



MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT FOR APPOINTMENT OF “BUSINESS ASSOCIATE”.

This MEMORANDUM OF AGREEMENT is made and executed at Hyderabad on this ____ day of the month of _____ in the year _____ by and between:

M/s A and AM CONSULTANTS PRIVATE LIMITED, a company established and incorporated under the provisions of the Companies Act, 1956 having its registered office at # 8-3-409/1, Flat No: 102, Ram Chabra Vihar, Yellareddyguda, Ameerpet, Hyderabad – 500 073 (hereinafter referred to as the “FIRST PARTY”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Successors in title, and permitted assigns) of the “FIRST PARTY”;

And

Shri _____ an Individual/ a proprietary firm/Partnership Firm/company having its principal place of business at _____ (Hereinafter referred to as the “SECOND PARTY” which expression shall, unless repugnant to the context or meaning Thereof its successors-in-interest/title, legal representatives and permitted assigns) of the “SECOND PARTY”;

Whereas to operate as a “BUSINESS ASSOCIATE” to render services relating to sharing the referral to the “FIRST PARTY”. And whereas the “FIRST PARTY” is allowed to provide recommendations through its own branch network, and/or to outsource/assign the work of operation by appointing Business Associate(s)

NOW THIS MOA WITNESSES AS FOLLOWS:

1. APPOINTMENT OF THE “SECOND PARTY” AS “BUSINESS ASSOCIATE” :-

- 1.1 That the “FIRST PARTY” appoints the “SECOND PARTY” as its Business Associate.
- 1.2 That the “SECOND PARTY” will have no right / title or interest in the assets / business and / or profits of the “FIRST PARTY”. By this agreement the “SECOND PARTY” is only a “BUSINESS ASSOCIATE” with reference to the terms of MOA & will not create any right in favor of the “SECOND PARTY”.



1.3 That the appointment would be deemed to have become effective on _____ irrespective of the date of signing of this MOA and shall be in force for a period of _____ years, unless terminated earlier otherwise in accordance with and under the provisions thereof.

1.4 That the term of appointment can be extended on terms and conditions as may be mutually agreed upon by the parties by means of a written MOA only.

2. **RIGHTS AND OBLIGATIONS OF THE FIRST PARTY**

2.1 That the "FIRST PARTY" will provide timely information regarding use of the "Referrals" to the "SECOND PARTY".

2.2 That the "FIRST PARTY" shall have the right of demanding accounts of collection of all fees/charges/sums which the "SECOND PARTY" would be obliged to charge and receive against the work performed by them as a "BUSINESS ASSOCIATE" of the "FIRST PARTY".

2.3 That the "FIRST PARTY" has right to terminate MOA if found that the "SECOND PARTY" is not observing any instructions / directions of the "FIRST PARTY "

2.4 That the "FIRST PARTY" will have right to terminate MOA if found that second party is doing any act which is against the "FIRST PARTY", violating any law at the relevant time and any other conditions of the MOA.

3. **RIGHTS AND OBLIGATIONS OF THE SECOND PARTY AS A "BUSINESS ASSOCIATE"**

3.1 That the "SECOND PARTY" shall have a right to have orientation and initial training provided by the "FIRST PARTY" for smooth and proper operation as a "BUSINESS ASSOCIATE".

3.2 That the "SECOND PARTY" shall have to be followed: -

All orders, notifications, directions and instructions which are issued and binding for observance and compliance issued by the "FIRST PARTY".

3.3 That the capital cost of the assets/infrastructure to be arranged by the "SECOND PARTY" and shall be exclusively borne by the "SECOND PARTY".



- 3.4 That the operative cost of running the “Business Associate Center” shall be borne by “SECOND PARTY”.
- 3.5 That the “SECOND PARTY” will have right to claim commission as agreed between the parties only upon actual business from the referrals.
- 3.6 That the “SECOND PARTY” will have no right: -
- (a) To start or operate Branch or Business that of the “FIRST PARTY”.
 - (b) To use or display name and logo or seal of “FIRST PARTY”.
 - (c) To use or share data or information of “FIRST PARTY”.
 - (d) To use or create web page like “FIRST PARTY”.

4. SCOPE OF WORK

That the scope of work to be performed by the “SECOND PARTY” as Business Associate of the “FIRST PARTY” shall comprise and, inter-alia, include the following services/functions:-

- 4.1 That the “SECOND PARTY” will provide to the “FIRST PARTY” all relevant information of the investor/s who is interested in taking the advisory services of the “FIRST PARTY”. All that information provided by the “SECOND PARTY” will be termed as “Referrals”.
- 4.2 That the use of “Referrals” when any business is generated by the “FIRST PARTY” then the “SECOND PARTY” will be entitled to claim its commission.
- 4.3 That the “SECOND PARTY” after initial probing and shortlisting the clients will refer the “Referrals” to the “FIRST PARTY” team in the requisite format.

5. COMMISSION / CONSIDERATION: -

That the “SECOND PARTY” will be entitled to receive commission from the “FIRST PARTY” on monthly as per Annexure A

Commission will include all taxes, charges, cess applicable at the relevant time.

That the commission paid to the “BUSINESS ASSOCIATE” will be on the NET AMOUNT after deducting all the relevant taxes paid to Government authorities.



In case MOA is terminated as per Clause 8, then FIRST PARTY is not entitled to pay any commission to SECOND PARTY.

6. **CONFIDENTIALITY**

6.1 That the "SECOND PARTY" shall maintain and ensure confidentiality of information that comes to its possession / knowledge consequent to its participation as Business Associate of the "FIRST PARTY" and shall not reveal the same to anyone or use for purposes except when and if permitted by the "FIRST PARTY", provided such information may be provided by the "SECOND PARTY" if required under any order of the "FIRST PARTY", Court or Governmental Authority in accordance with law.

6.2 That the requirement of confidentiality and non-disclosure would be equally applicable to all the employees/workers/representative of the "SECOND PARTY" associated with as its operation as Business Associate of the "FIRST PARTY".

7. **ASSIGNMENT TO THIRD PARTY BY THE SECOND PARTY.**

That the "SECOND PARTY" is not permitted to assign transfer or appoint any person or company to its SUB BUSINESS ASSOCIATE or any interest duty or work to any third party or to his branches. In case of breach of this condition, this Business Associate MOA shall be terminated. On such termination and the "SECOND PARTY" will liable to compensate the "FIRST PARTY" for all monetary and other material losses suffered including loss of its goodwill, reputation and stature.

8. **TERMINATION**

8.1 Termination by the "FIRST PARTY": -

(a) That the "FIRST PARTY" shall be within its right and authority to terminate the MOA if the "SECOND PARTY" commits any acts or commission against clause 2.4 and 3.0 of the MOA.

(b) That the "FIRST PARTY" may also terminate the MOA in the event "the SECOND PARTY" is adjudged insolvent, involved in any illegal activities or "the SECOND PARTY" becomes unsound mind.

(c) That the "FIRST PARTY" will serve notice for 30 days to the "SECOND PARTY" of termination.

8.2 Termination by the “SECOND PARTY”:-

- (a) That the “SECOND PARTY” can terminate the MOA by giving three months’ notice in advance to the “FIRST PARTY”.
- (b) That upon termination, the “SECOND PARTY” shall forthwith handover all the property of the “FIRST PARTY” including software or any other material provided by the “FIRST PARTY” to the “SECOND PARTY”, without any delay.

9. **OBLIGATIONS OF THE PARTIES AFTER TERMINATION.**

9.1 That the both Parties shall be bound by their obligations/liabilities which had arisen from acts/omissions done prior to the termination. Notwithstanding any termination or expiration of this agreement the representations and warranties under various clauses and the rights and obligations under the confidentiality clause shall survive and continue and shall bind the parties and their legal representatives, successors, heirs and assigns.

10. **JURISDICTION**

That the both Parties agree that all claims, differences and disputes, arising out of or in relation to this MOA including any agreements, contracts and transactions made under this MOA or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions MOA, or contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts of **Hyderabad** only.

11. **EXECUTION OF MOA**

That the MOA is executed in two copies and each party shall have/retain one. Both will constitute original.

12. **NOTICES**

Any notice to be given under this MOA shall be made in writing in English and shall be delivered either (a) Registered Post, (2) by courier service or (3) by facsimile (confirmed by registered mail) to their respective following addresses, unless otherwise designated or changed by written notice by the parties hereto.



The "FIRST PARTY":

A and AM Consultants Private Limited
8-3-409/1, Flat No. 102, Ram Chabra Vihar,
Yellareddyguda, Ameerpet, Hyderabad - 500 073.

The "SECOND PARTY":

IN WITNESS WEHREOF, the parties have hereunto set and subscribed their respective hands in and around the day and year first herein above written in the presence of witness named below:

SIGNED AND DELIVERED BY:

A and AM CONSULTANTS PRIVATE LIMITED.,

Through its Director/Authorized Signatory.

Witness:

SIGNED AND DELIVERED BY:

Witness:

ANNEXURE A

SECOND PARTY is eligible to receive commission as per below mentioned table:

Table

Sl. No	No of Referrals Per Month	Commission on Subscription Fee
1	From 1 to 10	15% Per Subscription
2	From 11 to 20	20% Per Subscription
3	From 21 and above	25% Per Subscription