

# Memorandum of Understanding

The Mutual Partnership agreement is entered into as of 20/06/2020 between **Big Smoke Comedy** and **Aura Strategic Solutions**, a talent harnessing Community in Eastern India, for the purposes of defining and restricting the dissemination of Confidential Information and Trade Secrets relating to "The BandWagon"

This Agreement furthermore signifies the Partnership between Big Smoke Comedy and Aura Strategic Solutions for the minimum span of the Run of the Project for 12 months, within which if any party wishes to quit the project, will be liable to finish up any pending activities and transfer any knowledgeable information required for the further movement of this project.

Tenure of the MOU is valid 12 months from the date of till , this MOU is amendable or editable or could be reinitiated depending on the status of the project on mutual decision of the individual parties only after the completion of this tenure.

For purposes of this Agreement, the "Confidential information" of Disclosing Party shall mean any valuable, sensitive financial data and other information including, but not limited to, (a) matters of an artistic nature including, but not limited to, artists, concepts and properties intended for development and/or production and (b) matters of the running project throughout the span of the Project or even afterwards.

This Agreement furthermore signifies that all relevant information related to "The BandWagon" will be shared in mutual confidence including the creator's data as well as the Partner Pool data (cafes, pubs, bars, restaurants, eateries etc.)

Aura & Big Smoke will be entitled to utilize the partner venues for events under mutual banner all across the expansion of the BandWagon Map. Promotion of material and manpower will be distributed based on activity processing.

Furthermore Aura and Big Smoke will be looking forward to the growth and development of "The BandWagon" with equal effort and mobility and be always present for mutual assistance.

The Functional Buckets of "The Bandwagon UK "and all its operational activities will be the sole responsibility of Big Smoke Comedy.

Talent Harnessing and acquired mentoring with opportunity procurement has to be looked forward by both Communities.

There should be full disclosure and clarity among both parties regarding (a) The running of operations of "The BandWagon" (b) The financial resources generated and their utilization path.

Both parties cannot indulge in any activities relating to "The BandWagon" without mutual consent.

Both the party can carry out any other projects or activity simultaneously along with this project and will not be liable to answer or show any statistics as long as the project is directly not affecting the process flow of the said project.

In the Event that any of the parties withdraw from the Project before the above mentioned date then also data privacy should be maintained and the transfer of all property on ground and virtual will be going to the other party.

In light of the Breach of this Agreement, then the party at fault will take all action reasonably necessary to protect the confidentiality of the confidential information and trade secrets, and hereby agrees to indemnify, hold harmless and defend the other party from and against any and all claims or expenses, including, without limitation, reasonable attorney's fees and costs, incurred or suffered by the other party as a result of the breaching party's actions.

None of the parties can raise any funds or take financial assistance from an external entity in the name 'The BandWagon' without taking consent from each other.

This project cannot be stopped or scrapped without a prior notice of at least one month to all the stakeholders in this project.

The content generated by the creators for the purpose of BandWagon can be used solely for the purpose of this project during the course of the project and even after the completion of the project.

Any cost incurred for this project in the due course of expansion has to be beard by both the parties on their end by utilizing the revenue generated from the project.

Branding of both the parties has to be done in all the probable sectors equally by both the parties. Eventually each other need to achieve the target of attaining visibility in the partner venues added in the partner directory.

If both parties are in agreement with the above mentioned terms then we can proceed with the next steps related to this proposal and officially announce our partnership on our individual platforms.

None of the parties can initiate same or similar kind of project individually or with any other entities within the tenure of the project or even after completion of the project for the tenure of 1 year after completion.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on the dates set forth below with effect as of the dates set forth above.

By: [Brooke Hoerr / Big Smoke Comedy](#)

Its:

Date: [20/06/2020](#)

By: Aura Strategic Solutions

Its: *Ritban Bandyopadhyay*

Date: 20/06/2020