

DRAFT (to be printed in duplicate on Rs. 100/- non judicial stamp paper)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is being signed in New Delhi onday of Sept 2012 between **KinectoTherapy** with its registered office _____, India. and **Enhance Labs.,**, a propertership firm operating from I-304, Friends Appartment, 49, I. P. Extn., Patparganj, Delhi -110092.

The points mutually agreed upon for engaging in non exclusive business relations are mentioned as hereunder :

- 1) That, KinectoTherapy & Enhance Labs., have mutually decided work together non exclusively (as of now) for selling and promoting KinectoTherapy, a kinect based Motion-Sensing Physical rehabilitation tool in the form of customized solutions for clients on a project to project basis.
- 2) That, Enhance Labs., will be working as an Independent non exclusive Sales & Marketing professional (as of now), pitching to various clients and offering KinectoTherapy, a kinect based Motion-Sensing Physical rehabilitation tool as solution, depending upon client requirements and would brief KinectoTherapy on a project to project basis. KinectoTherapy would work as a non exclusive KinectoTherapy solution provider(as of now) to Enhance Labs.,. KinectoTherapy would develop customized solution and provide after sales service to all clients who purchase this solution.
- 3) Enhance Labs, would sell KinectoTherapy, a kinect based Motion-Sensing Physical rehabilitation tool developed by KinectoTherapy under his own name/ company or any other name/ company which, Enhance Labs., may decide from time to time. However, this solution shall be sold to clients as a solution developed by KinectoTherapy and marketed by Enhance Labs.
- 4) That, the business relation between Enhance Labs., & KinectoTherapy shall be defined as, Enhance Labs., shall be "Business Partner" to KinectoTherapy and KinectoTherapy shall be "Technology Partner" to Enhance Labs for KinectoTherapy, a kinect based Motion-Sensing Physical rehabilitation tool.
- 5) That, after implementation of each project, both Enhance Labs., and/ or KinectoTherapy may separately and/ or jointly issue Media Release highlighting the details of the project for public awareness and to promote the brand image of either of/ or both the parties.

- 6) That, KinectoTherapy and/ or any of their representatives shall at no point of time, try to contact or establish direct contact with any of Enhance Labs's clients during this contract period or even after the expiry of this contract period.
- 7) That, KinectoTherapy shall not engage with or entertain any clients of Enhance Labs., directly or indirectly even if the clients contact KinectoTherapy for business or for any other technology solution. This would apply during the tenure of this contract and even after the expiry of this contract period.
- 8) That, Enhance Labs's responsibilities shall include the following :-
 - a. Lead generation and pitching
 - b. Follow Up with the client on their requirement
 - c. Understanding the requirements
 - d. Sharing clients brief and requirement with KinectoTherapy for POC(Simulation/ Proof of Concept) and client feedback on the same.
 - e. Client Servicing & Support (with back office support from KinectoTherapy)
 - f. Addressing client's queries and closing sales.
 - g. Assist and supervise installation/ deployment by the Installation team from KinectoTherapy at clients end
 - h. Collection of payments from clients and then paying KinectoTherapy within 5 working days post collection.
- 9) That, KinectoTherapy's responsibilities shall include the following :-
 - a. To provide updated sales kit, which shall contain the details and specifications of product.
 - b. To provide all necessary support for pitching to clients including generating idea, converting idea to visual simulations, suggesting new technologies, use of IP, product and/ or collateral, etc...
 - c. To develop and share simulation/ POC as per client brief and requirement.
 - d. To provide the lowest and most competitive quote for the products, at all times
 - e. To honour commitments and provide timely support in terms of meeting with clients and/ or delivery/ installation of products and/ or after sales support as per pre-agreed timelines and commitment,
 - f. To inform in advance if there is any deviation from the pre-agreed timelines or commitment.
- 10) That, the initial Business relationship would be for a period of 1 year beginning from the date of this MOU. Upon completion of this 1 year tenure, the business relationship would be reviewed and depending upon the past experience and future potential, future business relations can be mutually agreed upon.
- 11) That, in case KinectoTherapy engages or wishes to engage in similar arrangement with any other person/ company or wishes to open a branch office in New Delhi, it shall keep Enhance Labs., informed well in advance of any such moves and the terms and conditions of this MOU may be reviewed at that point in time.

- 12) That, both KinectoTherapy and Enhance Labs shall not compete with each other during the period of the contract period, unless and otherwise with mutual agreement and written consent from the other party
- 13) That, Enhance Labs., shall inform and update KinectoTherapy on post pitch status to keep them updated and to avoid any misunderstanding and conflict of interest.
- 14) All direct enquiries generated may be shared by KinectoTherapy with Enhance Labs., for them to take it forward.
- 15) That, Enhance Labs., shall be entitled to a profit margins as earned by him. The process and calculation of profit margins for Enhance Labs shall be as follows :-
- a. **Software** : KinectoTherapy, a kinect based Motion-Sensing Physical rehabilitation tool shall be customized as per client requirement and brief. The total cost of the software shall be Rs. _____ x Number of exercise_____ = Total cost per installation/ licence _____ (This should include profits for KinectoTherapy, deploy/ installation cost and all applicable taxes also)
 - b. **Hardware** : Kinect hardware, PC, LCD display/ Projector cost shall be defined prior to each project as the cost may vary from time to time.

Enhance Labs shall share the client brief and requirement with KinectoTherapy, basis this, KinectoTherapy to share the simulation/ Demo video/ POC(Proof of Concept) for client. Depending upon the approved POC, KinectoTherapy will share the lowest and most competitive quote. Enhance Labs., will try and negotiate with the client to close the deal at a certain price, to get the business. The difference between the selling price to client and price quoted by KinectoTherapy (for both software and hardware) will constitute margin earned by Enhance Labs., (eg. : If the price quoted by KinectoTherapy for both software and hardware is Rs. 90 and it is sold at Rs. 100 to the client, then the difference of Rs. 10 becomes margin earned by Enhance Labs)

- 16) That, KinectoTherapy will always quote an all inclusive cost (including the hardware, software and the support for keeping the product up and running, profits for KinectoTherapy, all govt. Taxes, etc...) along with details specifications of all items. KinectoTherapy shall also work out an AMC cost, which clients may be willing to take up, post first year free maintenance.
- 17) That, the simulation/ Demo video/ POC(Proof of Concept) shall be as per discussion and brief shared by Enhance Labs and should clearly demonstrate the capability to achieve the objective and purpose as per the brief enabling to convince the client and convert business.

- 18) That, the samples will be provided by KinectoTherapy to Enhance Labs., as and when it is really required. Also the demo and POC of the softwares will be provided, to give the client the working model or prototype of the software and hardware. Enhance Labs., shall have no rights on it ownership and cannot share such confidential materials with the party who can then have the intention to infringe the Intellectual Property and Copyrights of KinectoTherapy.
- 19) That, in the event of a part or full stake sale of KinectoTherapy, the entire obligation as defined under this MOU, between KinectoTherapy & Enhance Labs., shall be transferred to the new owner of the company with an option by either parties to continue with the existing arrangement or rework/ renegotiate the terms of engagement mutually after the expiree of the existing MOU. However, the seller will make sure that Enhance Labs., is well informed of such stake sale well in advance and that all obligations and dues of Enhance Labs., are honoured and settled as per terms of this MOU.
- 20) That, KinectoTherapy is obligated to defend, indemnify and hold the clients and/ or Enhance Labs., harmless against any third party claim with regard to infringement of Intellectual Property such as Trademark, Patent, Copyright, etc... and/ or any other claim, which may arise due to any dispute with regard to the business transaction.
- 21) That, violation of any clause mentioned in this contract, would imply breach of contractual obligations and shall be subject to arbitration and shall be governed by the Arbitration and Conciliation Act, 1996, which shall be binding upon both the parties.
- 22) That, both KinectoTherapy and Enhance Labs., agree to work together in a fair and transparent manner and will try to settle any and all difference by discussion, keeping each other informed of all business related matters at all times.
- 23) That, both KinectoTherapy and Enhance Labs., agree to maintain confidentiality with regard to the ideas shared with each other, discussion done on these ideas and clients and/ or any other trade secret which is shared with each other in good faith.
- 24) That, all business related communication shall be documented either in the form of emails or in any other written form only. This is mainly to avoid any misunderstanding / miscommunication.

All the lawsuits if filed are subjected to take place in the city of New Delhi where Enhance Labs., operates from.

We/I, _____ hereby, abide by the above mentioned points and will work toward best possible mutual benefits.

This MOU is signed in the presence of the following witnesses:

Agreed and accepted

Agreed and accepted

For KinectoTherapy

For Enhance Labs

(Authorised Signatory)

(Authorised Signatory)

Witness:

1.

2.