

**AGREEMENT**

This agreement ("**Agreement**") is made on this 12 day of March, 2025 ("**Signing Date**") between,

**Big Tree Entertainment Private Limited**, a company incorporated under the Indian Companies Act, 1956 having its registered office located at Ground Floor, Wajeda House, Gulmohar Cross Road No. 7, Juhu Scheme, Mumbai 400049 (hereinafter referred to as "**Bigtree**", which expression shall unless repugnant to the context or meaning thereof be deemed to include a reference to its successors and permitted assigns);

And

Rahul, a incorporated under act having its registered office located at J 13, sarvoday nagar, Ghatlodiye, Surat (hereinafter referred to as "**Event Organizer**" which expression shall unless repugnant to the context or meaning thereof be deemed to include a reference to its successors and permitted assigns);

Bigtree and Event Organizer shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

**Recitals:**

- (A) The Event (as defined below) is the property of Event Organizer who shall organize the Event. Bigtree is engaged in the business of rendering ticket booking services through various voice and data channels which enable customers to reserve / book tickets to various entertainment events without accessing physical points of booking / sale of the tickets to such events.
- (B) The Parties are entering into this Agreement in order to record the terms and conditions based on which, Bigtree shall facilitate remote booking of tickets for the Event (as defined below) being organised by the Event Organizer and other matters in connection therewith.

**Now Therefore**, in consideration of the mutual promises and agreements of the Parties herein expressed, the Parties, intending to be legally bound, hereby agree as follows:

**1. Definitions**

The following capitalized words and expressions, whenever used in this Agreement, unless repugnant to the meaning or context thereof, shall have the respective meanings set forth below:

"**Confidential Information**" shall include, but is not limited to inventions, ideas, concepts, know- how, techniques, processes, designs, specifications, drawings, patterns, diagrams, flowcharts, data, Intellectual Property Rights, manufacturing techniques, computer software, methods, procedures, materials, operations, reports, studies, and all other technical and business information in oral, written, electronic, digital or physical form that is disclosed by either Party and its directors, employees, advisors and consultants and vice versa under this Agreement and any other agreements/documents and/or transactions contemplated between the Parties under this Agreement;

"**Customers**" shall mean the customers who have booked Tickets through a Platform;

"**Event**" shall mean [[All Events done by the organizer]at the Venue; "**Event Date**" shall mean [All dates of the event];

"**Intellectual Property Rights**" shall mean all rights and interests, vested or arising out of any industrial or intellectual property, whether protected at common law or under statute, which includes (without limitation) any rights and interests in formats of inventions, copyrights, designs, trademarks, trade-names, knowhow, business names, logos, processes, developments, licenses, trade secrets, goodwill, manufacturing techniques, specifications, patterns, drawings, computer software, technical information, research data, concepts, methods, procedures, designs and any other knowledge of any nature whatsoever throughout the world, and including all applications made for the aforesaid, rights to apply in future and any amendments/modifications, renewals, continuations and extensions in any state, country or jurisdiction and all other intellectual property rights whether available at this time and/or in future;

"**Losses**" means all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including all reasonable costs and expenses of attorneys and the defense, appeal and settlement of any and all suits, actions or proceedings instituted or threatened) and all costs of investigation in connection therewith;

"**Ticket**" shall mean a ticket or reservation (whether in physical or electronic form, as permitted under law) that allows the holder thereof access to the Event, on the Event Date, time and Venue identified in such ticket or reservation;

"**Venue**" shall mean [All venue at which event will take place].

**2. Appointment & Services**

- 2.1 Event Organizer hereby appoints Bigtree for providing the Services (as defined hereinafter). Bigtree hereby agrees and undertakes that it shall facilitate the online booking of Tickets through the Platforms (as defined hereinbelow); and It is clarified that:
- (a) Bigtree is a service provider offering booking of Tickets, and the sale of Tickets shall at all times be deemed concluded between the Event Organizer and the Customer. Accordingly, the Ticket issued to Customers shall be on behalf of the Event Organizer; and
  - (b) Bigtree is not responsible for booking of Tickets through any medium or at any location (such as the Venue or other any physical points of sale) other than the following platforms ("**Platforms**"):
    - i. websites owned or controlled by Bigtree (including "www.bookmyshow.com") accessible through computers or WAP or GPRS enabled mobile phones;
    - ii. mobile applications of Bigtree;
    - iii. any platforms owned and/or operated by third party(ies) associated with Bigtree; and
    - iv. any other booking medium that Bigtree may introduce in future.
- 2.2 The appointment of Bigtree is made hereunder on an exclusive basis. Accordingly, Event Organizer shall not (directly or indirectly) engage any person for providing services similar to the Services or facilitating booking / sales of Tickets through offline, online or other remote medium wherein the customer does not need to access any physical or offline point of sale to book or purchase a Ticket.

### **3. Responsibility of Event Organizer:**

#### **3.1 The Event Organizer shall:**

- (a) notify Bigtree of all discounts, schemes and benefits that it intends to offer in relation to Tickets at least 3 (three) days prior to such offer becoming effective and shall give an exclusive right to Bigtree to make the same offer to customers in respect of booking of Tickets through the Platforms;
- (b) obtain all necessary approvals, permissions, licenses, no-objections, clearances etc. from the relevant governmental authorities as may be required to hold the Event in accordance with law and for availing the Services, at its sole expense and cost and provide a copy of them to Bigtree at least 3 days before the Event;
- (c) comply with all laws applicable to the Event in all respects including all applicable COVID related protocols and guidelines as mandated by the central and state government and/or any local statutory body/authority;
- (d) immediately notify Bigtree, if it discontinues or modifies any aspects of the Event (including any services / facilities associated with the Event) and/or Facilities;
- (e) ensure the safety of Customers throughout the Event and undertake necessary measures and actions for such purpose and be solely responsible for any loss, damage or injury caused to Customers without any recourse to Bigtree;
- (f) promptly notify Bigtree of any delay, postponement or cancellation of the Event or any events, facts, circumstances or developments that may be reasonably likely to result in any delay, postponement or cancellation of the Event;
- (g) defend at its cost, any suit, claim or action brought against Bigtree in connection with the Services or the Event having regard to the expense and effort that the Event Organizer would have reasonably invested as if the said suit, claim or action has been brought against it;
- (h) it will provide such information as Bigtree reasonably requests and shall otherwise cooperate with Bigtree in order to give full effect to the provisions/terms of this Agreement;
- (i) engage the services of a reputed security agency to provide external physical security at the Venue on the Event Date;
- (j) reimburse the full cost and expense of any loss, damage or injury caused to property or personnel (whether owned or contracted) made available by Bigtree at the Venue, for the purpose of the Event.

- 3.2 Without prejudice to any rights of Bigtree, Event Organizer shall promptly notify Bigtree if it is unable to fulfil its obligations mentioned above, whether or not on account of reasons attributable to it.

### **4. Responsibility of Bigtree:**

Bigtree shall render the Services in a professional and competent manner.

### **5. Representations and Warranties of Parties:**

Each Party represents and warrants to the other that:

- 5.1 It is duly organized, validly constituted under the laws applicable to it and is in good standing and that it has full authority and necessary approvals as required under law, contract and its charter documents to enter into this Agreement and to perform its obligations hereunder according to the terms hereof; and
- 5.2 That execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorized by all necessary corporate or other action as may be required by it. This Agreement constitutes legal, valid, and binding obligation of such Party, enforceable against it in accordance with the terms hereof.
- 6. Consideration & Payment Terms**
- 6.1 Bigtree will charge a commission fee of 10% calculable on total Ticketing revenue as consideration towards provision of Services ("Commission Fee").
- 6.2 Bigtree is entitled to charge a booking fee to the Customers transacting on its Platforms.
- 6.3 The following terms shall be applicable to payments to be made under this Agreement:
- (a) Bigtree shall release all monies collected by it on account of booking of Tickets through the Platforms to Event Organizer on the date or within such time as mentioned in Schedule 2 of this Agreement post deduction of its Commission Fee.
- (b) Upon completion of the Event, the Bigtree shall raise an invoice on the Event Organizer for the amount of Consideration.
- 7. Material changes to the Event**
- 7.1 If due to any reason whatsoever (other than due a force majeure event) whether or not attributable to the Event Organizer, the Event is cancelled, not held at the time or venue originally publicized or delayed past the Event Date or if there is any material change to the Event that entitles customers to seek refunds for the Tickets booked through the Platforms, Bigtree shall charge an amount as mentioned in Schedule 2 of this Agreement as a cancellation charge ("**Cancellation Charge**") and is entitled to process refunds to the Customers.
- 7.2 In the event any refund of the Ticket price and any other costs ("**Refund Amount**") are required to be processed by Bigtree where Ticketing revenue has already been remitted to Event Organizer, the Event Organizer shall remit to Bigtree an amount equivalent to the Refund Amount within 7 (seven) days of being notified by Bigtree in this regard. In the event that the Event Organizer fails to refund the Refund Amount to Bigtree within such 7 (seven) days period, then without prejudice to its other rights, Bigtree shall be entitled to adjust the same against all amounts pending release to the Event Organizer under this Agreement, if any. Event Manager shall reimburse Bigtree for Refund Amount including any costs, damages, losses and/or claim amounts that arise on Bigtree from such refunds
- 7.3 It is hereby clarified that the Platforms are only a medium through which the Event Organizer has chosen to promote the Event and any dispute or claim of the customers regarding the organisation of the Event shall be resolved directly by the Event Organizer, with the customers, without any reference to Bigtree, except for the purpose of processing any refunds to customers who have made bookings using a Platform provided that the Event Organizer shall have reimbursed to Bigtree the relevant amount to be refunded in advance.
- All Customer grievances in respect of the organization of the Event shall be duly resolved by the Event Organizer within 72 hours from the intimation of such grievance(s) by Bigtree, failing which Bigtree has the option to refund the aggrieved Customer at its sole discretion, without any liability towards the Event Organizer.
- 8. Limitation of Liability of Bigtree**
- In no event shall Bigtree, nor any employee, officer, affiliate, director, shareholder, agent or sub-contractor acting on behalf of Bigtree be liable to any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of the performance of this Agreement, including, but not limited to, damages resulting from or arising out of the omissions, interruptions, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmissions by third parties, resulting in any failure of the performance of Bigtree. Bigtree shall have no liability whatsoever to or any third party in any circumstances. Event Organizer shall be solely responsible for the accuracy of all information relating to the Event including validity of the Ticket prices and any other charges and/or other information relating to the Services. Other than as expressly provided in this Agreement, Bigtree shall not be responsible for any delivery, after-sales service, payment, invoicing or collection, Customer enquiries (not limited to sales enquiries), technical support maintenance services and/or any other obligations relating to or in respect of the Services unless it is directly related to the Services. Such services shall be the sole responsibility of the Event Organizer and the Event Organizer shall bear any and all expenses and/or costs relating thereto.
- 9. Intellectual Property Rights**
- 9.1 Subject to Clause 9.2 below, each Party agrees and acknowledges that all the copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("**Intellectual Property**") of each Party while conducting the business contemplated under this Agreement shall always belong to such respective Party.

- 9.2 A Party shall be permitted to display the name and / or trademark of the other Party solely on advertisements, promotional material or collaterals relating to the Event issued by or on its behalf the Party and for no other purpose. In respect of Bigtree's proprietary marks, Event Manger shall obtain prior written permission to use Bigtree's display the name and / or trademark and shall only utilise approved logos.
- 9.3 Each Party agrees that it shall not do or commit any acts of commission or omission, which would impair and/or adversely affect the other Party's rights, ownership and title in its Intellectual Property or the reputation / goodwill attached to its trademarks, trade names and corporate name.
- 9.4 Nothing stated herein shall constitute an agreement to transfer, assign or license or to grant any Intellectual Property of any Party to the other Party. Neither Party shall use the Intellectual Property of the other Party other than in accordance with Clause 9.2, without the prior written consent of the other Party.

#### **10. Term and Breach of Agreement and Termination**

- 10.1 Unless extended mutually in writing by the Parties, this Agreement shall be valid for the period mentioned in Schedule 2 of this Agreement or until completion of payment obligations of both the Parties, whichever is later ("**Term**").
- 10.2 A Party may terminate this Agreement immediately by notice, if despite notice of breach from the non-defaulting Party, the defaulting Party has not cured the breach within a period of 10 (ten) days of being notified of the breach as aforesaid.
- 10.3 Bigtree may terminate this Agreement without notice and without any liability at any time in case of any damage and/or threatened damage to its goodwill and/or business reputation by Event Manager. Additionally, Bigtree has a right to de-list the Event at any time for any reason whatsoever without incurring any liability.
- 10.4 Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) days' prior written notice.
- 10.5 Upon receipt of a termination notice from the Event Organizer, Bigtree shall be entitled to immediately de-list the Event and discontinue the display of advertisements relating to the Event displayed on its Platforms, if any.
- 10.6 Termination of this Agreement shall be without prejudice to any rights accrued by Parties prior to termination hereof.

#### **11. Breakdown of Platforms**

Any delay or failure in the performance by Bigtree under this Agreement shall be excused and shall be without liability if and to the extent caused by a technical or other failure of any of the Platforms for reasons that are beyond the reasonable anticipation or control of Bigtree, despite Bigtree's reasonable efforts to prevent, avoid, delay or mitigate the effect of such occurrence.

#### **12. Indemnity and Liability**

- 12.1 Each Party agrees to indemnify and hold harmless the other for any losses caused / suffered to such other due to any breach of the representations, warranties and covenants of such Party. No Party shall be liable for any losses of the other Party that are indirect or remote.
- 12.2 This Clause 12 shall survive and continue even after the termination of this Agreement.

#### **13. Confidentiality**

In connection with this Agreement, the Parties may exchange proprietary / confidential information / Intellectual Property (the "**Confidential Information**"). Each Party agrees that during the Term of this Agreement it will: (i) only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively "**Representatives**") on a need to know basis, provided, the receiving Party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any person other than as permitted under (i), without the prior written consent of the disclosing Party. Provided that the aforesaid shall not be applicable and shall impose no obligation on a Party with respect to any portion of Confidential Information which was either at the time received or which thereafter becomes, through no act or failure on the part of such Party, generally known or available to the public; and/or has been disclosed pursuant to the requirements of any statute/ law or a court/ tribunal order. There shall be no deemed disclosure of any customer data collected by Bigtree or in the possession of Bigtree in any manner whatsoever.

This Clause 13 shall survive and continue even after the termination of this Agreement

**14. Force Majeure**

Neither Party will be liable for failure to perform the obligations directly as a consequence of an unforeseeable event which is beyond the reasonable control of the affected Party, such as an act of God, natural disasters, riots, warfare, change in law, administrative or executive order, judicial order, government restrictions, lock downs, change in law and any event of like nature, outbreak of disease including but not limited to epidemic, pandemic and which essentially suspends the performance of the Agreement ("Force Majeure").

In the event a Force Majeure scenario shall continue unabated for a period of 30 days, the Party suffering such Force Majeure event hereto shall have the right to terminate this Agreement by furnishing written notice to the other with immediate effect, OR, the Parties may mutually decide to extend the Agreement on mutually agreed terms

**15. Taxes**

Each Party shall be responsible for payment of its respective income tax(es) or other applicable tax(es), including and not restricting Goods Service Tax ("GST")\*, if applicable, to the extent based upon income derived from performance of this Agreement and as per the applicable tax laws. In case Party is under an obligation to deduct tax at source and/or any levy/tax, the deducting Party shall issue a requisite certificate to the other Party evidencing such deduction of tax.

As per GST regulations, Bigtree shall collect tax at source (TCS) on the monthly value of supplies made through the Platforms from the date to be notified by the Government. In case the input tax credit including credit of TCS as mentioned, is not allowed to Event Organizer due to its non-provision of the correct details to Bigtree or due to own non-compliance, Bigtree shall not be responsible for such non allowance to Event Organizer. Event Organizer shall be required to provide the relevant GST registration numbers or any other relevant information that may be required in this relation.

\*For the purpose of this agreement, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST')/Union Territories Goods and Service Tax ('UTGST'), Integrated Goods and Services Tax ('IGST') , Cess and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.

In case the tax authorities try to recover from Bigtree any sum including but not restricted to tax, interest, penalty etc. due to any non-compliance by Event Organizer with respect to sale of Tickets through Bigtree, Bigtree holds right to deduct an amount equivalent to the demand from the payments to be made to Event Organizer. In case there are no payments to be made by Bigtree, Event Organizer shall immediately reimburse to Bigtree the demand amounts (including associated litigation cost) if any upon notification by Bigtree.

**16. Governing Law and Dispute Resolution**

The terms of this Agreement shall be construed and interpreted in accordance with the laws of India.

Any disputes arising out of or in connection with this Agreement, during its subsistence and after its termination in any manner whatsoever, including the validity of this Agreement shall be referred to arbitration of a sole arbitrator mutually appointed by the Parties hereto. The Arbitration proceedings shall be conducted in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai and the language of Arbitration shall be English. All fees and costs associated with the arbitral proceedings shall be borne by the Parties equally.

The Parties hereby agree that the courts of Mumbai shall have exclusive jurisdiction to enforce the arbitral award.

**17. Binding Effect**

Notwithstanding anything contained herein, this Agreement shall be legally binding on the Parties and shall be enforceable against them.

**18. Amendments**

Subject to the terms of this Agreement, no modification of this Agreement shall be binding upon the Parties unless the same is in writing and signed by an authorised representative of each Party. Part performance shall not be deemed a waiver of this requirement.

**19. Counterparts**

This Agreement may consist of more than 1 (one) copy, each signed by the Parties to the Agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed is the Signing Date.

**20. Severability**

If any provision or part thereof of this Agreement shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this Agreement shall be given effect to as if such provision or part thereof does not exist in this Agreement. The Parties agree that such an event shall not in any manner affect the validity and the enforceability of the rest of the Agreement. No delay or omission by Bigtree in enforcing or performing any of the terms or conditions of this Agreement shall be construed as or constitute a waiver of obligations of Evet Manager under this Agreement.

**21. Entire Understanding and Set Off**

This Agreement contains the entire arrangement, agreement and understanding of the Parties that relates to the subject matter. If any cost, loss, damage, expense, liability, claim, monies or obligation is incurred/fulfilled by Bigtree on behalf of the Event Organizer, Bigtree shall have the right, and in addition to any other actions permitted by law, to offset the amount of any such cost, loss, damage, expense, liability, obligation or claim or monies against amounts due from Event Organizer to Bigtree, including the right to offset any payment due from the Event Organizer to Bigtree under this Agreement or any other agreement. This Agreement shall supersede all prior agreements executed between the Parties.

IN WITNESS WHEREOF the authorized representative of the parties hereto have set their respective hands on these presents on the date, month and year first hereinabove written.

For Big Tree Entertainment Pvt. Ltd

For Rahul

**Authorised Signatory**

**Date:**

**Authorised Signatory**

**Date: 12 - March - 2025**

**SCHEDULE 1  
PARTICULARS OF THE EVENT ORGANIZER**

**(1) Event Organizer**

- (a) Name of company/proprietor/individual: Rahul
- (b) Type of company:
- (c) Registered office address: J 13, sarvoday nagar, Ghatlodiye, Surat
- (d) Name of the authorized signatory: Rahul Chiluka

**Details of:**

- (a) GST number :
- (b) PAN Number: CHVOC4603F
- (c) Bank Account Details: Chiluka Rahul, Federal Bank Ltd., 55550106301193, FDRL0005555,

**Schedule 2  
Commercial Arrangement**

- 1. Term (Subject to Clause 10 of the Agreement): 12 months or until completion of payment obligations of both Parties, whichever is later**
- 2. Cancellation Charge(As per Clause 7.1 of Agreement if applicable): NA**
- 3. Payment Terms: 10% Commission**
- 4. Notices:**

Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in any of the following modes of communication, these being: deliveries in person, or email (in PDF format) and properly addressed as follows:

In the case of notices to Bigtree, to:

Attention: Anil Makhija

E mail: anil.makhija@bookmyshow.com

Address: Ground Floor, Wajeda House, Gulmohar Cross Road No. 7, Juhu Scheme, Mumbai 400049

In the case of notices to Event Organizer, to:

Attention:[Rahul]

E mail: [rahulchiluka77@gmail.com]

Address: [J 13, sarvoday nagar, Ghatlodiye, Surat]

- 5. Exclusivity (if applicable as per Clause 2.2 of Agreement): Yes/No**