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*Welcome to The Thrival Company family – We are in our 18th year serving governments, private clients, and global corporations and proudly incorporated in the State of Texas. You can verify our legal financial status is in good standing to support you from the Texas Secretary of State Offices. We are also easily found on federal government verification websites and with the General Service Administration (GSA). Our website is* [*www.thrivalcompany.com*](http://www.thrivalcompany.com)

*Our goal is to bring transparency, integrity, and alacrity to the buying/selling market during the COVID-19 pandemic. We are a proud government contractor, auditor and private consultant to some of the most reputable names and organizations in the world.*

*Our goal is to keep it that way AND support you, the buying/selling client, the best experience possible in a very challenging buy/sell environment resulting in you receiving your products versus losing your money to fraudulent transactions. We employ a team of experts to vet financial, legal, and other critical information out early and fast in the buying/selling process to eliminate wasted time and failed orders during COVID-19.*

Therefore, this Memorandum of Understanding (MOU) is entered into by and between:

The Thrival Company, LLC – A Texas Corporation, its legal counsel and NCNDA signatory including brokers, sellers, and buyers and [INSERT YOUR ORGANIZATION NAME HERE]

**Purpose.** The purpose of this memorandum is to establish clear understanding between the role of the Thrival Company, LLC and its brokers/sellers/buyers and your organization.

**Due to the extensive fraud and mis-representation of our organization as well as others during the buying process, The Thrival Company, LLC will not (no exceptions), represent ANY buyer until this Memorandum of Understanding has been signed by ALL parties involved in the buying/selling transaction** with The Thrival Company, LLC and/or 3M and/or authorized sellers of 3M products (verified by SGS/lot numbers) and your organization, your legal representation, and any brokers/buyers/sellers your organization brings to this process.

**The Thrival Company, LLC Role in the Buy/Sell Process**

By signing this MOU, you are acknowledging the following regarding The Thrival Company’s role and requirements in the buying/selling process with 3M and other valid sellers of personal protective equipment (PPE).

**MEMORANDUM OF UNDERSTANDING PURCHASE OF PPE DURING COVID-19 (Page 2)**

 GENERAL TERMS:

* The Thrival Company, LLC is a consulting and auditing company representing clients in the buy/sell process to ensure that buyer and seller complete a successful, legal transaction for 3M and other PPE products.
* The Thrival Company, LLC is not a distributor, reseller, or agent of the 3M Company or any other supplier. We will not and cannot claim any legal authorization from 3M. Only 3M distributors and resellers can do that.
* The Thrival Company, LLC accepts no direct monies from any buyer. We only accept payment from a legal, traceable payment processes that can pass a 3rd party audit by the U.S. Government, Banking Institutions and our Supply Chain Contacts.
* Commissions to ALL PARTIES will be paid by a 3rd party agent authorized by 3M and/or seller as approved in split commission(s) agreement, signed by you the buyer and/or 3M and/or any 3rd party owners of SGS verified products for the PPE you are seeking. There will be no hidden monies or transactions on the purchase. We are 100% transparent to protect our company, you will be also if you expect to purchase from our supply chain.
* All transactions will be run through CDAX (<https://cdax.im/>) or the buyers legal and independently verified and 3M (or other supplier) approved funding process. NO EXCEPTIONS.
* All buyers, brokers, buyers’ representatives, and legal counsel will agree to be Know-Your-Customer (KYC) Validated to prevent financial crimes.
* KYC will be completed by an authorized financial institution to verify that the buying chain you, the buyer, is representing to The Thrival Company, LLC and/or 3M and/or legal sellers of PPE products is legal, non-fraudulent, and real validated funds to transact with 3M, legal sellers, and The Thrival Company, LLC.
* The Thrival Company’s role is to ensure you, the buyer, and the seller (PPE supplier) exchange legally compliant, verifiable information including verification of SGS and lot numbers before ANY funds are committed from the buyer to the seller. We protect you the buyer AND the seller from fraud.
* The Thrival Company, LLC cannot and will not receive or request any additional fees above and beyond the legal split commission agreement signed by you the buyer and the seller. We will not accept financial compensation for changing your priority or placing you above any other buyer/seller who work with us. We have a STRICT ‘no kick-backs’ policy. We value all clients equally and understand ALL of you need PPE.

**MEMORANDUM OF UNDERSTANDING PURCHASE OF PPE DURING COVID-19 (Page 3)**

COMMUNICATIONS ON STATUS OF LOI/POF/SGS/BOL:

We understand that you, the buyer, may engage legal counsel and/or brokers, buyers agents, and other personnel you pay directly for services that you are requesting we include in the buying/selling process and for our protection and yours, the following communications protocols are mandated between you, the buyer, the seller, and The Thrival Company.

* All legal communications of the status of your order will be provided in writing via email from The Thrival Company, LLC or its designated legal representative which we will clearly communicate IN WRITING to you if allowed.
	+ This includes (and is not limited to) the following communications:

		- Confirmation of initial intake meeting with The Thrival Company (mandatory – we will NOT place a LOI on behalf of any organization we have not directly communicated with AND received this signed MOU from)
		- Acceptance of your Letter of Intent (LOI) and Proof of Funds (POF) for Review by The Thrival Company to an authorized seller of PPE products.
		- Confirmation of Submittal of your LOI and POF to a seller (3M or others)
		- Confirmation of POF approval via KYC process with CDAX
		- Split Commission Agreements
		- Legal Paperwork Related to Buy/Sell
		- Status of Buy/Sell
		- SGS verification
		- LOT number verification
		- Funding verification
		- Order shipping information
		- Commission payment information
		- Any other communications which are legally binding and put The Thrival Company or the buyer/seller at risk.
* No verbal commitments or any other communication methods (WhatsApp, Text Message, Phone Calls, etc.) will constitute any legally binding information between the buyer and the seller and The Thrival Company.
* We will only communicate official, factual status and information via email.
* We DO NOT authorize any other party to provide you information about your status in the buy/sell process except in writing and clearly communicated to you the client. For example, we will authorize and clearly disclose any legal representatives that you can transact with UP FRONT - 3M, the seller, or any other party to ensure you receive the right information from the right authorized legal authority.

**MEMORANDUM OF UNDERSTANDING PURCHASE OF PPE DURING COVID-19 (Page 4)**

* This communication policy is for everyone’s protection and to eliminate misrepresentation of LOI/POF success or failure with 3M, 3M resellers, 3M distributors or other PPE providers and you being misled on the actual, factual status of your order.
* If you have not received the information in writing from The Thrival Company, LLC, you should assume it is non-validated communication and here-say and request validation from The Thrival Company or their designated legal/authorized representative.
* We will communicate legally binding information by email and in writing.
1. **The Buying and Selling Process with 3M and Legal Sellers of 3M**

Fraud, misrepresentation, fake orders, fake ownership of orders, fake SGS, lot numbers, and shell companies as well as buyers and sellers out of compliance with 3M policies are rampant and even the most experienced buyers and sellers have been duped.

FRAUD PREVENTION POLICIES OF THE THRIVAL COMPANY

* SGS and lot numbers can be created fraudulently. The Thrival Company WILL NOT accept old SGS as proof of possession of any order. It is an initial document only.
* The Thrival Company reserves the right to order SGS to be completed AGAIN for any suspect offers.
* The Thrival Company reserves the right to withdraw your LOI/POF if they seller fails to produce an SGS and ownership within 3 days of POF being accepted by buyer.
* The Thrival Company reserves the right to immediately cancel any order within 5 days of POF acceptance if SGS and lot numbers are not provided to you and The Thrival Company unless they provide you/us with a validated legal reason (i.e. SGS cannot complete in timeframe). We will notify you that we had to complete that action to protect you from a suspected fraudulent buy.

TIMEFRAMES FOR DELIVERIES AND 3M/SGS VERIFICATION

* Your POF will be verified by 3M or authorized third-party legal counsel and CDAX.
* It can take up to 7 business days from the submittal of your LOI/POF for that communication and authorization to occur.
* The Thrival Company will communicate to the best of data we are provided by 3M, other suppliers, legal counsel for sellers, etc. when they communication will occur.

**MEMORANDUM OF UNDERSTANDING PURCHASE OF PPE DURING COVID-19 (Page 5)**

* You will ensure your legal counsel is ready and expecting that communication. Please ensure your legal counsel of your attestation letter provide accurate phone numbers, emails, and other critical data to ensure the timely approval of your POF.
* The Thrival Company LLC will notify you IN WRITING of any pricing being proposed by seller.
* Only the seller (3M or other legal seller) will approve/communicate official legally binding pricing and delivery information and CIF, FOB, etc.

**STEPS TO A SUCCESSFUL BUY/SELL PROCESS**

1. PARTIES (OR THEIR LEGAL COUNSEL) SIGN THIS MOU AND THRIVAL NCNDA.
2. BUYER COMPLETES 30 MINUTE Q&A INTAKE WITH THRIVAL COMPANY OR THRIVAL COMPANY AUTHORIZED BUYER.
3. SUBMITTAL OF LOI/POF COMPLIANT TO 3M TEMPLATES PROVIDED BY THRIVAL.
4. PRODUCTION OFFER FROM 3M (PRODUCTION ORDERS) OR SELLER AND/OR CDAX VERIFICATION OF POF BY ATTORNEYS/CDAX/3M (SPOT ORDERS)
5. REQUEST OF SGS/LOT NUMBERS (3-5 DAY LIMIT SET TO PROVIDE IN SPOT ORDERS)
6. RECEIPT AND PROVISION OF SGS/LOT TO BUYER FOR APPROVAL OR RECEIPT OF OFFER FROM 3M FOR PRODUCTION/SPOT
7. ACCEPTANCE BY BUYER AND FUNDING TO CDAX (OR OTHER AUTHORIZED 3M PROCESS) PER KYC AND FINANCING TERMS AGREED TO BETWEEN SELLER/BUYER.
8. FUNDING OCCURS.
9. DELIVERY (CIF/FOB/ETC. SCHEDULED AND PROVIDED)
10. BOL OR OTHER SHIPPING INFORMATION
11. OWNERSHIP TRANSFER OF PRODUCT
12. PAYMENT OF FUNDS FROM 3RD PARTY FINANCIAL INSTITUTION IS AUTHORIZED. (ALL SPLIT COMMISSIONS, BUYER/SELLER ARE PAID FROM 3RD PARTY ACCOUNT. TRANSACTION COMPLETE.

**MEMORANDUM OF UNDERSTANDING PURCHASE OF PPE DURING COVID-19 (Page 6)**

## Confidentiality.

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the NCNDA Agreement.

This Memorandum of Understanding is the complete agreement between The Thrival Company LLC and [INSERT YOUR ORGANIZATION NAME] and may be amended only by written agreement signed by each of the parties involved.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the ORGANIZATION and include title and organization name.*

**THE THRIVAL COMPANY, LLC**

Authorized Official:

Signature Printed Name and Title Address:

Telephone(s):

E-Mail Address:

**[YOUR ORGANIZATION]**

Authorized Official:

Signature Printed Name and Title Address:

Telephone(s):

E-Mail Address: