

## MEMORANDUM OF UNDERSTANDING (MOU)/ NON DISCLOSURE AGREEMENT/

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.

## 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(Interested Client/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 Client's Legal papers (Example : Financial Credentials) should be clear.
2. The Interested Client 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](http://www.egsgroup.in)) or vice versa.
3. Interested Client agrees to all the terms & conditions of services managed/organized by EGS & follows 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 Client mentioned in this MOU.
5. Time Frame Implementation of EGS : The expected delivery starts within as soon as Interested Client's work comes from work order, website, digital email marketing and shall be completed as per EGS Client's specifications/requirements with 100% (or zero tolerance) within stipulated time . The expected delivery starts from first week to 1<sup>st</sup> week of calendar month (subject to realization of payments) to 3 months.
6. The Client would remit payouts + Service Tax to EGS phasewise, as a percentage of successful completion of work, (as mutually agreed between both parties)
7. 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.
8. The Interested Client 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 Client.
9. It is recommended that Interested Client could publicize for procuring work through websites in Social Media.
10. In case, there is a delay in schedule of work between EGS & Interested Client, if the work demands needs, this could be resolved by sourcing by other Interested Client in coordination with each other.
11. The Hotel and Lodging/Booking charges of Interested Client (or his staff members) shall be borne by "Interested Client".
12. The Interested Client 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 Client would pay EGS extra charges + Service Tax with 50% Advance payout of the amendment.
13. In the event, for any query (example: EGS's progress / review / performance of work) to Interested Client, he/she can raise a support ticket to EGS at [info@egsgroup.in](mailto:info@egsgroup.in)
14. In the event wherein the Client 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 Client 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 Client 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 Client and this agreement will be automatically terminated.

15. The EGS shall impart, if necessary ,initial training to the Client on the project is outsourced at Interested onsite premises on payment of necessary training charges(as mutually decided by both parties). The Client is to make sure two technical personnel from the Client 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 Clients are to mandatorily attend the same. For any subsequent training, due to change in type of work, the Client has to incur the travelling and accommodation expenses and no separate training fee shall be charged.
16. Client' 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.
17. The Client 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 Client 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.
18. The billing invoice should be raised by 31st of every month by the Client 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 Client. The billing should be done by the EGS with company account towards Client.
19. 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.
20. Productive Hours of work -8 hours
21. Shift penalties/error-There will be penalty of 2-5% as human tolerance error of margin of pay rate and maintain Zero Tolerance errors.
22. Entitlements- 8 days (Sundays. Excluding public & national holidays) in a month.
23. Notice of termination of employment or contract: 15 working days
24. There would no obligation towards work and take care of each other's respect.
25. Any other areas of co-operation as agreed to by the Parties from time to time.
26. If required, EGS would require detail images or videos of Site and Employees
27. Interested Client may digital sign a Authorization letter to outsource this scope of work to EGS
28. Interested Client may digital sign an EGS Authorization letter to outsource this scope of work.

## **Statement of Work and Business Requirements**

### **Objective**

The objective is to provide a website of the implemented Self-services exists plus the approvals required by managers in the workflow for each self-service, including a Mobile Application Framework. The developed mobile self- service must include all the existing business rules and validations, the Client should provide us a provisional quotation for the Mobile Application Framework and the implementation of the mobile application for the self-services. The quotation should support changes and updates as per the PWA requirements for one-year time.

### **General Requirements**

- The “Interested client” must submit detailed delivery plan and approach to describe how the solution/product/services will be delivered in ASHGHAL premises.
- The “Interested client” is requested to designate a main contact to be responsible for the communication with EGS
- Show a motivation to develop a long-term working relationship with EGS in order to meet the future growing needs of the business.
- Show an ability to meet all of the requirements mentioned herein this document.
- Provide references to verify “Interested client’s” direct experience in servicing accounts of a similar size to Ennate Global Services (EGS).
- Provide solution/product which adhere to Industry Standards
- All software whether off the shelf, customized or developed should be provided with perpetual, irrevocable, non-exclusive licenses where applicable.

### **Technical Requirements**

EGS is looking for mobile application version of the Self-services exists in the Oracle ERP using a Mobile Application Framework that can support (iOS, Android, and Windows devices) additional to desktop web with the following criteria:

- All the outputs should be Native outputs, no Hybrid applications are allowed.
- The “Interested client” should provide EGS with turnkey solution including integration with other application, building forms, installation and configuration software.
- The application should be compatible with all smart devices, adaptable with all OS versions, and can be published on internet.
- Secured Application (require login user name and password which is integrated with Active directory) with the ability to save the username and password as an optional choice for the user.
- The Package should include all features
- Language Application (English).

- In the same way they do using their PCs, the application should enable EGS staff to submit requests from different applications through Smart Phone devices, desktop follow up their notifications and check the status of each request.
- Enable EGS Managers and supervisors to view pending notifications for approval and take actions (accept, reject, Return, reassign, and other action) in one screen with ability to filter with (open, close) status based on the original application approval actions.
- Some forms in the proposed application may take information from more than one system.
- Some users may be able to apply on behalf of other users by applying the delegation request.
- The proposed mobile application should be able to send email notifications for all the approvals in sequence and a notification of the action to the requestor. (Push Notifications should be from a Single Server).
- System should show alerts if a new request came to the approver's inbox or if a request got approved or rejected through push notification and email.
- The website application should allow the user to add attachments to any kind of requests of any type like photos, PDF, and Microsoft Office.  
( Up to 1 MB)
- All requests in the proposed website application should be a reflection of the original one in Self Service. For example, if we update the request in our development environment by adding fields, or updating the approval sequence, the proposed application could reflect that changes to the users automatically.
- The application should be pure native mobile application as well
- The proposed application should operate in offline mode and allow the user to operate the application with functionality limited to taking action on request and having the ability to fill forms and submitted offline, and it has the capability to store data on the device using a common APIs and framework. And can securely encrypt the data. The transaction should be executed automatically once the device connected to the internet. The user can also retrieve information data from queries form.
- The proposed application should support the ability to define application security policies that can be changed and applied at the initial deployment as well as after the application is deployed.
- The application platform should be able to integrate (publish) our ready website applications and secure them.
- The application shows data even in offline mode, changes that are made in offline mode are synchronized once device comes online.
- EGS may request an implementation of one or two services during the technical evaluation process.
- It's recommended that the "Interested client" provides any references of applications have been deployed for his website.
- The solution should provide a web based console for administration.
- The solution should provide an integrated development environment including interface design tools and application development tools for writing code.

- The solution should provide flexible device enrollment options including but not limited:
  - Web portal
  - Bulk upload
  - API
  - Blog
  - Pages
- The solution should implement data loss prevention policies. And set actions for policy violations.
- The solution should provide a detailed audit trails.
- The solution should restrict the application usage based on idle timeout.
- The application should detect jail broken devices or malware to prevent data breaches.
- The workflow in website Application may be integrated with EGS workflow
- The user of the application should not insert anything on application other than what he/she inserts currently on original applications. All fields should be identical.
- The website application should achieve all validations of the original application applied on EGS.
- The website application should be extendible/customizable (EGS should be able to add any new request in the future, remove any current Self-Service, add/remove parameters, ... etc.).
- EGS will consider that Operating System of the devices can be updated. Thus, the system should also be updated to new version or compatible may be free of charge.
- The EGS shall also propose a clear implementation strategy for the changes could be done on the existing Self Service as per business request.
- The source code of the mobile application to be handled to ASHGHAL at the end of the Project Implementation, and after any enhancement done by the company.
- The requests to be shown to the user using the mobile application should be based on his responsibilities defined in ASHGHAL.
- The EGS would submit two to three designs for the website application forms and apply the one approved by EGS and we have the right to correct unwanted parts in design. The design will be change until both parties agree on the final design

#### **Services List**

The analysis document attached with this scope contains the list of required services.

**(Refer to the Services List, No. of Pages : As per EGS Work request to “Interested client”).**

**Example:** PHASESWISE for website-Phase 1,Phase 2, Phase 3, No. of Pages, No. of Blogs

#### **Implementation Team/Plan**

The “Interested client” will furnish EGS with a list of his administration team, including their qualifications, experiences, nationality, and other particulars (CV’s). The “Interested client” will submit all evidence documents of his staff member’s qualifications and experience.

Any change of appointment in the implementation team shall be subject to the prior approval of EGS. EGS reserves the right to ask “Interested client” to present those



individuals for an onsite interview with EGS as part of the “Interested client” selection process.

The “Interested client” could assign a Project Manager. The Project Manager will be duly authorized with all required technical, financial and administrative powers ensuring the fulfillment of all the project requirements according to the conditions and specifications set forth therein.

The “Interested client” is requested to provide a detailed plan for implementing the system. The implementation plan should include the following topics:

- Methodology used
- The name of any third-party products or tools that are part of the proposed solution
- The number of employees who will be dedicated to support, implementation, and development of the system
- Provide information on those individuals assigned to work with EGS indicating a description of their experience
- The level of responsibility that “Interested client” will take for all aspects of hardware and software implementation
- Estimated time frame for implementation no more than three months

#### **Working Solution**

The “Interested client” must agree to provide a working solution at final acceptance. Complete solution provided must meet specifications. The “Interested client” shall provide a design for the proposed solution with a clear diagram. The “Interested client” will demonstrate that the solution performs as required. The “Interested client” will make these demonstrations not later than 15 days from the date of installation completion.

#### **Documentation**

All customization, configuration, operation, administration and service documentation for solution should be supplied. Also, implementation and planning information pertaining to EGS project should be supplied well in advance.

#### **Testing**

Materials and documentations to be furnished under these specifications are subject to inspections and tests. All components shall be terminated prior to testing. Solution will not be accepted until the required inspections and tests have been made, demonstrating shall be a part of the test to conform to the specified requirements and that the required solution and documentation shall be provided.

#### **Training and Handover**

EGS could provide training on the application to IT developers and administrators (for 5 attendees). The training should contain the following:

- 1- The provided training course should enable attendees to administrate the proposed application and

troubleshoot it.

- 2- The trainee should be able to customize (add new or modify current services, delete current services, etc.) to the proposed website application.
- 3- The EGS may advise any training courses to be added as optional.

The source code of the website application to be handled to EGS at the end of the Project Implementation along with complete documentation for the application design and implementation, and after any enhancement done by the company.

**Support & Maintenance**

“Interested client” should support changes and updates for one-year time after completion of project and implementation sign off.

**Time for Completion**

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

Tabular Representation of Key Stages

<b>Key Stage /Phases</b>	<b>Description</b>	<b>Period for Completion in Calendar Days</b>	<b>Completion Period from Commencement Date (CD) in Calendar Days</b>
1	Delivery of Website	30	CD + 30
2	Implementation of Self Service	60	CD + 90
3	Support Services	365	CD + 455

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.

#### 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 Client 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 Client" 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 Client'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 Client could share of his/her organization's work flow /process flow to EGS to understand the detailed business for analysis.
18. In case, there is a delay in schedule of work between EGS & Interested Client , then both parties would give one month prior intimation through email/phone call . etc.

**Pricing – Information Services**

Sr. No.	Activities	Price(INR)
1	<p><b>App (Designing and Development) with Integration Social Media</b></p> <p><b>Quantity: 1 no.</b></p> <p><b>Payment: 50% Advance Booking and Rest 50% phasewise Delivery</b></p> <p><b>Duration: 10 days</b></p> <p><b>*Minimum Current Market Professional fees Price(Exclusive Taxes) are in INR</b></p> <p><b>*The Service Delivery Prices may Subject to change</b></p> <p><b>*The Service Tax 15% extra</b></p>	<p align="center"><b>Starts @</b></p> <p><b>Rs. 1,000 per hour per service for 1 page</b></p> <p align="center"><b>OR</b></p> <p><b>Rs. 50,000 for 10 pages</b></p> <p><b>(with sequence of scenarios available)</b></p>
2	<p><b>Website(Designing and Development) – with domain name and hosting</b></p> <p><b>Quantity: 1 no.</b></p> <p><b>Payment: 50% Advance Booking and Rest 50% phasewise Delivery</b></p> <p><b>Duration: 10 days</b></p> <p><b>*Minimum Current Market Professional fees Price(Exclusive Taxes) are in INR</b></p> <p><b>*The Service Delivery Prices may Subject to change</b></p> <p><b>*The Service Tax 15% extra</b></p>	<p align="center"><b>Starts @</b></p> <p><b>Rs. 1,000 per hour per service for 1 page</b></p> <p align="center"><b>OR</b></p> <p><b>Rs. 25,000 for 10 pages</b></p> <p><b>(without sequence of scenarios)</b></p>

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

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

## 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

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

(i) In case, After successful completion of Lessee's legal rendered services to Interested Client, Interested Client would remit/pay to EGS a flat 10% Service charges/Commission + Service Taxes every calendar month, a sum advance payout 10% of total Value of Property + Service Taxes as Booking charges by mode cash/cheque/ NEFT/RTGS/IMPS, as a Token of acceptance of work , which could be adjusted in next calendar month of Billing from EGS to the Interested Client, .after successful realization from Lessee in cash/cheque/ NEFT/RTGS/IMPS, till the Lessee's stays at his Property.

(ii) The Interested Client would pay a sum of 7 days advance payout + Service Taxes to EGS of his/her expected/below expected or negotiated price for Lessee's as per market , to procure customers and remaining 7-15 payouts days , (as mutually agreed by EGS and Interested Client) would be paid by Interested Client to EGS at successful realization of amount from Lessee. The Interested Client wouldn't Claim 20 % Advance Payout remitted to EGS.

iii) 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 17.

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 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.

## 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**