



SALES ASSOCIATE ENABLEMENT MANUAL



MANAGEMENT SYSTEMS SOLUTIONS



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 2 of 25

Agenda

1. On- Boarding Road Map
2. Process / Procedures induction
3. DQS India – SA Guidelines
4. SA Guidelines for use of corporate identity of DQS
5. Joint Business Planning Template
6. Performance reporting & evaluation
7. Annual enablement Plan

Agreement

Annexures

Support request form

Annexure 1 – Scope of Services

Annexure 2 – RP1 Form

Annexure 3 – Conflict of Interest



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

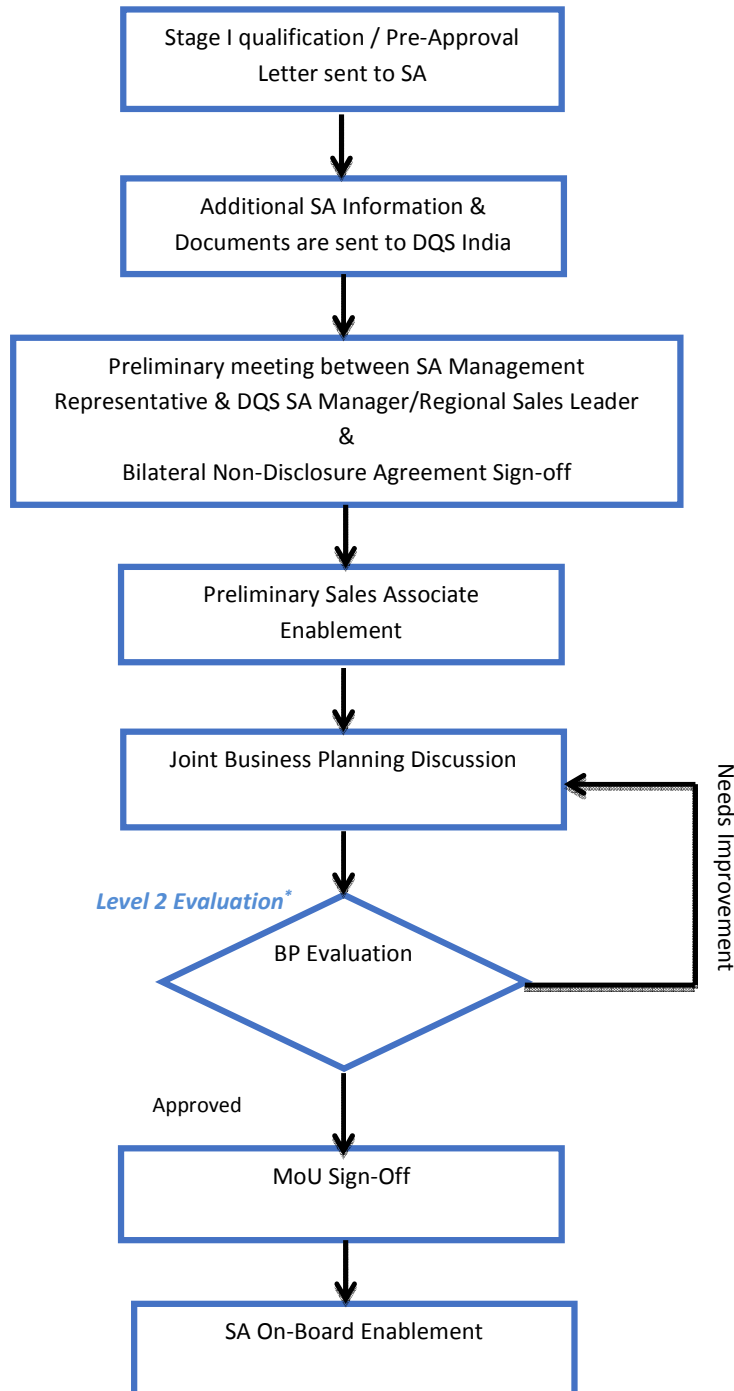
Effective Date: 03 Aug 2015

Version:1.10

Page 3 of 25

1. On –Boarding Roadmap

Every sales associates who has been identified evaluated and approved according to the guidelines set by DQS India program i.e. sales associates who has cleared the level one evaluation is now ready for on – boarding into the SA program. The clear road map of the on-boarding process is as listed below.





MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 4 of 25

Points of Contact			Nature of cooperation	Periodic reporting / meetings
Level	DQS India	Sales Associates		
First	Sales Person	SA SPOC	Day-to-day coordination for SA Operations	Day to day
Second	Regional Sales Leader Associate Manager – BD (T&S, SA)	SA manager	Day to day business cooperation's Billing & payment related activities Operational, review meetings	Monthly
Third	VP – Sales & Marketing	SA MD/ CEO	Joint business plan development MoU signing Escalation of all issues Periodic performance review	Semi annually

The service induction and orientation can be done through various channels

- Face to face/ one to one meetings
- Webinars

1.1 Joint Business Plan developments – The SA sponsors will develop a business plan along with support / guidance of DQS INDIA SA manager. The Business Plan working template attached as annexure to manual should be used to work out the sales/ revenue forecast for upcoming year. The initial business plan shall be for a period of 12 months and shall clearly identify the following

- Scope of cooperation (domains /services)
- Regions represented by SA
- Sales target & revenue estimation
- Roles & responsibility of each party in each service offerings
- Performance indicators
- Review & Evaluation timeline

1.2 Signing of the Memorandum of Understanding / SA contract – After the SA and DQS India has jointly developed a business plan they shall also sign a memorandum of Understanding (MoU) to formalise the business relationship.

1.3 On-boarding into DQS INDIA SA program – The full on-boarding into the DQS INDIA SA program will be the final step in the on-boarding road map. This shall embark a close cooperation between DQS India and SA.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 5 of 25

2.0 Process / Procedures induction

This will be part of the service induction program and will emphasis on the process/ procedures to be followed by both DQS India and SA in their cooperation. It will clearly detail out the various roles and responsibility of each party in every aspects of cooperation from prospecting to closure of a project with client.


Some of key topics to be covered include

- Communication protocol
- DQS India guidelines for
 - Prospecting
 - Sales
 - Delivery (Internal / External)
 - Invoicing & collection
 - Escalation & conflict resolution
 - Performance reporting & review

2.1 Communication protocol

As detailed above in the defining the cooperation structure, there shall be three level of contact between the DQS India and SA. The following guidelines shall be adopted by both parties in all cooperation initiatives.

- The communication between two parties should be primarily driven by the designated persons (SPOC, Managers and Sponsor).
- In cases where other involved in collaborative sales/ delivery need to communicate with members of other party then second level points of contact (SA managers) should be copied in all communication.
- Oral communication will help quick resolution however be followed through an email, letter within 24 hours for record purposes.
- The standard time for manager to respond to an email that is classified as urgent/ important is 24 hours. The communicating party should also take initiative to inform the urgency through all possible communication means (phone, fax, email, sms etc.) to receiving party to ensure that the issue/ query is addressed on time.
- All other emails need to be answered within 48 hours.

	Sales Associate Enablement Manual		
MANAGEMENT SYSTEMS SOLUTIONS	Effective Date: 03 Aug 2015	Version:1.10	Page 6 of 25
Doc No.: DQS/ SA/ 14			

2.1.1 Sales process

The steps involved in sales process is as follows:

- The SA will devise a marketing plan to promote DQS INDIA services to existing and /or potential clients in its designated region.
- On identifying a lead, the SA refers the lead to DQS India and shall seek any support from DQS India as required. The support can be, but is not limited to additional information on the particular service, technical information, past experience of DQS INDIA etc...
- DQS India will provide all possible support to SA.
- The SA shall work towards closing the business deal with the client.
- Once the lead has formally shown interest to close the deal, SA may facilitate a meeting between the lead and DQS India.
- Once the lead is converted, DQS India will sign a MoA with the client. This will mark the closing of the selling cycle.
- The leads from SA have to be captured in the ERP of DQS India through the sales personnel. The Associate Manager – BD (T&S, SA) will monitor them on regular intervals

2.1.2 Billing and payment process –

First Payment

- Once the deal has been closed and the contract has been signed with the client, DQS India will raise the first payment invoice revenue (relevant to SA for payment) to the client as per the payment terms of the signed MoA.
- The SA is mandated to coordinate with client to ensure that the payment is made as per the terms of the agreement.
- In case there is any issue or delay SA will continue to work closely with the client to sort out the issue (DQS India will instruct and guide the SA to act based on status of initial payment).
- Client makes the payment to DQS India.
- DQS India informs the client and SA will raises an invoice in line with the terms agreed in MoU and/or project specific contract with DQS India.
- DQS India will make payment to SA as per terms agreed in MoU and/or project specific contract.
- All mandatory tax deduction will be made as per the existing government regulations in India. DQS INDIA will provide the SA with payment document and tax deduction certificate as per government regulation and as requested by SA.



MANAGEMENT SYSTEMS SOLUTIONS

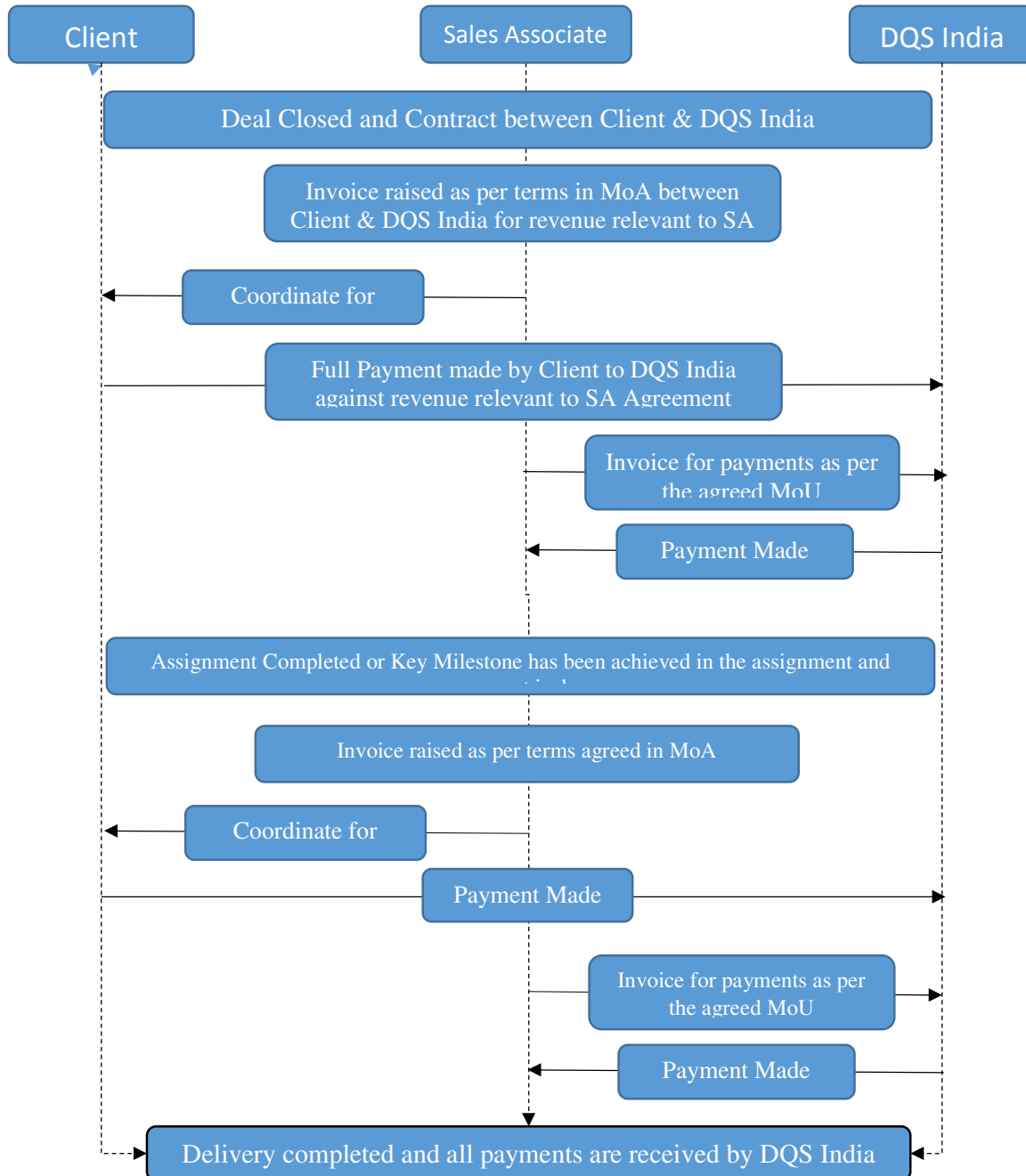
Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 7 of 25





MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 8 of 25

3.0 DQS India – SA Guidelines

3.1 Sales Associates

3.1.1 General guidelines


- An individual / organization can act as a Sales Associate **only if it is authorized to do so** by DQS India.
- Sales Associate will have a **clearly defined geographical area** of work.
- Sales Associate **is not exclusive** and DQS India has the **right to appoint other Alliance / strategic partner** in the same region.
- Sales Associate is bound by **rules of confidentiality and non-disclosure**.
- Sales Associate **not authorized to work with immediate competitors of DQS India** in the geographical area allocated to them.

3.1.2 Use of DQS INDIA logo & Brand

- Sales Associate is authorized **to use the DQS INDIA SA insignia** (emblem) in all corporate artefacts in line with the DQS INDIA Communication & Visibility (C &V) guidelines.
- Sales Associate **under any circumstances cannot use the DQS INDIA logo** without written permission of DQS India on a case to case basis.

3.1.3 Sales Associates roles & responsibility

- Sales Associates under the SA agreement **are authorized to promote the DQS India service portfolio** in the region designated to them.
- Sales Associate shall **appoint various points of contact** (SA MD, SA manager, SA SPOC) as defined in on boarding roadmap of the SA manual.
- Sales Associate are tasked to **identify potential clients** and **work towards closing a business deal** with them.
- Sales Associates shall conduct its business under the sales associateship program, according to the guidelines set by DQS INDIA
- Sales Associate **shall periodically report to DQS India** using the templates provided and as per the timeline agreed between both parties.
- DQS India will **review the performance of Sales Associate periodically** and shall recommend action plans to further enhance cooperation. DQS India also has the **right to terminate** Sales Associateship after a formal explanation.

	<h2>Sales Associate Enablement Manual</h2>		
MANAGEMENT SYSTEMS SOLUTIONS	Effective Date: 03 Aug 2015	Version:1.10	Page 9 of 25
Doc No.: DQS/ SA/ 14			

- DQS India will not be responsible for any legal action and / or liability arising and use of Mark / Logo relating to third party but used by SA in connection with SA arrangement with DQS India during and after termination of arrangement under MOU with DQS India.

4.0 SA Guidelines for use of corporate identity of DQS INDIA

Sales associates Communication Guide has been created to ensure the accurate, consistent appropriate usage of DQS India's brand and messages. These guidelines explain how to use DQS INDIA's brand in media such as print media, event marketing, Web and protocols for official communications related to DQS India's Sales associates (SA) program.

4.1 Prerequisite:

Organizations should be an authorised sales associates of DQS INDIA. Legal action will be taken against any unauthorised use of DQS INDIA brand.

4.2 DQS India Partner Insignia:

Sales associates will be assigned a DQS India partner insignia which they will have to use in all SA related visibility and communication activities. **The use of standalone DQS India's logo is not allowed. "Never redraw our DQS INDIA insignia, translate it, or alter the placement and size relationship between its elements".**



Only authorized sales associates of DQS India are allowed to use the DQS INDIA Insignia and artefacts. These cannot be shared with unauthorized individuals / organization for any use. Unauthorized use of DQS INDIA partner insignia or any artefacts provided by DQS INDIA will be considered breach of trust / contract. Due legal action will be initiated against the appropriate person/ sales associates

4.3 DQS India Partner Insignia and Sales associates Logo Relation

By promoting their relationship with DQS India, sales associates create an enhanced market presence for the partnership. Including both the DQS India insignia and sales associates' logo in communications provide added strength to both brands.

When both logos appear together, it is important that the size and weight of each appear to be equal. Instances will occur when two logos are mechanically equal in size yet are not visually equal. In these cases, it is necessary to visually size them to appear similar in size and weight.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 10 of 25

Correct Way to use SA insignia beside partner logo

The Sales associates in all communications or business dealings under the SA program is mandated to use both their own logo and DQS INDIA partner insignia together. Use of any one logo without the other will be considered as breach of contract and appropriate action would be taken by DQS INDIA against concerned persons / sales associates.

Using Partner Insignia in Black-and-White

The signature may be reproduced in black on 1-color applications, fax, cover sheets, forms etc.

4.5 Altering Partner Insignia

The integrity of the DQS INDIA partner insignia must be respected at all times. Don't stretch, condense, or otherwise morph it. Any modification of the partner insignia confuses its meaning and diminishes its impact and strictly not allowed.

Some instructions to maintain the integrity of Partner Insignia:

- a. Do not alter the colours in the insignia.
- b. Do not delete or rearrange the elements of the insignia
- c. Do not typeset or recreate the insignia in another typeface.
- d. Do not use the insignia on a busy background or a background with insufficient contrast.

4.6 Use of DQS INDIA Logo and DQS INDIA Partner Insignia in Sales associates Website

When creating pages for DQS India's products on a sales associate's website, there will be specific instances when the DQS India logo will be required. Usage of the DQS India logo is explained here, with examples.

When the landing page features DQS India's products the landing page should contain the DQS India insignia with a hyperlink to the DQS India website: www.dqs-india.in and **should** be placed appropriately on the page.

4.7 DQS INDIA Partner Insignia in Advertisements

Be sure that the DQS INDIA partner insignia has sufficient clear space per the guidelines. Do not crowd the logo with text, graphics, or photos. Prior written approval of the SA manager is a must before releasing such advertisements.

While using sales associates' logo and partner insignia together, make sure that they are visually equal in size and weight. Also provide sufficient clear space for the partner insignia as per the guidelines provided.

The url of DQS INDIA sales associates program should be included in the advertisement.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 11 of 25

4.8 Partner insignia in e-communications

E-mail blasts

Be sure that the sales associates' logo and DQS INDIA partner insignia are visually equal in size and weight. Also provide sufficient clear space for the partner insignia per the guidelines provided.

Ensure you use the email signature provided by DQS India.

Electronic newsletters

Be sure that the sales associates' logo and DQS INDIA partner insignia are visually equal in size and weight. Also provide sufficient clear space for the DQS INDIA partner insignia per the guidelines provided.

The preferred placement of both SA and DQS INDIA partner insignia is in the right upper corner of the newsletter or in the rightmost column of the new letter.

Logos should be against a white backdrop. If the logos need to be printed on a colour backdrop, then it should be placed within a white box in such a way that it stands out clearly.

The logos should be stand out and SA should avoid cluttering the look with any form of text or images.

Please note: All the above mentioned Partner insignia in e-communications needs a written approval from DQS India

4.9 Partner insignia in literature

Front and back covers

Be sure that the sales associate's logo and DQS INDIA partner insignia are visually equal in size and weight. Also provide sufficient clear space for the partner insignia per the guidelines provided.

4.10 DQS INDIA Sales associates Artefacts

DQS India will provide a set of file templates (ppt, word etc.) which should for all SA program related documentation. Any presentations related to the SA program or the any SA related operations should be sent to DQS INDIA for approval. Only on obtaining written approval from DQS INDIA, the sales associates can use the presentation for SA related activity.

Sales associates shall not modify any fixed components in the files such as position of logo / insignia, header and footer content etc. unless explicitly mentioned in the document.

4.11 DQS INDIA Brand Artefacts

Sales associates will also be provided with the set of DQS India brand artefacts like channel e-mail signature, visiting cards (soft copy), letter head template (soft copy) etc. Sales associates should use them for all SA related networking and communication purposes.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 12 of 25

4.12 Use of Disclaimers

The sales associates when using the DQS INDIA insignia are mandated to use the appropriate disclaimers in all written communication & visibility documents irrespective of the format or medium used.

Listed below are disclaimers to be used in some key communication channels / documents

Email – The “name of Sales associates” is an authorised Alliance/ Strategic partner of DQS India and is authorised to represent the company in limited services only. DQS India is not responsible for the content of the email and under no circumstances can be prosecuted for any misrepresentation to the client. The client can directly contact the DQS INDIA at customerservice.india@dqs-india.in for any clarification or to report misuse of partnership.

Information material (Brochures, Flyers, newsletters etc...) - The “name of Sales associates” is an authorised Alliance/ Strategic partner of DQS India and is authorised to represent the company in limited services only. DQS India is not responsible for the content of the brochure and under no circumstances can be prosecuted for any misrepresentation to the client. The client can directly contact the DQS INDIA at customerservice.india@dqs-india.in for any clarification or to report misuse of partnership.

Website – The “name of Sales associates” is an authorised Alliance/ Strategic partner of DQS India and is authorised to represent the company in limited services only. DQS INDIA is not responsible for the content of the website and under no circumstances can be prosecuted for any misrepresentation to the client. The client can directly contact the DQS INDIA at customerservice.india@dqs-india.in for any clarification or to report misuse of partnership.

Visiting cards – “The “name of Sales associates” is an authorised Alliance/ Strategic partner of DQS India and will represent DQS INDIA only in limited services only.

Letterheads - The “name of Sales associates” is an authorised Alliance/ Strategic partner of DQS India and will represent DQS INDIA in limited services only. DQS India is not responsible for the content of the letterhead (unless it is signed by DQS INDIA representatives and bears by DQS INDIA stamp) and under no circumstances can be prosecuted for any misrepresentation to the client. The client can directly contact the DQS INDIA at customerservice.india@dqs-india.in for any clarification or to report misuse of partnership.

5.0 Joint Business Planning – Template

SA is provided with a Business planning working template which can be used by SA to forecast the sales and revenue for the planning period. DQS INDIA shall assist SA in the development of the business plan.

Draft Business Plan shall be submitted by SA to DQS INDIA and both parties shall together finalise the business plan.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 13 of 25

The final Business plan shall be documented for future performance monitoring. T shall include the following

- Scope of cooperation (domains /services)
- Regions represented by SA
- Market positioning of Individual services
- Sales forecast & total revenue forecast
- SA Revenue forecast
- Team Structure
- Marketing Plan
- Performance monitoring & review schedules

6.0 Performance reporting & evaluation

6.1 Routine reporting

The sales associates should be in constant contact with DQS INDIA SA Manager and should keep DQS India informed on a predefined periodic basis, of all business developments relevant to the partnership between the two parties

The SA manager should use the following templates to communicate to DQS India:

- New client information form
- Monthly report form

6.2 Periodic reporting

The sales associates will compile and send to DQS India a periodic report which captures the business related activities that has occurred during the agreed periodic reporting period. The SA is provided with

The DQS INDIA SA Manager shall review the report against the business plan. Post the review of periodic report DQS India shall

- Suggest actions that would be required to be performed by SA partner.
- Recommend SA partner to attend DQS INDIA refresher training program
- Limit or expand scope of work of sales associates.
- Any other action deemed appropriate

6.3 Performance evaluation

While sales associates report to DQS INDIA on a periodic manner, the performance evaluation of SA would be done quarterly (or as suggested by DQS India).



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 14 of 25

The review will always be between DQS INDIA sponsor and SA sponsor. DQS INDIA SA manager and SA manager shall also be present to provide information and substantiate facts. The performance of the SA will be evaluated against the jointly developed business plan.

Post the performance evaluation, DQS India shall

- Suggest actions that would be required to be performed by SA partner.
- Call for joint review meeting with SA sponsor / manager (if required).
- Limit or expand scope of work of sales associates.
- Any other action deemed appropriate



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 15 of 25

Annexures

Annexure A – Support request form

Support Request Form	
Sales associates Name:	
Sales associates ID:	
Request Sent To (Designated DQS INDIA SPOC)	
Requested Support Details	
Type of Support Requested	
<input type="checkbox"/> Materials / Files <input type="checkbox"/> Sales Support (Information requested by client, Meeting request etc.) <input type="checkbox"/> Operational Support <input type="checkbox"/> Technical Support <input type="checkbox"/> Others	
Support Details (Elaborate the support required from DQS INDIA India)	
Support Request Sent by (Name of SPOC)	Designation:
Request Raised on (Date)	Support required on or before: (Date)

DQS India Sales Associate Agreement

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

©2015 DQS India

No part of this material shall be reproduced, stored in a retrieval system, or transmitted by any means without written permission from DQS India



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 16 of 25

Definitions and Interpretations:

- 1.1. "Authorized Market" shall be the geographic region of
- 1.2. RP1 form
- 1.3. "Lead" refers to the prospects and opportunities evolved out of the sales and marketing by the Sales Associate in promoting the Services only in the Authorized Market.
- 1.4. "Net Invoice Price" shall mean the total first year Order price on the Services availed by the New Client comprising of preliminary evaluation, stage 1 and the registration assessment audit including any increase or decrease in the total amount of the Order from the Lead (even though such increase or decrease takes place after the effective date of termination) less accreditation logo fees, data base fees, any shipping, packaging and insurance costs, sales, use and excise taxes, any allowances or discounts granted to the New Clients by DQS INDIA, and any tariffs, duties and export fees involved in international shipments.
- 1.5. "New Lead" shall mean the Leads whose requisition for the purchase of Services identified in the RP1 Client shall accept DQS INDIA quotation and enter into an agreement with DQS INDIA to become its customer.
- 1.6. "Order" shall mean (a) any commitment evidenced by purchase the Services; and (b) as a result of Sales Associate's documented direct involvement.
- 1.7. "Services" under this Agreement shall refer to marketing and sales of such DQS INDIA Services that are set-out in the schedule of Services attached herewith as Annexure A that, upon Appointment and thereupon till termination of this Agreement, DQS INDIA authorizes the Sales Associate to perform unless modified. Services shall not include DQS INDIA India's Continuous Assessment Services, which are expressly excluded from the subject matter of this Agreement. DQS INDIA may, at its sole discretion, modify the list of Services in Annexure A from time to time by providing Sales Associate with a revised version of Annexure A. Sales Associate agrees to promote the Services under the terms of this Agreement.
- 1.8 "Assessment Services" under this agreement shall refer to the comprehensive assessment and evaluation of the Client's management system at the place of manufacturing of product or supply of services. The objective is to determine system compliance to the applicable accreditation standards requirements and also to define potential for improvement.
- 1.9. "Training" refers to technical training organized by DQS INDIA. DQS INDIA shall decide the date, venue, duration and topics covered under the training. The fees and other charges relating to the Training shall be at the sole discretion of DQS INDIA. DQS INDIA shall have absolute right to postpone, reschedule or cancel a Training program. Training shall form part of the Services if specifically mentioned in Annexure A. In that case, the Sales Associate shall endeavour to facilitate participation of Leads or other interested participants. DQS INDIA shall collect the necessary fees from the participants and shall have absolute right to allow/disallow participation of any participant referred by the Sales Associate.

2. Status:

The Sales Associate represents and warrants that its business exists and in good standing under the laws of The Authorized Market and that it would not violate any statutory or contractual obligation/restriction, by the performance of its obligations under this Agreement.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 17 of 25

3. Non-Exclusive Appointment:

This appointment shall be non-exclusive. Nothing contained in this Agreement shall limit the right of DQS, its affiliates or any other Person's right to partner with DQS Services in the Authorized Market products (including services of its affiliate companies/group companies), to form joint ventures or Channels in the Authorized.

4. Services:

The Services to be provided by Sales Associate to DQS are as set out in Annexure 1 of this agreement.

5. Lead Generation Process

5.1 Sales Associate will submit information relating to the Lead to DQS in the format as specified in the RP1 (Annexure 2). Sales Associate will, at its option, submit any additional information it feels that may assist DQS in concluding the sale. All Leads must be submitted in writing to the Central Quoting Team as appropriate (or other individual(s) as designated by DQS from time to time Reconfirmed to mention time limit day within 10 days of the lead generation.

5.2 DQS will evaluate the lead, also considering the following

5.2.1 The Lead must be interested in availing the Services from DQS India.

5.2.2 The Lead must be a New Lead.

5.2.3 The Lead must not have been contacted or visited by DQS India or any of its representatives within the previous 1 (One) Year.

5.2.4 Sales Associate has documented and submitted the necessary RP1 to DQS India.

5.3. The decision of DQS India to do business with a lead shall be final. DQS India shall, at its own option decide to commence, continue or discontinue doing business with a particular Lead/ New Clients with/without assigning any reason whatsoever.

5.4. DQS India will assign resources to pursue a Lead, if in DQS India's sole discretion the Lead represents a valid opportunity to make potential sales.

5.5. DQS India shall negotiate on the price for the particular services, issue the quote to the client and make amendments thereon. Sales Associate shall not be involved in the pricing decision of DQS India.

5.6 DQS India shall equip the Sales Associate with all documents, material that would be required to understand the services under this agreement. Sales Associate shall promote and market the Services in the Authorized Market by all legitimate means including advertising of the Services and participating in exhibitions or fairs for such promotion. The Sales Associate shall obtain the approval of DQS for any advertisement, promotional campaign, marketing schemes or any other activity, which it intends to undertake for promotion and marketing of the Services of DQS in the Authorized Market. Except for the promotional material being supplied at the option of DQS, the Sales Associate shall solely bear all costs it incurs to promote and market DQS Services

5.7 All sales shall be at prices and upon terms established by DQS, and DQS shall have the sole right to establish, change, alter or amend prices and other terms and conditions of sale at any time. Sales



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 18 of 25

Associate shall not accept Order's in DQS India's name or make price quotations, delivery promises or any other representations or guarantees regarding the Services without DQS India's prior written approval.

6. Agreement with the Client

6.1 DQS India may in its sole discretion enter into an agreement with the lead for the performance of Assessment & related Services. DQS India shall intimate Sales Associate of such agreement. Sales Associate shall represent DQS India on communications with Client, but refrain from entering into any contractual agreement with the client, in relation to the services covered under this agreement. The clients will remain as DQS INDIA Clients and the Sales Associate is not permitted to entice the clients away even after the termination of this Agreement.

6.2 The Assessment Services shall be delivered by DQS India or by the Sales Associate. DQS India shall raise a Performa invoice to collect the advance money from the customer and raise a final invoice upon the completion of Assessment Services. Sales Associate shall liaise with the Client and ensure that the Advance amount / Invoice amount is paid to DQS.

7. Audit & Delivery

Sales Associate, if authorised by this Agreement (Annexure 1), may deliver the assessment & Related services to the clients on behalf of DQS. The parties may also decide to share the resources for the delivery of the audit. The compensation will be separately contracted.

7.1 Sales Associate shall perform the Delivery in a competent manner and in compliance with the applicable requirements and instructions. Sales Associate represents and warrants that the best technical practices, skills, procedures, care and judgment shall be employed in performing Assessments and that the Assessments shall be performed in the most expeditious and economical manner consistent therewith. Sales Associate and its employees agree to abide by the Conflict of Interest and code of conduct annexed to this agreement. (Annexure 3)

7.2 DQS and Sales Associate are each dedicated to act according to the highest legal, ethical and moral standards at all times. Each represents and warrants full and continuing compliance with all applicable tax, anti-bribery and corrupt practices laws, regulations and other legal requirements. No offer, promise or payment of any money, gift or any other thing of value shall be paid to any person for the purpose of influencing official actions or decisions affecting this Agreement. Sales Associate agrees to promptly notify DQS of any change in any laws, regulations or other legal requirements that may affect its performance of this Agreement.

7.3 Independent Entities - The parties are independent entities and are not affiliated with or influenced or controlled by producers, suppliers or vendors of products in any manner that might affect their capacities to render reports of findings objectively and without bias. Specifically, they represent and warrant that, during the term of this Agreement:

- there shall be no managerial affiliation with producers, suppliers or vendors;
- the results of their work shall accrue no financial benefits via stock ownership or the like to any producers, suppliers or vendors of the products involved;
- there shall be a sufficient breadth of interest or activity such that the loss or award of a specific contract to determine compliance of a producer's, supplier's or vendor's product with the applicable standard would not be a determinative factor in their financial well-being; and
- the employment security status of their personnel shall be free of influence or control of producers, suppliers and vendors.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 19 of 25

8. Compensation:

8.1 Sales Associate's Compensation shall be as set out in Annexure 4 of this Agreement.

9. Payment of Compensation

The Sales Associate shall raise an invoice of the amount due from DQS based on the payment terms mentioned in this Agreement. Upon satisfaction of the conditions precedent, DQS India shall pay the compensation to the Sales Associate within a reasonable period. DQS India will provide a statement of Compensation due and paid under this Agreement at times and in formats determined by DQS India.

10. Nature of Relationship

10.1 The parties intend to create only an independent contractor relationship. This Agreement shall not create an agency or employment relationship, partnership, joint venture, or other business group or concerted action between the parties. Neither party is authorized to incur any obligations on behalf of, or to bind the other in any respect.

10.2 Each party's personnel shall at all times be under that party's exclusive direction and control and shall not be employees of the other party. Each party shall pay all wages, salaries and other amounts due its employees in connection with Assessments performed under this Agreement and without limitation shall be responsible for all reports and obligations respecting their relationship.

10.3 While this agreement is in force, or so long as the Parties engage in business not necessarily under this agreement, both parties agree not to poach each other's employees. Each Party further commits not to poach each other's employees for a minimum period of 24 months after the cessation of business between them under this agreement or other arrangements, whichever is later.

11. Duration: This appointment shall be effective from the date of this Agreement and shall remain in effect until terminated by either party in accordance with Section 12 of this agreement.

12. Termination:

12.1 The Parties may terminate this Agreement with or without cause upon 60 (Sixty) days advanced written notice to the other Party. Upon termination of this Agreement for any reason, Sales Associate shall immediately conclude its duties on behalf of DQS and shall return all the documents, marketing material, business cards back to DQS India.

12.2 If the Sales Associate performs a breach of the contractual terms of this agreement, DQS India reserve the right to terminate this agreement after giving 7 (Seven) days' notice in writing.

12.3 Sales Associate shall be entitled to Compensation only as to those orders from Leads, which are presented to DQS prior to the date of termination and are accepted by DQS thereafter and for the assessment services already delivered to the satisfaction of DQS India

12.4 After expiration or termination of this agreement, Sales Associate agrees not to compete with DQS INDIA or work with a competitor of DQS INDIA for a period of 24 months years from the date of termination of this agreement.

13. Assignment: Sales Associate shall not assign this Agreement or its rights or obligations hereunder to any other Party, in whole or in part, without DQS India's written consent.

14. Indemnity: Sales Associate agrees to indemnify and hold DQS harmless from and against any and all losses, claims, demands, suits, liabilities and judgments and all costs and expenses, including



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 20 of 25

reasonable attorneys' fees, arising from claims based upon the performance of Sales Associate's services hereunder or breach of any obligation under this Agreement.

15. **Proprietary and Confidential Information:** Sales Associate understands and agrees that during its relationship with DQS, or in connection with this Agreement, DQS may provide to Sales Associate or Sales Associate may otherwise receive proprietary or confidential information relating to DQS or New Clients, including but not limited to information regarding strategies, employees, issues, financial matters, products, procedures, programs, projects and other business activities (collectively "Proprietary Information"). Sales Associate agrees not to disclose any Proprietary Information to any third party, except with DQS India's prior written approval. Sales Associate also agrees not to use any Proprietary Information for its own benefit or for the benefit of any third party, except as strictly contemplated under this Agreement. Upon DQS India's request, Sales Associate agrees to immediately return to DQS India all records containing any Proprietary Information including all copies possessed by Sales Associate or any third party. All changes, modifications, or improvements Sales Associate makes to any Proprietary Information will be considered additional Proprietary Information subject to this Agreement. Any breach of contract under this clause by Sales Associate shall result in Sales Associate indemnify DQS India for Loss, Damages Etc. That may arise at such breach.

16. **Information Disclosed by Sales Associate:** Any and all technology, information, knowledge or data not marked confidential or proprietary and disclosed to DQS by Sales Associate or any of its officers or personnel in connection with services furnished under this Agreement shall not be deemed to be confidential or proprietary to Sales Associate, and shall be acquired by DQS without any restrictions as part of the consideration for this Agreement. Sales Associate represents and warrants that the information, knowledge and/or data disclosed to DQS will not be confidential or proprietary to any other person, firm or corporation, and agrees to indemnify DQS as provided in this Agreement for breach of such warranty.


16.1. Sales Associate agrees that DQS India's obligation to keep confidential any data marked Confidential or Proprietary shall not apply to any information or data which (1) is or becomes publicly known through no wrongful act on DQS India's part, (2) is known to DQS at the time of disclosure, (3) is rightfully received by DQS from a third party without a breach of this Agreement, (4) is furnished to a third party by Sales Associate without a similar restriction on the third party's rights, or (5) is approved for release by authorization from Sales Associate.

17. **Dispute Resolution:** The Parties shall endeavour to resolve any dispute or difference arising out of this Agreement. In case of any dispute not being resolved between the Parties, it shall be considered by the Management of DQS and their decision in respect of the dispute shall be final and binding on both the Parties. However this clause shall not deprive off the right of DQS India to approach the Court to seek any remedy for breach of the terms of this Agreement.

18. **Governing Law/Jurisdiction:** This Agreement shall be governed by the laws of India without reference to its choice of law principles. Any action related to this Agreement shall be filed in court having jurisdiction in Bangalore, India.

19. **Third Party Beneficiary:** Except as set forth below, no provisions of this Agreement shall in any way inure to the benefit of any third party, including the public at large. The Parties intend that no third party shall have any claim under this Agreement. Notwithstanding the above, DQS India's subsidiaries and affiliates shall be third-party beneficiaries under this Agreement and are entitled to all benefits due to DQS India.

20. **Notice:** Notices shall be in writing executed by an authorized person and delivered personally, by registered or certified mail, courier, or facsimile by email. Notice shall be deemed to have been delivered by

	Sales Associate Enablement Manual		
MANAGEMENT SYSTEMS SOLUTIONS			
Doc No.: DQS/ SA/ 14	Effective Date: 03 Aug 2015	Version:1.10	Page 21 of 25

facsimile upon confirmed receipt and, by mail or courier, upon the earlier of (i) receipt or (ii) five business (5) days after the notice is deposited in the mail or placed with the courier for delivery to a Party at the following address (or at such other address as that Party may designate in writing):

21. **No Waiver Clause:** Any failure by a Party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that provision.

22. **Ownership of Marks:** DQS India, its parent company or its affiliates are the owner's of DQS India's marks, including but not limited to the "DQS INDIA" mark and such other marks contemplated or used pursuant to this Agreement ("DQS Marks"). This Agreement does not grant any rights, authority, or license to Sales Associate or to any other person, other than those expressly mentioned in this agreement, to use or to authorize the use of DQS India's registered certification marks and Sales Associate shall not purport to authorize any third party's use of any of the DQS India Marks. Sales Associate shall use the words "Sales Associate of DQS INDIA" and use DQS INDIA Logo as shown below in the communications representing the Sales Associate to potential clients only with respect to the services covered under this agreement.



23. **Entirety of the Agreement:** This Agreement and any documents incorporated by reference including any Annexure constitutes the entire agreement and understanding between the Parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the Parties regarding the subjects of this Agreement. No terms or conditions on either Party's purchase order's, invoices or other business forms shall apply to any transaction under this Agreement. Any waiver, modification or amendment to this Agreement must be in writing and signed by both Parties.

24. **Severability of Provisions:** A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more of the provisions of this Agreement shall not invalidate the remaining provisions of this Agreement in any jurisdiction, nor shall such declaration have any effect on the validity or interpretation of this Agreement outside of that jurisdiction. The Parties shall endeavour to replace the invalid or unenforceable provision with a valid and enforceable provision, which most nearly gives effect to the original intent of the invalid/unenforceable provision.

25. **Binding upon Successors:** This Agreement shall be binding upon the successors and legal Consultant of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

For and on behalf of

Deutsch Quality Solutions (India) Private Limited

By:

Name : Dr. K. Murugan

Title : Managing Director & CEO



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 22 of 25

Annexure 1

Scope of Services:

- € Lead Creation
- € Quotation Preparation
- € Negotiation with customer
- € Deal Closure
- € Payment Collection
- € Scheduling
- € Planning
- € Delivery of Audit

Products:

ISO 9001, ISO 14001, OHSAS 18001, ISO 27001, IRIS, ISO 50001, ISO 13485

Services:

- Audits and Certification
- Trainings
- Non Certifications :
 - Benchmarking
 - Vendor Assessments
 - Special Assessments etc.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 23 of 25

Annexure 2

RP1 From

Date:**Submitter Name:*****Business Associate #:*****DQS Program** (existing program offerings only. Tick against the program selected)



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 24 of 25

Annexure 3

Conflict of Interest

You hereby acknowledge that

1. I will not use my position with Deutsch Quality Systems (Registered as Deutsch Quality Systems (India) Private Limited). for any personal gain in cash or Kind.
2. I will not accept any personal advantage from anyone under any circumstances which might reasonably be interpreted as an attempt to influence in the conduct of duty.
3. I also agree to inform the company promptly, if during my Contract with DQS India, I am assigned to perform any operations such as inspection, audit, review or similar services with a client or my immediate previous employer or other certification bodies.
4. I would not provide assistance to an organization that provides services in competition with DQS or its affiliates.
5. I, without DQS INDIA consent, would not work for any organization in any capacity, such as an employee, a consultant or as a member of its board of directors.
6. I would not commercially promote or market services in competition with DQS India.
7. I would not perform non-DQS INDIA (or its affiliates) work or solicit such business while working on DQS time.
8. I would not use DQS India assets, including equipment, telephones, materials, recourses or proprietary information for any outside work.
9. I would not make any political contribution as a representative of DQS India. I would not request reimbursement from DQS India for any personal contribution made to such activities.
10. Neither me nor any of my family members would solicit or accept money or gift from a client, business partner or supplier that could influence or could reasonably give the appearance of influencing DQS India's business relationship with that organization. If a gift is offered which is more than nominal value (Rs 1000) or which is not customarily offered to others, or money, or if either arrives residence or office, I would inform my superior/management immediately.
11. I do not have any business relationship or material or financial interest, either personally or through any one of my relatives, in DQS India, its affiliates or any entities dealing with them. If so, I will promptly inform the company and I agree that decision of the company shall be binding on me.



MANAGEMENT SYSTEMS SOLUTIONS

Sales Associate Enablement Manual

Doc No.: DQS/ SA/ 14

Effective Date: 03 Aug 2015

Version:1.10

Page 25 of 25

Code of Ethics

- a. The knowledge gained of DQS INDIA's business operations and that of its clients, shall be held by you as strictly confidential in nature. You shall not disclose to any person not specifically authorized by the Managing Director or an officer of DQS INDIA, either during or after contract of agreement with DQS INDIA, any information about the business activities of DQS INDIA, its clients or any company affiliated with DQS INDIA by ownership or written agreement for the performance of services. without the direct or written approval of the Managing Director, or an officer of DQS INDIA, or an authorized Communications Services Coordinator for DQS INDIA, you may not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise, relating to DQS INDIA, or any DQS INDIA affiliated companies.
- b. Any invention, development, process, discovery, formulae, plan, specification, program, design, process, adaptation or improvements in procedure or other matters or work including any artistic, literary, test procedures, safety standard or other work which can be the subject matter of a copyright, made, developed or discovered by an employee of DQS INDIA either alone or jointly with another person or persons while in the contract period or DQS INDIA, in connection with or in any way affecting or relating to the business of DQS INDIA, or an affiliated company, or capable of being used or adopted for use therein or in connection therewith shall forthwith be disclosed to DQS INDIA management and shall belong to and be the absolute property of DQS INDIA management and shall belong to and be the absolute property of DQS INDIA or an affiliated company. Upon termination of contract, you shall forthwith return to DQS INDIA management all the assets and property of DQS INDIA, documents, files, books, papers, memos, or any other property of DQS INDIA in the possession or under his/her control. Upon signing this Agreement, further agree to perform their assigned work duties with diligence, devotion and discretion and the Company reserves the right to hold you liable for gross negligence, which is cause for immediate discharge without advance notice. You are not authorized to disclose any of the companies; its employee, client's or vendor's information except to conduct assigned duties. You should not discuss such information outside of the company. This restriction applies even after employment with the company ends.
- c. The terms of this contract are strictly confidential between you and the DQS India and any breach of this confidence will be viewed as a serious violation of the Company policy and may result in immediate discharge for misconduct.