

THE REPUBLIC OF UGANDA

IN THE MATTER OF THE CONTRACTS ACT 2010

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made at Kampala on the..... day of.....2023 **BETWEEN**

QRISCORP (U) LTD. of plot 1645 Bukoto Ntinda Road, Kampala Uganda. Tel: +256-0704740714. Email: qriscorp@gmail.com (hereafter called "**the 1st party**") of the one part,

AND

..... of C/o
(Hereinafter called "**2nd Party**") of the other part.

Whereas the **1st Party** is a company in the business of events management, marketing and sales in Africa trading as/ under "**LYXA EVENTS PROJECT**" and is seeking to provide services to the **2nd party**,

AND

Whereas the **2nd Party** is an entertainment center/ event creator or organizer in the business of entertainment and is in need of the 1st party services.

Both parties hereby agree that the **2nd party** shall engage the **1st party** for purposes of events management and marketing of its services and products subject to the terms set out herein.

Both parties acknowledge that this is a general MoU intended to create and establish a business relationship between them and therefore does not contain specific instructions for assignments. The **2nd party** shall (in a separate document) issue specific instructions for assignments, out puts and remuneration.

IT IS AGREED AS FOLLOWS:

1. The **1st party** shall undertake marketing activities for all events and activities of the **2nd party** as instructed. The instructions shall be set out in writing and shall specify the activity plans procedures and processes and expected outputs to be followed and payments for the services rendered.

2. In the course of its activities, the **1st party** shall use its online platforms and any other media to perform its duties. The **2nd party** shall get access to the online platforms for purposes of tracking the activities of the **1st party**.
3. The **2nd party** hereby grants the 1st party intellectual property rights over the trademarks, artwork and designs, image rights and any other information obtained by the **1st party** from the **2nd party**. The **2nd party** undertake to indemnify the 1st party for any 3rd party claims that may arise from the use of the said information. The **1st party** shall only use the works aforementioned only for purposes of executing the assignments envisaged in the MoU.
4. Both parties agree that the data collected from the users of the said online platforms shall remain property of the **1st party**. The **1st party** shall ensure that it seeks consent from the data owners before collection and shall ensure that the said data is protected in accordance with the law. The **2nd party** may however seek authority from the **1st party** to access the said data.
5. Both parties shall ensure that they maintain accurate books of accounts and other records to be used in the event of any reconciliations needed.
6. The 1st party shall permit the 2nd party to advertise on its (1st party) online platforms. Similarly, the 2nd party shall permit the 1st party to advertise at its (2nd party) premises and its online platforms. Both parties may jointly advertise its services.
7. In case of a paid event where 1st party is using 2nd party to sell the tickets, 2nd party will be entitled to an agreed percentage ofof the ticket sales done through the platforms.
8. Either party undertakes to indemnify the other party for any damage, losses or claims occasioned as a result of the activities of either party's staff or agents. The 2nd party shall indemnify the 1st party in case of any 3rd party claims occasioned as a result of the actions or omissions of the 2nd party, its staff or agents.

9. Any conflicts between the parties shall be resolved through arbitration after an attempt to amicably resolve the conflict.

SIGNED at Kampala on the date herein first mentioned by

QRISCORP (U) LTD (1st Party) represented by;

NAME

SIGNATURE

Managing Director

In the presence of

Operations Manager

SIGNED by(2nd party) Represented by:

Manager

In the presence of;

Witness

Drawn and filed by
Blair & Co. Advocates
Plot 96 A Bukoto Street,
3rd Floor Ruthent Building,
P.O. Box 12768
KAMPALA