNESSES:**

Party's A Initials

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Party's B Initials

**WITNESSES (PARTY B)**

**WITNESSES (PARTY A)**

By: Mr.

By: Mr.

Title:

Title:

Date: DD-MONTH-YEAR

Date: DD-MONTH-YEAR

**\*Important Note:**

**PS: This is a computer generated document & is valid for all legal purposes**

