

## MEMORANDUM OF UNDERSTANDING (MOU)

Between VCHASE PRIVATE LIMITED ("Platform") and  
\_\_\_\_\_  
("Consultant")

Effective Date: \_\_\_\_\_

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### 1. PURPOSE AND CONSULTANT ROLE

This MOU defines the framework under which the Consultant will act as an independent representative of the Platform to identify, onboard, and facilitate the participation of potential **Organisers** and **Sponsors** onto the VChase Platform. The Consultant acts strictly as an **independent contractor** and is not an employee, partner, or joint venture of VChase.

### 2. SCOPE OF ENGAGEMENT

The Consultant's primary responsibilities include:

- **Organiser Onboarding:** Identifying and introducing reputable event Organisers to the Platform.
- **Sponsor Acquisition:** Identifying and introducing potential corporate Sponsors to the Platform.
- **Relationship Management:** Maintaining the initial relationship until the Organizer/Sponsor is fully onboarded and active on the Platform.
- **Platform Integrity:** Representing the Platform truthfully and professionally, adhering to all VChase branding and communication guidelines.

### 3. REGISTRATION AND VALIDATION

- **Registration:** The Consultant must register all prospective Organisers/Sponsors with the Platform via a documented method (e.g., VChase CRM or specific form).
- **Validation Period:** A referred lead is considered "valid" for a period of **12 months** from the date of registration. If the Platform has already engaged with the lead in the past six months, the referral may be disqualified.
- **Exclusivity:** The Platform retains the right to directly manage and service any leads once they are successfully onboarded.

### 4. COMMISSION AND COMPENSATION STRUCTURE

The Consultant will be compensated based on successful, closed transactions facilitated by their referrals:

Category	Definition	Commission Rate (X)	Payout Trigger
<b>A. Organiser Commission</b>	Percentage of the <b>Platform's Commission</b> earned from the Organiser's successful sponsorship deal.	<b>Y%</b> of the Platform's net fee (excluding taxes).	Within 30 days of VChase receiving the commission.
<b>B. Sponsor Commission</b>	<b>Platform's Commission</b> earned from the referred Sponsor's first successful deal.	<b>Y%</b> of the net fee(excluding taxes).	Within 30 days of VChase receiving the payment.

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### Tax, Compliance, and Invoicing:

- The Platform will pay the commission amounts defined above **upon receipt of a valid Tax Invoice** from the Consultant.
- The Consultant is responsible for providing their **GST registration details** (if applicable) and complying with all requirements of the Indian tax law.
- All commission amounts mentioned are **exclusive of GST**. The Platform will remit the commission amount **plus applicable GST** (as per the Consultant's invoice) to the Consultant, provided the Consultant is legally registered to charge GST.
- The Platform will adhere to all regulations regarding the **deduction of Tax Deducted at Source (TDS)** under the provisions of the Income Tax Act, 1961, and issue a TDS certificate to the Consultant.

**Duration of Payment:** The Consultant shall receive commission on all transactions related to the referred party for a period of **3 years** from the date of successful onboarding.

## 5. MARKETING AND MATERIALS

- **Authorization:** The Consultant may only use Platform-approved marketing materials, presentations, and branding.
- **Prohibition:** The Consultant is strictly prohibited from making any binding commitments, warranties, or guarantees on behalf of VChase.

## 6. CONFIDENTIALITY AND DATA PROTECTION

- **Confidentiality:** The Consultant must maintain strict confidentiality regarding VChase's proprietary data, commission structures, client lists, and internal processes.
- **Compliance:** The Consultant must adhere to all applicable data privacy and anti-spam laws when contacting prospective clients.

## 7. TERM AND TERMINATION

- **Term:** This MOU shall be effective for **1 (one) year** and automatically renew unless terminated by either party.

- **Termination for Convenience:** Either party may terminate this MOU with **30 days' written notice.**
- **Survival:** The Platform's obligation to pay outstanding commissions (less applicable TDS) on past deals shall survive the termination of this MOU.

## 8. GOVERNING LAW & JURISDICTION

This MOU is governed by Indian law. Disputes will fall under the exclusive jurisdiction of the courts of Bengaluru, India.

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## SIGNATURES

This document is acknowledged and mutually agreed upon by the duly authorized representatives of the Parties as of the Effective Date.

<b>FOR VCHASE PRIVATE LIMITED ("Platform")</b>	<b>FOR [Consultant Name Placeholder] ("Consultant")</b>
<b>Signature:</b> <hr/>	<b>Signature:</b> <hr/>
<b>Name:</b> <hr/>	<b>Name:</b> <hr/>
<b>Designation:</b> <hr/>	<b>Designation:</b> <hr/>
<b>Date:</b> <hr/>	<b>Date:</b> <hr/>