

David Louis Solicitors and Associates

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MEMORANDUM OF UNDERSTANDING

This Agreement is to certify that I, Barr. David Louis of 3 Whit More Gardens London, NW105HH. United Kingdom. (Hereinafter referred to as 'Principal') hereby undersign and agree with Mr. Lockesh Ganeshan of 51, B1, 3rd street, Brindhavan Nagar, Valasarawakkam, Chennai - 600087, Tamilnadu India. (Hereinafter referred to as 'Recipient')

That from this 21st day of November 2018. I, Barr. David Louis irrevocably accepts Mr. Lockesh Ganeshan as my Foreign Partner in claiming the sum of US\$11,000,000 being payment due on a transaction, hereafter referred to as "PROJECT X" due to confidentiality.

Whereas the Recipient has agreed to grant the necessary assistance and more required for the completion of Project x; upon signing the term and condition hereinafter appearing.

AGREEMENT WITNESS AS FOLLOWS:-

1. In consideration of the much assistance provided by the Recipient to the Principal (The Assistance whereof hereby acknowledged) it is hereby agreed that the Principal should earn 50% of the aforementioned sum, equivalent to US\$5.5 Million (Five Million, Five Hundred Thousand United States Dollars).
2. The Recipient shall release 50% to the Principal upon the receipt of the aforementioned sum in his/her account.
3. The Recipient shall be entitled to 40% of the aforementioned sum, equivalent to US\$4.4 Million (Four Million, Four Hundred Thousand United States Dollars)
4. 10% will be used for reimbursement of all expenses that will be incurred in the cause of this transaction and will be settled before the above sharing pattern.
5. That both parties will be responsible for any charges/expenses that will be incurred in the process of reclaiming this fund.

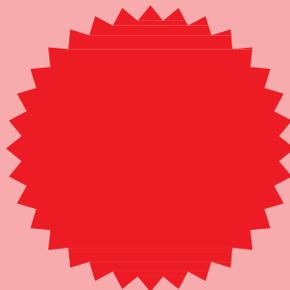
After the successful completion of this transaction and the sharing of the amounts as indicated above, I, irrevocably declare that no additional claims and demands will be made between both parties; except as mutually agreed upon; or as it relates to investments of fund by one party for the other. The confidentiality that this project requires will be kept by both parties for the duration of this project irrespective of time limits.

The Recipient will be entitled to all details and information as regards this transaction and is also free to raise reasonable suggestion towards the successful completion of this transaction. The confidentiality that this project requires will be fervently kept by both parties with no time limits on this project.

This agreement has been thoroughly read by both parties involved and the aforementioned conditions are totally accepted by both parties.


Barr. David Louis

(PRINCIPAL)



.....
Mr. Lockesh Ganeshan

(RECIPIENT)

This agreement is dated 21st day of November, 2018.