

**MEMORANDUM OF UNDERSTANDING (MARKETING AND SALES)
BETWEEN BRISK OLIVE BUSINESS SOLUTIONS PVT LTD**

This Memorandum of Understanding (hereinafter known as **MOU**) is entered into on this day of _____, between:

Brisk Olive Business Solutions Private Limited (hereafter known as "**Services Company**"), having its Corporate Office at G 203 (Second Floor), Sector 63, Noida, Gautam Buddh Nagar, Uttar Pradesh, PIN - 201301, represented by its Director or authorised representative.

AND

_____ Mobile No. _____, Email _____

(hereafter known as "**Consultant**" or "**Evangelist**"), having his / her / their office / place of work at

Home / Business Address (please cross out Home or Business) _____

_____ Pin - _____,

Both signatories to the **MOU** represent that they are adequately authorized statutorily to execute this **MOU**. NOW THEREFORE, the **Services Company** and the **Consultant** agree as follows:

1. EXPLANATION OF TERMS

- (a) The **Services Company** is a reputed Recruitment and Field Force Services Company and is interested in expanding its Business Development capacity & also setting up Offices in the **Territory**. The **Services Company** includes its agents and authorized representatives which are also referred to using "we", "us", "our" and "ours".
- (b) The **Consultant / Evangelist** is an experienced professional with the capability to offer the **Service Company's** Products and Services in the Territory. The **Consultant** includes their agents and authorized representatives which are also referred to using "he", "his", "their" and "theirs".
- (c) The Term **Evangelist** (and **evangelizing**) refers to the Consultant's primary role, which is to evangelize the services and product of the Services Company, in which the Evangelist truly believes.
- (d) "**Products and Services**" refers to the Products and Services of the Services Company.
- (e) "**Consultancy Services**" refers to the Services provided by the Consultant to the Services Company.
- (f) **Territory** refers to the geographical region in which the **Consultant** will be representing the **Services Company**. For the purpose of this contract, **Territory** in the context of this MOU stands for _____..
- (g) The term, "**Both Parties**" refers collectively to both the Consultant and the Services Company.
- (h) "Consideration" refers to payment(s) made by Services Company to the Consultant for Consultancy Services.

2. PURPOSE AND SCOPE OF MOU

- (a) In spirit, this MOU is an evangelising MOU between the Services Company and a Consultant, who truly believes in the products and services of the Services Company.

- (b) The purpose of this MOU is to lay down simple and easy-to-follow guidelines, for a smooth, long term and mutually beneficial evangelising and marketing arrangement, for the **Consultant** to evangelize, market and sell the services of the **Services Company**, for monetary consideration.
- (c) The Scope of this MOU extends to the marketing and sales of all Products and Services of **Services Company** in the Territory. It is understood that:
 - i. The current MOU is non-exclusive both-ways. This means that neither the Consultant nor the Services Company is bound not to engage with any other party for similar purposes.
 - ii. It is understood that the primary activities of the Consultant will be centered in the Territory. However, should the Consultant provide similar services in any other region, that is also acceptable, provided there is no clash or conflict of interest with another Consultant. If so, then such issues will be resolved by giving precedence to the Consultants in their own Territories.
- (d) Detailed terms are included in the MOU to:
 - i. Pre-empt chances of mis-communication in future.
 - ii. Prepare the grounds for a likely future legal contract, if found necessary by **Both Parties**.

3. **METHOD OF OPERATION.** Whereby it is now agreed between the Services Company and the Consultant as under:

(a) **Security Deposit by the Consultant.**

- i. The Consultant shall be required to place a **refundable security deposit** with the Services Company at the start of this MOU. The Security Deposit amount is currently required to be **Rs. 5,000 (Rupees Five Thousand only)**. The spirit of the security deposit is to ensure continued engagement of both parties with one another, and also to ensure that Consultants / Evangelists can be distinguished from other persons who may not like to remain fully engaged with the Services Company. The amount of the security deposit may be revised in future. If and when that happens, this will be through mutual agreement between the two Parties.
- ii. The Consultant may provide notice to the Services Company to withdraw the security deposit at any time the Consultant wishes. The Services Company will refund the Security Deposit latest within 30 working days of receiving the notice from the Consultant. This MOU shall be deemed to have been terminated once the Security Deposit has been refunded to the Consultant.
- iii. The Services Company may terminate this MOU and refund the Security Deposit to the Consultant anytime, without providing any reason for the same.
- iv. No interest will be paid on the Security Deposit paid by the Consultant.
- v. On termination of this MOU, all obligations of either party to the other shall cease, except for dues against Orders closed and already outstanding against the Consultant. In case payment from Clients, related to the Consultant's services, are received after the termination of the MOU, the same shall be made to the Consultant as per rules. However, the Services Company will be freed of all other obligations or dues as are mentioned in this MOU.

(b) **Responsibilities of Consultant:** The Services Company shall contract the Consultant to render the following services:

- i. The Consultant is expected to acquire adequate knowledge about the Services Company businesses to evangelize the Service Company's business and to **generate leads** and transfer required information about related business trends to the Service Company.

- ii. Collect information about prospects' business from their websites and other sources (may use spreadsheet-based tools to qualify prospective clients, i.e. to assess their potential spending), and recommend appropriate marketing solutions that the Services Company should adopt for opening more channels. The Consultant may also give an estimation of business and the revenue an account is expected to generate.
- iii. Introduce the Services Company to identified prospects after briefing the Services Company about the requirement (technical and business).
- iv. Pre-sales activities would usually be taken on by the Services company. However, should the Evangelist be interested, or adequately equipped, he or she may also assist the services company in the following activities:
 - A. Organize / give demos to clients
 - B. Assist in preparing bids and proposals, detailed technical requirements and interface between Customer and Services Company. The Services Company's sales support team in India will provide all the back-end aid required.
 - C. Assist in closing sale and signing of contract agreement for sale of Products / Services with Customers.
- v. Negotiations and payment follow ups with the client may be done by the Consultant, if required, after mutual agreement with the Services Company, keeping the best interest of the Services Company in view. This will be done keeping in view the strength of the relationship between the Client and the Consultant. Otherwise, the Services Company will deal directly with the Client.
- vi. The Consultant is expected to timely respond to prospects / clients as well as to the Services Company. The support sales team in India shall assist the Consultant to maintain a response time for issue to **max 2 days** turn around.
- vii. Participate actively in internal meetings to create product packages, sales processes, communicate and coordinate sales, report on sales activities, implement new products and resolve problems if any.
- viii. Sales leads generated and passed by the company shall not be shared with anyone else by the Consultant.

(c) **Responsibilities of Services Company:**

- i. Updated marketing material on Products / Services will be made available to Consultant by the Services Company at all times - through a link provided to the consultant to the Service Provider's Google Drive. Prior approval of content shall be mandatory in case the Consultant makes any changes to it (in case required for the project pitch).
- ii. Maintain a response time for issues to **max 2 days** turn around, in case of any issues, and in case the turn around is likely to be longer, inform the Consultant within maximum 2 days after the issue is raised, of the likely turn-around time.
- iii. Support the Consultant in closing sales, by providing marketing, sales and technical support.
- iv. **Payment of Consideration to Consultant.**
 - A. The Services Company shall pay a consideration calculated as a **percentage of the Invoice Amount of Sales closed** by the Consultant for the above mentioned services.

- B. For Recruitment Services, the consideration shall be calculated as **10 % (ten percent)** of the invoiced amount to the client.
 - C. For other products and services, the rate shall be worked out and agreed upon between the Consultant and Services Company case-by-case, in writing over email, on a mutually acceptable basis. The Consultant and the Services company shall in due course, mutually attempt to work out a percentage consideration, which is preferably uniform across contracts or may continue to do it on a per-project basis. In either case, before each Sale is closed, the consideration shall be proposed by either party and confirmed explicitly by the other party, over email. Alternatively, the Services Company will work out a cost after examining the budget of the project and inform the Consultant over mail. The Consultant shall indicate an agreement and propose the commission over mail. The Services Company shall confirm the same over return mail. Irrespective of the number of turn-arounds, the finally agreed amounts shall be shared explicitly over email for each Project, to avoid any confusion.
 - D. The Consultant can make advance expenses on prospects for converting them into accounts only on prior approval by the Services Company, in writing, and only in exceptional cases. These expenses will be booked / adjusted against the consideration for that project. In case of NO REALIZATION, the expenses will be booked against the next project (if any). If NO project gets realized within one year, the expenses will be carried forward for adjustment to the next year. In case no projects are ever realised, the payments shall be deemed to be incidental expenses and shall be charged off as such.
 - E. In no case shall the expenses be over and above the consideration for a Project or Projects.
 - F. In no case shall any expenses other than the above mentioned consideration be paid to the Consultant.
- v. **Long Term Projects:** For long term projects secured through the Consultant, which run for one year or more and involve periodic payments, consideration to the Consultant shall be applicable for the first one year (12 calendar months, counting from and including the month of the date of signing of the first Supply order by the Client). Payments after the first one year will be treated as Repeat Business, as mentioned in the next clause. Exceptions to this, if any, will be decided mutually by both parties, in writing, explicitly, over email, in advance to a Sale being closed.
- vi. **Repeat Business:**
- A. **Within 1 Year of The First Supply Order:** In case of repeat business (signed Supply Order) from a client introduced by the Consultant where the client approaches the Services Company or vice versa) this business shall automatically added to the Consultant account, unless the Consultant is totally disengaged in assisting the Services Company in maintaining a relationship with that Client.
 - B. **After One Year:** Similarly, any future business with the same Client, introduced by the Consultant after one calendar year from the date of signing the initial contract will be counted as revenue generated by the Consultant, unless the consultant is totally disengaged in assisting the Services Company in maintaining a relationship with that Client. However, the percentage in this case will be one-tenth of the percentage for a similar project in the first year in the case of Recruitments. In case of other projects, the consideration will be calculated and mutually agreed upon in writing by the Consultant and the Services Company.
- vii. The spirit of this MOU is important. This envisages regular engagement by the Consultant with the Clients even after the first order or project.

- viii. **Bad Debt or Part Payment Cases:** Payment of Consideration shall only be against actual payments realization from the Customer. In case of bad debt, no consideration will be applicable to the Consultant. If part recovery is made, commission will be calculated on the amount after deducting expenses of the suit borne by the services company.
- ix. **Billing.** Consultant may raise the bill to the company after **15 days** from the Services Company receiving payment from the client – consideration shall be calculated on the Invoice value, before application of taxes if any. Company will release the payment of the consultant within **one month** from the date of Invoice.

(d) **Mutual Responsibilities:**

- i. **Preference and First Right of Refusal:** Both Parties shall give first preference / preferably first right of refusal to the other party.
 - A. For the Services Company, this implies that in case of any prospect or lead generated in the Territory, through any source, the Services Company shall preferably give first right of refusal to the Consultant to follow up and close the sale.
 - B. For the Consultant, this implies that in case of any prospect or lead generated by the Consultant, the Consultant shall preferably give first right of refusal to the Services Company, for delivery of that Product / Service.
 - C. This preference of first right of refusal shall not be binding. The spirit of the engagement is important.
- ii. **Representations:** The Consultant may not represent himself as an employee of the Services Company. Likewise, the Company may not represent itself as the employer of the Consultant.

4. **INTELLECTUAL PROPERTY RIGHTS**

- (a) **Patents and Intellectual Property Rights:** Any patent arising out of the work proposed to be carried out under this MOU will be owned solely by the Services Company.

5. **CONFIDENTIALITY**

- (a) During the tenure of this MOU, the Consultant agrees to maintain strict confidentiality of the work assigned. Such confidentiality extends to all information about the services company, other than the marketing material, such as rates, contracts, internal information of the Services Company, and software codes received from Services Company, as well as know-how generated during the execution of the project work.
- (b) Disclosure thereof for any purpose other than in accordance with this MOU shall be a breach of this MOU.

6. **CONTINUATION, DURATION, RENEWAL AND CANCELLATION OF MOU**

- (a) The duration of this MOU shall be for a period of One Year from the date of signing. With mutual consent, it may be renewed for a further period of 3 years or more. Any obligations on either party, as mandated in the MOU, will survive the termination of the MOU.
- (b) In case of a successful engagement between the parties, the MOU may be converted into a Service Agreement between the parties through mutual consent. A separate agreement shall be signed in such a case, which will supersede this MOU.
- (c) The continuation of the MOU shall depend on the mutual benefit gained by Both Parties from it. In case of the Services Company, it shall depend on realisation of acceptable level of revenue in the Territory. For the Consultant, it shall depend on the realization of suitable consideration against Consultancy Services rendered. If either party is

unsatisfied with the benefits achieved, they may seek to cancel the MOU. Cancellation of this MOU at the request of either of the parties must be informed 3 months prior by a certified letter or email to the other party.

7. **FORCE MAJEURE.** If any work is delayed due to reasons of Force Majeure nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic, and civil commotion, Consultant shall without any delay give notice to end Client, for extension of time.

8. **LIABILITY.** Both the Consultant and Services Company shall not be liable to one another, for any claim of personal loss arising out of any activity / accident during the course of execution of the work covered under this MOU.

9. **GOVERNING LAW.** If and when an Agreement is signed between the two parties, the same will be governed by and interpreted in accordance with the laws of India. In case of any dispute over the said Agreement, the jurisdiction of Courts at New Delhi shall apply, in all respects.

10. **ENTIRE UNDERSTANDING.** This MOU and the Appendices attached thereto, if any, constitute the sole MOU between the **Services Company** and the **Consultant** regarding such Consultancy Services. It becomes effective only when signed by both parties. It is the spirit of this MOU that this will be a mutually beneficial arrangement for the **Consultant** and the **Service Company**.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

In consent of the above, both the parties have signed this MOU on this day of _____.

Signatures:.....

Signatures:

Name:.....

Name:.....

Designation:.....

Designation (if applicable):.....

Brisk Olive Business Solutions Pvt Ltd

Company (if applicable):.....

Witness 1:

Witness 2:

Signatures:

Signatures:

Name:

Name:

Address:

Address