

MEMORANDUM OF UNDERSTANDING (MOU)

**Between VCHASE PRIVATE LIMITED (“Platform”) and
_____ (“Sponsor”)**

Effective Date: _____

1. PURPOSE OF THIS MOU

This Memorandum of Understanding (“MOU”) outlines the framework under which VChase (“Platform”) facilitates sponsorship opportunities, strategic consultations, and brand placements for the Sponsor across approved events and organisers.

2. SETUP FEE (NON-REFUNDABLE)

The Sponsor agrees to pay a non-refundable **Setup Fee of ₹5,00,000 (Five Lakh Rupees) plus applicable GST** to the Platform for:

- Onboarding
 - Dedicated consultation
 - Access to proprietary sponsorship opportunity data
 - Internal allocation of resources
 - Priority support

Tax Clause: All fees mentioned in this MOU are exclusive of all applicable taxes, duties, cesses, and statutory levies, including but not limited to the **Goods and Services Tax (GST)**, which shall be charged **extra** at the prevailing statutory rates and borne entirely by the **Sponsor**. This fee remains non-refundable under all circumstances.

3. EXCLUSIVITY OPTION (Sponsor → Platform)

The Sponsor may opt for an Exclusivity Option, granting them exclusive representation for specific industries, geographies, or event types only through VChase. If elected:

- Sponsor shall not hire or work with any external sponsorship **platform**
 - All sponsorship exploration must be routed through VChase
 - Additional exclusivity premiums may be applied as mutually agreed

4. PLATFORM TO BE EXCLUSIVE PLATFORM

If the Sponsor elects exclusivity:

- VChase will be the sole authorised **platform** for sourcing, presenting, and executing sponsorship opportunities.
- Sponsor agrees not to engage competing **platforms** for the term of exclusivity. (This is optional and triggered only if selected.)

5. LOCK-IN PERIOD

Both Parties agree to a **lock-in period of 5 (five) years** from the Effective Date. During this period:

- Sponsor cannot work with any alternative sponsorship intermediary (if exclusivity is elected)
- VChase remains the designated platform for sponsorship facilitation
- Early termination clauses apply only under breach or mutual written consent

6. SPONSORSHIP PROCESS

The Platform will:

- Identify relevant sponsorship opportunities
- Share proposals, decks, and event packages
- Support negotiations
- Facilitate agreement signing between Sponsor & Organiser

Each successful deal will have a separate Sponsorship Agreement between Sponsor and the respective Organiser.

7. COMMISSION STRUCTURE

For each confirmed sponsorship:

Commission payable to VChase = X% of the final sponsorship value.

Payment Trigger (Pro-Rata): The Platform's commission (plus applicable GST) is payable by the Sponsor on a **pro-rata basis**, tied directly to the instalment schedule agreed upon between the Sponsor and the Organiser. The Sponsor must release the equivalent percentage of VChase's total commission **within 15 days** of the Sponsor releasing *any* partial or instalment payment to the Organiser. The Platform shall not wait for the Sponsor's full payment to the Organiser before invoicing and receiving its corresponding commission share.

Tax Clause: All commission amounts are **exclusive of GST** and other statutory taxes, which shall be charged extra at the prevailing statutory rates and paid by the **Sponsor**.

8. REPORTING & TRANSPARENCY

VChase will provide:

- Quarterly performance reports
- Outreach data
- Proposals shared
- Negotiation summaries
- Closed-deal reports

The Sponsor may request performance reviews at reasonable intervals.

9. OWNERSHIP & DATA

- All sponsorships acquired under this MOU are treated as joint achievements.
- Sponsor relationship ownership will remain with the Sponsor after the 5-year term.
- During the term, all communication must be routed through the Platform.

10. CONFIDENTIALITY

Both Parties agree to maintain confidentiality of:

- Brand & sponsor contact details
- Pricing & commercial terms
- Proposals
- Proprietary or sensitive data

This obligation survives termination.

11. INDEPENDENT STATUS

VChase acts strictly as an independent contractor.

This MOU does not create:

- Employer–employee relationship
- Joint venture
- Partnership
- Appointment beyond what is expressly stated

12. GOVERNING LAW & JURISDICTION

This MOU is governed by Indian law.

Disputes will fall under the exclusive jurisdiction of the courts of Bengaluru, India.

13. ENTIRE AGREEMENT

This document represents the full understanding between the Parties and supersedes all previous communications, whether oral or written.

SIGNATURES

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

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