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**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (“**MOU**”) is made on this [●] day of [●] (“**28.12.2018**”) between,

**PondicheerryEvents.com** website is the sole proprietor owned by **Mr.Karthikeyan** and it is acting at #26, Pavendhar Street, Mariyamman Nagar, Pondicherry 605004.

AND

**“Le Fetards 2019”** organized by under the name of **St James Court** and which is owned by **Mr.Antony** and its is acting at ECR Road, Opp. Pondicherry Engg. College, Chinna Kalapet, Puducherry, 605014

Pondicherryevents.com and Event Manager shall here in after be individually referred to as a “**Party**” and collectively as the “**Parties**”.

**Recitals**:

The Event (as defined below) is the property of **St James Court.**

1. Event Manager has been appointed to organize the Event. Pondicherryevents.com 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.
2. The Parties are entering into this MOU in order to record the terms and conditions based on which, Pondicherryevents.com shall facilitate remote booking of tickets for the Event (as defined below) being organized by the Event Manager 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 MOU, 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,

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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 MOU and any other agreements/documents and/or transactions contemplated between the Parties under this MOU;

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

“**Event**” shall mean [**Le Fetards 2019]**;

“**Event Date**” shall mean **[31th Dec 2018, Monday at 7 PM]**;

“**Event Venue**” shall mean **[St. James Court Beach Resort]**;

“**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;

1. **Appointment & Services**
2. Event Manager hereby appoints Pondicherryevents.com for providing the Services (as defined hereinafter). Pondicherryevents.com hereby agrees and undertakes that it shall(a) facilitate the booking of Tickets through the Platforms (as defined herein below); and It is clarified that:

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* 1. Pondicherryevents.com is a service provider and the sale of Tickets shall at all times be concluded between the Event Manager and the Customer. Accordingly, the Ticket issued to Customers shall be on behalf of the Event Manager; and
  2. Pondicherryevents.com is not responsible for booking or sale 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**”):

1. [The appointment of Pondicherryevents.com is made hereunder on an exclusive basis. Accordingly, Event Manager shall not (directly or indirectly)engage any person for providing services similar to the Services or facilitating booking / sales of Tickets through any 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.]
2. **Responsibility of Event Manager:**
3. The Event Manager shall:
   1. 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 availing the Services, at its sole expense and cost;
   2. comply with all laws applicable to the Event in all respects;
   3. immediately notify Pondicherryevents.com, if it discontinues or modifies any aspects of the Event (including any services / facilities associated with the Event) and/or Facilities;
   4. 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 Pondicherryevents.com;
   5. promptly notify Pondicherryevents.com 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;
   6. defend at its cost, any suit, claim or action brought against Pondicherryevents.com in connection with the Services or the Event having regard to the expense and effort that the Event Manager would have reasonably invested as if the said suit, claim or action has been brought against it;

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* 1. it will provide such information as Pondicherryevents.com reasonably requests and shall otherwise cooperate with Pondicherryevents.com in order to give full effect to the provisions/terms of this MOU;
  2. [engage the services of a reputed security agency to provide external physical security at the Venue on the Event Date];
  3. [Reimburse the full cost and expense of any loss, damage or injury caused to property or personnel (whether owned or contracted) made available by Pondicherryevents.com at the Venue, for the purpose of the Event.]

1. Without prejudice to any rights of Pondicherryevents.com, Event Manager shall promptly notify Pondicherryevents.com if it is unable to fulfil its obligations mentioned under Clauses 4(i)(b), (c) and/or (e), whether or not on account of reasons attributable to it.
2. **Responsibility of Pondicherryevents.com:**

Pondicherryevents.com shall:

* 1. render the Services in a professional and competent manner;
  2. provide such information as Event Manager reasonably requests and shall otherwise cooperate with Event Manager in order to give full effect to the provisions/terms of this MOU;

1. **Representations and Warranties of Parties:**

Each Party represents and warrants to the other that:

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 MOU and to perform its obligations hereunder according to the terms hereof; and

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1. That execution and delivery of this MOU and the performance by it of its obligations under this MOU have been duly and validly authorized by all necessary corporate or other action as may be required by it. This MOU constitutes legal, valid, and binding obligation of such Party, enforceable against it in accordance with the terms hereof.
2. **Consideration & Payment Terms**
3. The consideration receivable by Pondicherryevents.com for the Services is as follows:
   1. [The Event Manager shall pay Pondicherryevents.com an amount as mentioned in Schedule 2 of this MOU as consideration for the deployment of Pondicherryevents.com Personnel (“**Deployment Consideration**”)].
   2. Pondicherryevents.com will charge an amount or percentage as specified in Schedule 2 of this MOU of the total value of Tickets after deduction of entertainment tax as payable under Applicable Law, as commission on the Tickets booked through the Platforms (“**Commission Fee**”);

[The above commercials are exclusive of applicable service tax.]

1. The following terms shall be applicable to payments to be made under this MOU:
   1. Prior to commencement of the Services, the Event Manager shall pay to Pondicherryevents.com an amount as specified in Schedule 2 of this MOU as an advance payment for the Services (“**Advance Amount**”) which it shall retain till completion of the Event. The Advance Amount shall not be adjusted against any billing and subject to Clause 10 below, the Advance Amount shall be refunded (without interest) by Pondicherryevents.com to the Event Manager within 7 (seven) days after the Event Date.
   2. Pondicherryevents.com shall release all monies collected by it on account of booking of Tickets through the Platforms to the Event Manager on the date or within such time as mentioned in Schedule 2 of this MOU net of Commission Fee and Deployment Consideration.
2. **Cancellation of Event**
3. If due to any reason whatsoever (other than due a force majeure event) whether or not attributable to the Event Manager, 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, Pondicherryevents.com shall forfeit the Advance Amount as a cancellation charge (“**Cancellation Charge**”).

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OR

If due to any reason whatsoever (other than due a force majeure event) whether or not attributable to the Event Manager, 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, Pondicherryevents.com shall charge an amount as mentioned in Schedule 2 of this MOU as a cancellation charge (“**Cancellation Charge**”).

1. In the event any refund of the Ticket price and any other costs (such as courier charges of pre-paid by Customers)(“**Refund Amount**”) are required to be processed by Pondicherryevents.com, the Event Manager shall remit to Pondicherryevents.com an amount equivalent to the Refund Amount within 7 (seven) days of being notified by Pondicherryevents.com in this regard. In the event that the Event Manager fails to refund the Refund Amount to Pondicherryevents.com within such 7 (seven) days period, then without prejudice to its other rights, Pondicherryevents.com shall be entitled to adjust the same against the Advance Amount and amounts pending release to the Event Manager under Clause 9.2(ii), if any.
2. **Limitation of Liability of Pondicherryevents.com**

In no event shall Pondicherryevents.com, nor any employee, officer, affiliate, director, shareholder, agent or sub-contractor acting on behalf of Pondicherryevents.com 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 MOU, 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 Pondicherryevents.com. Pondicherryevents.com shall have no liability whatsoever to or any third party in any circumstances. Event Manager 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 MOU, Pondicherryevents.com 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 Manager and the Event Manager shall bear any and all expenses and/or costs relating thereto.

1. **Intellectual Property Rights**
2. 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 MOU shall always belong to such respective Party.

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1. 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.
2. 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.
3. 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 6.2, without the prior written consent of the other Party.
4. **Term and Breach of MOU and Termination**
5. Unless extended mutually in writing by the Parties, this MOU shall be valid for the period mentioned in Schedule 2 of this MOU (“**Term**”).
6. A Party may terminate this MOU 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.
7. Upon receipt of a termination notice from the Event Manager, Pondicherryevents.com shall be entitled to immediately discontinue the display of advertisements relating to the Event displayed on its Platforms, if any.
8. Termination of this MOU shall be without prejudice to any rights accrued by Parties prior to termination hereof.
9. **Breakdown of Platforms**

Any delay or failure in the performance by Pondicherryevents.com under this MOU 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 Pondicherryevents.com, despite Pondicherryevents.com’s reasonable efforts to prevent, avoid, delay or mitigate the effect of such occurrence.

1. **Indemnity and Liability**
2. It is hereby clarified that the Platforms are only a medium through which the Event Manager has chosen to promote the Event and any dispute or claim of the customers regarding the organization of the Event shall be resolved directly by the Event Manager, with the customers, without any reference to Pondicherryevents.com, [except for the purpose of processing any refunds to customers who have made bookings using a Platform provided that the Event Manager shall have reimbursed to Pondicherryevents.com the relevant amount to be refunded in advance] .
3. In the event any suit, claim or action is brought against Pondicherryevents.com in connection with the Event, such suit, claim or action shall be defended by the Event Manager at its cost having regard to the cost and effort that the Event Manager would have reasonably invested as if the said suit, claim or action had been brought against it.
4. 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.
5. This Clause 12 shall survive and continue even after the termination of this MOU.
6. **Confidentiality**

In connection with this MOU, the Parties may exchange proprietary / confidential information / Intellectual Property (the “**Confidential Information**”). Each Party agrees that during the Term of this MOU 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. All customer data collected by Pondicherryevents.com or in the possession of Pondicherryevents.com shall be the exclusive property of Pondicherryevents.com and Event Manager shall not claim any right, title, interest whatsoever over such property.

1. This Clause 13 shall survive and continue even after the termination of this MOU
2. **Governing Law and Dispute Resolution**
3. The provisions of this MOU shall be governed by, and construed in accordance with the applicable Indian laws. Further, subject to Clause 14.2, the Courts at Mumbai shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this MOU.
4. All disputes arising under this MOU shall be referred to arbitration which shall be governed by the Arbitration and Conciliation Act, 1956. The arbitration shall be conducted by a sole arbitrator and the seat of arbitration shall be Mumbai. The language of arbitration shall be English.
5. **Binding Effect**

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

1. **Amendments**

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

1. **Counterparts**

This MOU may consist of more than 1 (one) copy, each signed by the Parties to the MOU. 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.

1. **Severability**

If any provision or part thereof of this MOU shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this MOU shall be given effect to as if such provision or part thereof does not exist in this MOU. The Parties agree that such an event shall not in any manner affect the validity and the enforceability of the rest of the MOU.

1. **Entire Understanding and Set Off**

This MOU contains the entire arrangement, agreement and understanding of the Parties that relates to the subject matter. Except as specifically contemplated hereunder, no Party shall be entitled to set-off any amounts payable by it to the other Party under this MOU against any amount payable by the other Party to it under any other arrangement between them or vice versa.

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** Pondicherryevents.com **For** St James Court

**Authorized Signatory** **Authorized Signatory**

**Date:** **Date:**

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**SCHEDULE 1**

**PARTICULARS OF THE EVENT MANAGER**

1. If a company
2. Name of company:
3. Type of company:
4. Registered office address :
5. Name of the authorized signatory:
6. If a sole proprietorship
   1. Name of proprietorship firm:
   2. Name and age of proprietor:
   3. Citizenship and residency status of proprietor:
   4. Address of principal place of business:
7. If an individual
   1. Name and age of individual:
   2. Citizenship and residency status:
   3. Residential address:
8. If a partnership / Limited Liability Partnership
   1. Name of partnership firm / LLP:
   2. Address of the registered office / principal place of business:
   3. Name of authorized partner:

Details of:

1. PAN Number
2. Bank Account Details

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**Schedule 2**

**Commercial Arrangement**

**1. Term (Subject to Clause 10 of the MOU):**

**Commission Fee (Subject to Clause 6 of the MOU):**

Overall 5% will be charged to **COUNT DOWN 2018** Event on the total sales through www.Pondicherryevents.com

No convenience charge will be charged to the end user for every ticket bought online.

1. **Deployment Consideration (Subject to Clause 6.1(a) of MOU if applicable):**
2. **Cancellation Charge(As per Clause 7.1 of MOU if applicable):NA**
3. **Notices:**

Any notices, requests, demands or other communication required or permitted to be given under this MOU 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 Pondicherryevents.com,

To : Karthikeyan Subramanian

Phone: 9940970911

E mail: info@pondicherryevents.com

Address: #26, Pavendhar Street, Mariyamman Nagar

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