

**MEMORANDUM OF UNDERSTANDING**

This is a memo of understanding between XYZ (hence forth to be referred as X) and ABC (Proprietor Mr. D) (hence forth to be referred as D) whereas the parties, for the following service.

Date: \_\_\_\_\_

Whereas the parties agree, for the purpose of this memorandum of understanding the date of commencement shall be reckoned from the date it is signed into effect.

Terms of service:

Whereas, the X agreed to provide the following Service (to D):

1. Setup Outsourced Call Center Operation with Minimum -Yr Full Time \_\_\_\_\_. Establish outsource lead generation for campaigns.

2. Research and development of a gold sales campaign. Upon proof of financial capability of D securing a minimum \$00,000.00 marketing budget X shall introduce D to a connection to wholesale provider of gold. For an additional \$000 4-8 page executive summary

on how to market, sell, and distribute gold and precious metals legally within the United States and \_\_\_\_\_ can be developed by X.

3. Arrange for buyer contract to purchase diabetic leads and contract to purchase gold at wholesale prices.

4. All leads are property of D and company.

Whereas the undersigned, referred as D agreed to abide by the terms of service and pay necessary charge. Whereas the D agreed to pay the following:

Terms of payment:

Whereas the D agreed to pay the following

1. \$0,000 Up Front Initial Retainer via OnlinePay. Retainer covers initial consulting and is earned fully upon effective date of this agreement. 00% Of Net Revenues from Call Center Operation, and sale of websites (see appended listing).

2. Net Revenues Defined as gross profit subtracts overhead costs which includes call center operational costs, leads, and Consulting fees.

3. X will receive 00% of net profits on revenues generated on the first \$0,000 in revenue, after \$0,000 in generated revenue the X will receive 00% ongoing. Residual fees to X will be paid weekly on Friday before OPM \_\_\_\_ Time.

4. In the event of any dispute it will referred to Arbitration as agreed upon by the parties in this behalf, and in no event parties will approach any judicial forum without any consultation with the other.

5. X already accepted a \$0,000 dollar upfront fee for services, which is considered earned in full.

Confidentiality:

Whereas the undersigned referred as X and D agreed to enter upon this memorandum to define certain course of future legal action and obligation and are hereby bound by a duty not to violate the confidentiality with respect to their respective business or course

of action and in any event of violation due to anything which may include willful disclosure and negligence by any person associated with the parties or with the company. It is the duty of the respective parties to abide by this memorandum of understanding and also

to work in this behalf to avoid any violation:-

1. With reference to anything or product or services or techniques used or to be used or planned in this behalf by X and or in collaboration with the X.

2. Any trade or business secret that may have come to Ds knowledge or D may have access to it due to some regular event or due to some technical issue or irregular event.

3. Any solution or evolution or of use that may have discovered by the X company or by any individual associated with X or in collaboration with X, of any nature, will be the sole property of the X and in no event

D will disclose to any one or try to make available.

such thing to any one with the intent to make profit or without any profit, on any account, and will try to prevent it.

4. D will never disclose any secret of X which may otherwise in public domain.

5. In the event of any litigation involving anything, where by D is duty bound to the Judiciary to disclose anything or any information relating to X, will try to make Judiciary aware of this confidentiality clause and if it requires that such information or anything relating

to X may be disclosed, will give a prior notice regarding such disclosure to the Concerned department of the X (not less than 30 days).

6. In any event whether this agreement is completed or not, the confidentiality clause will continue to bind the parties for next 9(nine) years from the date of commencement of contract, to all the parties and any person associated with the parties in this behalf.

7. Even after termination the confidentiality, non-circumvent and other clauses will continue to remain in force for next 9(nine) years.

Invention and discoveries and royalties:

Whereas the parties agreed that X can assign his inventories and discoveries and royalty interest to any third party after giving a notice to the D

1. Anything discovered in the process of delivering service to D,

2. With reference to anything or product or services or techniques used or to be used or planned in this behalf by X.

3. Any trouble shoot techniques and inventories or technical knowhow discovered or utilized in this behalf.

4. Any solution or evolution or of use that may have discovered by the X company or by any individual associated with X or in collaboration with X, of any nature.

5. Anything or any event will not affect the interest of X to inventories and royalties.

Non-circumvent:

Whereas the parties undersigned Agreed to enter into a working business relation to the mutual and common benefit of the parties there to, including affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and any other associated organization:

1. Will not try to circumvent any clauses of this memorandum of agreement or even try to do it with the help of any one with or without intent to defraud, coerce or to take an undue advantage over the other.

2. Will try to prevent any one or any of its employees who is trying to circumvent the memorandum of this clause, with due knowledge or not and in the event of such happening will inform the other immediately.

3. In the event of termination this contract the provision of Non-circumvent will continue in force for next 9(nine) years.

Termination:

Whereas the parties undersigned can terminate this agreement subject to the following condition

1. D can terminate this agreement with sufficient notice to the X and upon written consent of the X.

2. X can terminate this agreement with 7 days notice without mentioning any specific reason for termination.

3. However if either party tries to terminate the contract otherwise not following this termination condition will have to make good the loss suffered and ancillary cost suffered in this behalf.

4. In the event of termination of contract confidentiality, non-circumvent clause and all other clauses will continue to be in force for 9 (nine) years.

General terms:

Whereas the parties undersigned Agreed to enter into a working business relation to the mutual and common benefit of the parties there to, including affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and any other associated organization.

Now therefore in consideration of mutual promises, assertions and covenants herein and the other good and valuable consideration, the Parties agreed to on the following terms:

1. The parties will not in any manner, solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this agreement, without the express written authorization of the party who made available the source

and,

2. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the

source; and

3. All leads and information generated through Xs campaigns will remain the property of the X, to be utilized in whatever function X deem appropriate to generate profits, for Xs business and affiliates and any use.

4. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including

but not limited to all legal costs and expenses incurred to recover the lost revenue.

5. The parties hereby agree that the buyers agree that the commission will be agreed upon case by case and documented in a separate agreement.

6. This agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in USA (United States of America) Courts and, the arbitration laws of states will apply.

7. The signing parties hereby accept such selected jurisdiction as the exclusive venue.

8. This agreement shall remain in effect until either party shall submit either by email or handwritten letter expressing their desire to exit this contract, according to the termination clause (all condition mentioned herein).

9. If any portion of this agreement is unenforceable either because of legal or technical reasons, all other aspects of this agreement will continue to remain enforceable as before.

Signature:

1. Signatures on this memorandum of Agreement received by the way of Facsimile, Mail and/or Email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

shall any signatures concerning Agreements regarding commission between the parties be valid by way of above means.

2. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

ACCEPTED AND AGREED WITHOUT CHANGE

1. \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Name:

Company:

Address:

Registered Head office:

Address:

Facsimile:

Email:

2. \_\_\_\_\_

Signature

Date: \_\_\_\_\_

Name:

Company:

Address:

Registered Head office:

Address:

Facsimile:

Email:

Do not copy. Sample belongs to Shekhar Mahapatra