



### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made at Noida on this \_\_\_ day of August, 2006 BETWEEN M/s RSSS Corporate Services Pvt Ltd having its regd office at B-97, Sector-44, Noida, UP- 201301 through its Director Rahul Mehra hereinafter called the FIRST PARTY OF THE FIRST PART :

AND

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as SECOND PARTY OF THE SECOND PART :

WHEREAS the First Party and Second Party have agreed to work together for the purpose of providing Disinfection services to their clients. First party being the founder, service provider, disinfection expert and owner of the brand GermGuard PRO will carry out treatments at given premise using their resources and SOPs. First party would be solely responsible to carry out treatments, decide on viability of treatment at pre-decided cost and discretion of choosing which query to be actioned.

WHEREAS the Second party to be addressed as Channel Partners have offered to share their clients and prospective clients with First Party in order to get clients premises disinfected using First Party as service providers. For every transaction that materializes from the clients brought by Second Party, First party will share 20% of Net Billing amount (Transaction amount without taxes) as sales commission. Details of the understanding are listed below.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER :

01. First Party owns and controls all rights and patents for the Brand GrmGuard Pro.
02. First Party will execute treatments all on site using their SOPs for Disinfection services they offer under the brand GermGuard PRO.
03. First Party will have the sole discretion of deciding whether any prospective lead/client/work would be considered for work execution

#### **RSSS CORPORATE SERVICES PVT. LTD.**

 B-97, Sector 44, Noida - 201301

 +91 99990 25700 | 99115 15335

 +91 120 424 3900 | 421 5900

 [info@germguardpro.com](mailto:info@germguardpro.com)

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04. Based on review and assessment of all leads, First party to provide services to the client.
05. All payments for the executed work to be remitted to First party before commencement of work at site. In case payment is agreed (will require formal email approval from First Party) to be remitted on a later date, onus for collection lies with second party and in case the client fails to clear dues, it will be borne by second party with immediate affect.
06. First party will bear all costs of performing disinfection treatments at any site namely cost of logistics, consumables, manpower and machines.
07. After receiving payment from the client, First party will pay the second party 20% of the Net transaction value as sales commission within 7 days of receiving monies from the client.
08. First party reserves the right to evolve any terms and conditions mentioned in this MOU at any point of time with prior intimation to second party.
09. Sales commission of 20% on net transaction value may vary as per merit of each transaction but in case of change, both parties must mutually agree on the revised % prior to executing the treatment.
10. First party being the owner of brand GermGuard Pro, will provide Brand building tools like brand posters, content on social media, website management, brand brochure, business cards
11. First Party reserves the right to decide on the cost of a disinfection treatment for all clients. Second party will seek cost approval (Transaction value) for a given space prior to committing execution at any site.
12. Primary role of second party is to generate leads for the first party to provide disinfection services. Second party would be needed to gain technical knowledge of performing disinfection treatment.

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13. Second party must exclusively provide disinfection treatments to their clients via GermGuard Pro. Because Second party has gained and has access to SOPs of GermGuard Pro, using any competitive brand will lead to conflict of interest
14. In case a lead provided by second party is already existing with First party or is also shared by other sales channel of First Party , discretion of deciding which channel to pay credit for such lead solely lies with the first party.
15. In case, any of the parties want to terminate this MOU, intending party must clear any dues they have among each other and notify formally on email with a notice period of 7 days.

Both the parties of this MOU agree, undertake and covenant to abide by and perform the present MOU both in letter and in spirit and not to cause any breach of the same.

The above MOU is made for a better understanding in order to run the business efficiently.

In case of any point of difference the matter should be resolved amicably.

IN WITNESS WHEREOF the parties have signed this Memorandum of Understanding on the day, month and year first above written in the presence of witnesses:

**For GermGuard Pro**

**For Channel Partner**

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Authorized Signatory

Authorized Signatory

WITNESSES :

01.

02.