

**MEMORANDUM OF UNDERSTANDING (MOU)/ NON DISCLOSURE AGREEMENT /
SERVICE LEVEL AGREEMENT(SLA)**

Dear Reader,

We request to you please read the whole document thoroughly, till the bottom (footer) of it and in case, if you have any query, please do not hesitate to contact us at info@egsgroup.in.

Party A = Ennate Global Services(EGS)

Party B = Company=Sole Proprietor/Private Limited/LLP,LLC or others

Prerequisite for this document to be sent to our postal address

This document is to be printed Rs. 100/- stamp paper with Owner's Name and Signatures with company seal on it.

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU) is made on this Date Day of Month Year w.e.f. Date Day of Month Year.(MM/DD/YYYY)

Mr. Kartik Gilani (hereinafter referred to as "PARTY A" / "Principal"), 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 (Outdoor & Outdoor) , Live Theatre Print Ads, Anchoring—Web(Viral)ads, Ribbon Cutting, Feature Films, Launches---Managed Event Solutions(MES)
- b) Workshops-Six Sigma(S), Theory of Constraints(T), 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 **Smart Managed Solutions(SMS)**.

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.

Ennate Global Services (EGS) is an ISO Certified 9001: 2008, MSME Govt. Registered Company engaged inter alias, in the business of providing ITES Operations as a data execution operator. Ennate Global Services has acquired the necessary expertise, and developed the requisite skill base for successful execution of ITES work. Whereas, the Ennate Global Services is entering into the agreement with the (Company Name) to carry on the ITES work on its own. Ennate Global Services will work as independent contractor/Remote Call Centre to exercise its expertise in maintaining Quality Control of the jobs Assignment outsourced by (Company Name).

1. Company Profile.
2. Self Attested Government Documents : Company's Identity Proof:
 - a) Company's Incorporation certificate-(ROC)
 - b) Company's ISO Certifications(optional)
 - c) Company's Network/Workflow Diagram
 - d) Service Tax Registration number
 - e) Company's hierarchy/Escalation Matrix
 - f) Any other relevant Government issue document
3. Self Attested Government Documents : Owner's /Partners Identity Proof
 - a) Pan Card
 - b) Voter ID
 - c) Driving License
 - d) Ration Card
 - e) Passport
 - f) Aadhaar Card issued by Unique Identification Authority of India.
 - g) Any other relevant Government Issued document

BETWEEN

Mr. (Name) (Designation—) of M/s. , (Company's name with Company's Registration number :) (hereinafter referred to as "PARTY B" , "Owner/Landlord"), a whose 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 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 B and authorized M/s. Ennate Global Services. (PARTY A) through its letter of Authorization dated: as Business Development relationship center across Pan India in Real Estate Industry, for doing its Business Development for identifying and right Customer(Lessor/Owner/Landlord) across from Pan India.

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, DISTT. GAUTAM BUDH NAGAR(U.P.).The said premises is being used by the PARTY A to serve various contractor/consulting business and working would serve as a remote call centre for various types of services of Inbound/Outbound/Email Chat BPO IT/ITES projects .

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

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

Party B has approached to Party A

1. The business will be carried on at remote call centre Registered Office Address of Party A and no at such other place or places, as shall be agreed to by the both Parties from time to time.
2. That, Both Parties 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. Party A would be solely be responsible to outsource business of Party B on Pan India basis.
Party B would not approach to any other outsourcer during the tenure of this agreement.

5. THE BANKERS OF THE PARTY'S A SHALL BE

Bank Name: The Federal Bank Limited

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

District Gautam Buddha Nagar, Uttar Pradesh ,India

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

Code: FDRL0001340

MICR Code: 110049006

Current Bank account Number: 13400200024815

Swift Code: FDRLINBBIBD

The bankers of the Party's B shall be Bank:

Bank Name:

Branch Address:

Account Name: M/s..

Country code:

Location code:

Current Account Number:

Swift Bank Code:

6. 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 each other.

7. EACH PARTY SHALL-

- (i) Be just , transparent and faithful to each other 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 ail the partners at all times.
- (iv) Each Party would work in coordination with each other & with respect.

8. NO PARTY SHALL WITHOUT THE CONSENT OF THE OTHER PARTY-

- (i) Lend money or give credit of the goods of the firm to whom the other party have previously forbidden him to trust.
- (ii) Mortgage, charge or assign 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.

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

10. The accounts of the company shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital assets and liabilities to, by Chartered Accountants from Arun Aggarwal and Associates, F-58 Kalkaji, New Delhi-110019 of PARTY A.

11. A new agent, may be introduced with the consent by PARTY B only on such terms and conditions as both Parties agree with the Person to be introduced as an associate, in the firm, if required.

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.

12. 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 .

13 .All outgoings and expenses, Tax Liabilities of respective Parties (Party A and PARTY B) and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits mentioned in this agreement.

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

The Parties agree to collaborate in the areas of:

1. Interested Specialist's Legal papers (Example : Financial Credentials) should be clear.
2. Either The Interested Specialist/Business Specialist could provide the feedback to EGS of his successful performance through either website or Proof of delivery document and email to EGS as " Proof of Delivery" document uploaded on EGS website(www.egsgroup.in) or vice versa.

3. Interested Specialist / Business Specialist Agree to all the terms & conditions of services managed/organized by EGS & will follow all the Rules/Regulations and will not misbehave with any personnel or mentors of EGS.
4. Pricing and Commercials: EGS would pay a sum of 20% payout of his Net Profits per lac, subject to terms and conditions executed by Interested Specialist mentioned in this MOU.
5. Time Frame Implementation of EGS : The expected delivery starts within as soon as Specialist's work comes from work order, website, digital email marketing and shall be completed as per EGS Specialist's specifications/requirements with 100% (or zero tolerance) within stipulated time .
6. The Client would may payout + Service Tax to EGS phasewise, as a percentage of successful completion of work
7. Termination: -
 - (i) If Business Specialist fails to submit data on time or, If Business Specialist fails to give accuracy of 98% in all output files in spite of rework, or if Business Specialist achieves a Quality Score of less than 85% in workload submissions then Client reserves the right to terminate the agreement with immediate effect. And, Client will not be responsible for processing any further data and payment to the Business Specialist.
 - (ii) Any breach of Data Protection Act & Policies pertaining to Sensitive Customer Data such as Mother's Maiden Name, Date of Birth, Contact Numbers, Credit Card Information, CVV etc, will also result in immediate breach of contract.
 - (iii) Both parties also understand that such data shall not be converted using any third party software, macros, etc not provided by the Client to the Business Specialist. That any compromise on the security of the data due to the use of any such software, macro, etc or use thereof without compromise also shall be deemed a breach of this agreement and the clauses herein. The access database is password protected and any unauthorized access of the same shall result in immediate termination of this agreement. In such an event the Business Specialist shall be liable for prosecution for Breach of Trust. In the event of Business Specialist failing rework and agreement being terminated the Business Specialist shall hereby forfeit all deposits paid and shall be liable to pay Client the value of the workload that was not converted as per the parameters set by the Client's Principles.
 - (iv) In case of any legal proceedings by either party against the other, only the company shall be noted as party and not an individual or officer of the company in particular.
8. Ennate Global Services (EGS) and its officials/personnel shall not be held responsible for any physical/material damages that might incur during any event organized by EGS.
9. The Interested Specialist would remit a sum of minimum 50%+ Service Taxes advance payout to EGS as Booking charges by mode cash/cheque / NEFT/RTGS/IMPS, as a Token of acceptance of work, which could be adjusted and in next calendar month of Billing from EGS to the Specialist.
10. It is recommended that Interested Specialist could publicize for procuring work through websites in Social Media.
11. In case, there is a delay in schedule of work between EGS & Interested Specialist, if the work demands needs, this could be resolved by sourcing by other Interested Specialist in coordination with each other.
12. The Hotel and Lodging/Booking charges of Interested Specialist (or his staff members) shall be borne by herself/himself.
13. The Interested Specialist would clearly define details of scope of work (example: Indoor Signages) , in case, if there would be any changes/additions/amendments post finalized Scope of Work either in progress, or in between or post completion, then the Specialist would pay EGS extra charges + Service Tax with 50% Advance payout of the amendment.

14. In the event, for any query (example: EGS's progress / review / performance of work) to Interested Specialist, he/she can raise a support ticket to EGS at info@egsgroup.in
15. In the event wherein the Specialist continuously fails to provide sufficient data to the EGS or any service process is stopped from the EGS end for reasons other than non-compliance, the Specialist may provide an alternate process to the EGS. This alternate process could be similar/different in nature to the existing process and the payment should also be of similar/different in nature. In case the EGS fails to provide such an alternate process the Business Specialist would be entitled to a maximum compensation equivalent to the workload submitted until the date of unwarranted termination or part of association fees paid till that time, from the Specialist and this agreement will be automatically terminated.
16. The Business Specialist will diligently carry out Customer Data Digitization of *.jpeg to database file format using typing or as per requirement of Specialist. Business Specialists will get *.JPG/ *.TIFF/*.PDF or any other format on a daily, biweekly, weekly, fortnightly (bimonthly), monthly basis. The Interested Specialist/Business Specialist shall raise a gross invoice on every 20 working days with the data to EGS for his/her successful work.
17. The EGS shall impart, if necessary initial training to the Specialist on the project is outsourced at Principal premises on payment of necessary training charges. The Specialist is to make sure two technical personnel from the Specialist side (who is actually going to carry out the work) need to attend the training. If the Agent insists on imparting training to any other personnel, other than the technical personnel, the Training is to execute an undertaking in the prescribed format. Training will be conducted whenever there is change in project and the Specialists are to mandatorily attend the same. For any subsequent training, due to change in type of work, the Specialist has to incur the travelling and accommodation expenses and no separate training fee shall be charged.
18. Specialist' is to contact the Point of Contact concerned at egsgroup.in for any assistance. All such requests need to be initiated through e-mails only and telephone request/oral requests are considered when required.
19. The Specialist shall give 2 MONTHS prior notice in writing, to the principal, if the former wants to discontinue/ terminate the agreement with the letter. In such an eventuality, the training & Vendor Support charges fees paid by the Specialist shall not be refunded under those circumstances. The EGS also needs to give 2 MONTHS prior notice in writing; to the agent in case of any action if the former wants to discontinue/ terminate the agreement with the letter otherwise they are obliged to pay one month billing to the agent and also training charges paid to principals current account.
20. The billing invoice should be raised by 31st of every month by the Specialist and the same would be remitted in to agents account within 15 working days, in case of any delay more than 10 days from actual date the EGS is obliged to pay interest@18% per annum on principal and the actual amount to the Specialist. The billing should be done by the EGS with company account towards Specialist.
21. Bi weekly Payouts : Rs.80 per productive hour and same will be credited to your Bank account after successful submitting the reports and would be increased in future as per performance basis.
22. Productive Hours of work -8 hours
23. Shift penalties/error-There will be penalty of 2-5% as human tolerance error of margin of pay rate and maintain Zero Tolerance errors.
24. Entitlements- 8 days (Sundays. Excluding public & national holidays) in a month.
25. Notice of termination of employment or contract: 15 working days
26. There would no obligation towards work and take care of each other's respect.
27. Any other areas of co-operation as agreed to by the Parties from time to time.
28. If required, EGS would require detail images or videos of Site and Employees
29. For Sales & Marketing : Business Development(KRA's)

- a) Sending emails to Specialist for procurement of long term contracts (for area of domain selected) and maintaining relations with them.
- b) Follow Ups with Clients for Client retention and collecting payments.
- c) Share Daily Productive reports (DPR) to EGS. To your manager & every email notify it to the founder, through email, whats app

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 – Strategic Partner as Service Specialist

Sr. No.	Activities	Price(INR)
1	<p>Business Development of 35+ EGS Services (8 Industries) – Annexure Below</p> <p>Exclusive of Service Tax</p> <p>If required, TDS will be deducted from invoice payment from our end</p> <p>Monthly TARGET SLAB (Margin Percentage)</p> <ul style="list-style-type: none"> 1. Rs. 1,000 to Rs. 99,999 2. Rs. 1,00,000 to Rs. 2,00,000 3. Rs. 2,00,001 to Rs. 4,99,999 4. Rs. 5,00,000 and above <p>Payment: 20% Advance Booking Amount of Total Value of Project as Administrative Charges OR Rs. 5,000 as Inventory Amount / Registration Amount</p>	<p>20%</p> <p>30%</p> <p>35%</p> <p>45%</p>

If the PARTY B fails to fulfill Service Level Agreement, then, Ennate Global Services would not bear any charges.

List Name	Industry	Products/services
Pre Paid Electricity Meters -Property Owners	Any Industry	Pre Paid Electricity Meters
Pre Paid Water Meters-Property Owners	Any Industry	Pre Paid Water Meters
Investors and Sponsors	Any Industry	Investors and Sponsors
Smart Managed Solutions(SMS)-Event Management	Event Management	for Events(Corporate Ad Films, Live Theatre Plays, Short Ad Films, Short ad Films, Outdoor Signages-Frontlit, Backlit, Cloth Banners, Indoor Signages-Dispensers,Glow signs)
Vendors/Service Providers -Indoor Signages	Event Management	Vendors/Service Providers -Indoor Signages
Vendors/Service Providers -Outdoor Signages	Event Management	Vendors/Service Providers -Outdoor Signages
IT Recruitments-Job Seekers	Human Resources	For Job Seekers
NON-IT Recruitments-Job Seekers	Human Resources	For Job Seekers
Recruitments/Recruiter-Non-IT(Micro , Small and medium Business)	Human Resources	Recruitments-Non-IT(Micro , Small and medium Business)
Recruitments/Recruiter-IT(Micro , Small and medium Business)	Human Resources	Recruitments-IT(Micro , Small and medium Business)
TLSSE Consulting-Participants	Management Consulting	For TLSSE Consulting(Theory of Constraints fundamentals, Lean Sigma, Six Sigma(S), Sales(S), Ms Excel Basics(E)
TLSSE Consulting-Micro, Small and Medium Business	Management Consulting	For TLSSE Consulting(Theory of Constraints fundamentals, Lean Sigma, Six Sigma(S), Sales(S), Ms Excel Basics(E)--Micro, Small and Medium Business
BPO-Voice Process-Call/Contact Centers	Outsourcing/Offshoring	For Call Centers/Contact centers(Per Hour Payouts, Per sale Based)
BPO-Non-Voice Process-Call/Contact Centers	Outsourcing/Offshoring	For Call Centers/Contact centers(Per Hour Payouts, Per sale Based)
BPO-Voice Process-Micro, Small and Medium Business	Outsourcing/Offshoring	For Direct Voice clients(Per Hour Payouts, Per sale Based)
BPO-Non-Voice Process-Micro, Small and Medium Business	Outsourcing/Offshoring	For Direct Non Voice clients(Website Development, Data Mining, Data Entry, Data Conversion)
BPO Consultant	Outsourcing/Offshoring	For BPO Consultant and BPO Call centers

TLSSSE workshops-Participants	Professional Workshop and Coaching	For TLSSSE workshops(Theory of Constraints fundamentals, Lean Sigma, Six Sigma(S), Sales(S), Ms Excel Basics(E))
TLSSSE workshops-Micro, Small and Medium Business	Professional Workshop and Coaching	For TLSSSE workshops(Theory of Constraints fundamentals, Lean Sigma, Six Sigma(S), Sales(S), Ms Excel Basics(E)--Micro, Small and Medium Business
Property Hirer for small period rent/lease	Real Estate	For Property Hirer
Property Lessor's/Owner's	Real Estate	For Property Lessor's/Owner's
Property seekers Lessee's/Tenant's	Real Estate	For Property seekers Lessee's/Tenant's
Property Seller's	Real Estate	For Property Seller's
Property Dealer's	Real Estate	For Property Dealer's /Seller's/rent/Lease
Property Buyer's	Real Estate	For Property Buyers
Documentation-Micro, Small and Medium Business	Writing and Editing	For Documentation work(Website Development, Data Mining, Data Entry, Data Conversion)
Documentation-Interested Strategic Channel Partners Freelancers	Writing and Editing	For Documentation work(Website Development, Data Mining, Data Entry, Data Conversion)

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

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

1. Finalization of Projects
2. Schedule and delegate work to respective people
3. Manage financial matters/Transactions
4. Check security measures
5. Be Discipline and Punctual
6. Achieving Milestones (phase wise completion of work)
7. Manage Day to Day Operations, sending daily productivity report to Party B (if required).
8. Manage financial accounts related of M/s. Ennate Global Services.
9. In the event, if EGS is unable to deliver services to Interested Client (for Indoor Sign ages) after said two months , in that instance EGS would refund 20% amount to Interested Client as mutually decided from Total advance taken from Interested Client, as its administrative charges / Man Power time , raw material purchased, invested hours excluding service tax (as per EGS Refund Policy) ,which is subject to the time(Days or Months) invested by EGS to already rendered its Services to Interested Client .

10. The expected/threshold conversion accuracy mentioned in this MoU starts from 85% to 100%
11. The Interested Specialist would provide the feedback to EGS of his/her successful performance through either website or Proof of delivery document and email to EGS as " Proof of Delivery" document uploaded on EGS website(www.egsgroup.in)
12. Ennate Global Services (EGS) and its officials/personnel shall not be held responsible for any physical/material damages that might incur during any event organized by EGS.
13. If required, Self attested Documentations photocopies/xerox required with company seal "Interested Specialist" Identity Proof(Pan card, Aadhar Card, Voter ID , Mobile /telephone Bill), Financial Health (ITR-2 years, Balance Sheet, Form 16A or any other Govt Document), Address Proof(Electricity Bill, Office address Proof, CST , VAT No. , TIN No, Service Tax number, GST Number), or any other relevant document.
14. The Interested Specialist's credential/information would be kept confidential or will not be used for either personal or its employees or any kind its commercial use by EGS and vice versa.
15. There would no obligation towards work and take care of each other's respect
16. If required, EGS would require detail images or videos of Site and Employees
17. The Interested Specialist could share of his/her organization's work flow /process flow to EGS to understand the detailed business for analysis.
18. EGS would digital Market within its Centralized Databank to1:1 Consultants, Property Dealers, Direct Customers for procuring a documentation work.

Time for Completion

The Time for Completion of the Services is illustrated as follows:

Tabular Representation of Key Stages

<u>Key Stage/Phases</u>	<u>Description</u>	<u>Period for Completion in Calendar Days</u>	<u>Completion Period from Commencement Date (CD) in Calendar Days</u>
1	Delivery of Interested Strategic Partner as Service Specialist	14	CD + 15
2	Implementation for Interested Strategic Partner as Service Specialist	29	CD + 30
3	Support Services	364	CD + 365

15. AREAS OF CO-OPERATION:

Both Parties agree to collaborate efforts in the areas of:

- a) 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.

16. DURATION AND TERMINATION

This MoU shall remain in effect for 11 months from the effective date or until terminated by either party with thirty (60) days written notice.

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

17. FINANCIAL ARRANGEMENTS

In case ,during the course of 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 non refundable 20% as a service/consultancy (Excluding service taxes or other taxes), for PARTY's A administrative , legal and other 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/Direct Wire Transfer as mutually decided by both Parties.

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

18. 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.

19. 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.
3. 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.

20. 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.

21. 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 (12 months), the new 12 months agreement will be made as deemed fit with mutual consent of both the parties.

22. 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 endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

23. DEFINITION OF CONFIDENTIAL INFORMATION

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.

24. 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.

25. 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.

26 . 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:

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:

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