



## **Rules and Regulations**

Effective Date: January 2018

Magnanimous Ventures Private Limited ("**Company**") is pleased to associate you as a partner for the Event (hereinafter defined) conducted by the Company on the Event Days at the Venue. This Policy govern the association between Magnanimous and the Partner in relation to the Event and your enjoyment of the Magnanimous Deliverables during the Event.

Supplemental terms and conditions may apply to which will be disclosed to the Partner in connection with the applicable competition, service or activity. Any supplemental terms and conditions are in addition to these terms, and in the event of a conflict, prevail over these terms.

The Company may amend these terms at the Company's sole discretion and notify the Partner when major changes are made. Notwithstanding the above, if any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

The Partner undertakes and warrants that the Partner will periodically review this Policy.

### **ARTICLE 1**

#### **DEFINITIONS AND INTERPRETATION**

- 1.1 For the purposes of this Policy, the following capitalized terms shall have the meanings assigned to them as hereunder:
  - 1.1.1. "**Affiliate**" means any legal entity that (a) owns and controls a party, directly or indirectly, or (b) is owned and controlled, directly or indirectly, by a party, or (c) is directly or indirectly under common ownership and control with a party. For the purpose of the definition, the expression 'control' shall mean the power to direct or cause the direction of the management or policies of another entity, whether through the ownership of voting securities, by contract or otherwise;
  - 1.1.2. "**Agreement**" shall mean the brand collaboration agreement entered into between the Partner and the Company.
  - 1.1.3. "**Brand**" shall the brand solely and exclusively owned by the Partner;
  - 1.1.4. "**Company's Marks**" shall mean "Luxury Lifestyle Weekend", "Magnanimous" and any permutations thereof;
  - 1.1.5. "**Event**" means the luxury lifestyles tentatively entitled "Luxury Lifestyle Weekend" proposed to be organized by Magnanimous on the Event Days;
  - 1.1.6. "**Event Days**" shall mean the days on which Magnanimous would conduct the Event i.e [DATE].

- 1.1.7. **“Event of force Majeure”** shall mean any event which prevents either Party to perform any or all of its obligations under the Agreement or this Policy, which arises from, or is attributable to, any events, or accidents which are beyond the control of such Party including, without limitation, any flood, lightning, storm, fire, explosion, earthquake or other natural physical disaster, war riot, terrorist action, any change in Law or any rules or regulations by any governmental authority;
- 1.1.8. **“Intellectual Property”** shall mean and include copyrights, trademarks, service marks, designs, drawings, style, design, size, shape, colour, trade dress, artwork, photographs, recording, text, name, design, logo, brand, symbol, slogan, device, tag line, names, nicknames, photographs, images, caricatures, signatures, voices actual or simulated likenesses, attributes (e.g., distinctive or characteristic gestures, mannerisms, expressions, etc.), biographies, and/or other personal identification (including all marks and logos) of all participants and guests of the Event including without limitation other intellectual property rights (whether registered or unregistered), proprietary information rights and all other similar proprietary rights as may now or hereinafter exist anywhere in the world;
- 1.1.9. **“Law(s)”** means all applicable laws (including central and state legislations), bye-laws, statutes, rules, regulations (including the Regulations), orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority whether in effect on the Execution Date or thereafter;
- 1.1.10. **“Company Deliverables”** shall mean such deliverables of the Company as more particularly set out the Agreement;
- 1.1.11. **“MCGM”** shall mean the Municipal Corporation of Greater Mumbai.
- 1.1.12. **“Permitted Activities”** shall mean conducting the certain mutually agreed in activities at the Venue during the Event Days and conducting production activities in relation to the Event at the Venue during the Set Up Days as more particularly set out in the Agreement.
- 1.1.13. **“Regulations”** means any guidelines or regulations issued by Magnanimous in relation to any aspects of the Event as amended from time to time. The current version of the regulations is annexed hereto as Annexure[●];
- 1.1.14. **“RJG”** shall mean Reliance Jio Gardens, the Venue Partner for the Event;
- 1.1.15. **“Policy”** shall mean this brand association rules and regulations and all annexures attached to it or incorporated in it by reference and also will include any extensions/addenda (if any) to this Policy, made from time to time;

- 1.1.16. **"Set Up Days"** shall mean a period more particularly identified in the Agreement;
- 1.1.17. **"Term"** shall commence on the execution Date of the Agreement and shall subsist till 10 (ten) days after the expiry of the Event;
- 1.1.18. **"Territory"** shall mean India only, for clarification of doubts, the Territory shall include internet and digital space throughout the World;
- 1.1.19. **"Venue"** shall mean Reliance Jio Gardens.

## **ARTICLE 2 ASSOCIATION**

- 2.1 Subject to full, timely payment of Fee by the Partner to the Company, the Company shall use the Brand in connection with the Event including without limitation in related advertising, marketing, promotional and sponsorship activities in accordance with terms of the Agreement and this Policy for the duration of the Term and in the Territory. For the aforesaid purpose, the Partner hereby grants the Company the limited right and license right in the Brand for providing the Company Deliverables. The Company acknowledges that trademarks, trade names of the Partner are sole and exclusive property of the Partner and nothing herein grants any right into such mark to the Company except as agreed otherwise.
- 2.2 The Company hereby grants to the Partner a non-exclusive, non-transferable, non-assignable and non-sub licensable, royalty free and limited right to use and/or display the Company's Marks for the limited purpose of promoting the Partner's association with the Event as set out the Agreement and in this Policy and in the manner as approved by the Company in writing. The Partner acknowledges and agrees that prior to public display of such Company Marks by the Partner, the Partner shall procure prior written approval of the Company. The Parties agree that this Policy and/or Agreement shall not and does not in any way restrict or limit the Company's use of the Company's Marks in any manner whatsoever. Except as granted or implied herein by the Company, this Policy and/or the Agreement confers no ownership rights in the Company's Marks in favour of the Partner or any of its Affiliates, whatsoever. The Partner acknowledges that all rights including goodwill generated from use of the Intellectual Property of the Company including but not limited to the Company's Marks shall inure solely to the benefit of the Company.
- 2.3 It is hereby clarified that, the Partner shall have no right or license pertaining to use the name, initials, nickname (if any), autograph, likeness, photograph, portrait, caricature and other identifiable representations of the founders, owners, directors or the employees of the Company or any celebrity ambassador or guests of the Event or any other person related to the Company pursuant to this Policy and/or the Agreement unless agreed thereto explicitly under the Agreement.

- 2.4 The Company shall be entitled to use the Brand, on a non-exclusive, worldwide, royalty free basis in the manner permitted under the Agreement, solely to effectively fulfil its obligations to the Partner under the Agreement. The right to use as stated in this Article includes the right to publish, disseminate, copy and digitally present the Brand solely as per the terms of the Agreement. Further, the Partner confirms that, the Company shall not be infringing any third party rights whatsoever by exercising the rights and benefits, granted to it under the Agreement.
- 2.5 The Company shall have the free and unfettered right to enter into additional brand association agreements in relation to the Event.
- 2.6 The Partner, at its sole discretion may bear all costs and expenses to be incurred in respect of its enjoyment of the Company Deliverables granted under the Agreement including but not limited to the cost of hosting of any hospitality event, press conference, which are undertaken at the option of the Partner. The Partner shall bear the cost of creation/ development of all advertising and promotional materials in connection with the Agreement.

### ARTICLE 3 PERMISSION TO USE; UNITS

- 3.1 The Partner has sought permission from the Company to conduct the Permitted Activities at the Venue on the Event Days and Set Up Days and subject to the payment of Fees the Company has agreed to grant such permission to the Partner set up a Unit and conduct the Permitted Activities at the Venue in accordance with the terms and conditions contained herein.
- 3.2 During the Event Days and the Permitted Days, the Partner shall have the right to use the Venue during the Permitted Days to conduct the Permitted Activities in accordance with all applicable laws, approvals/permissions including from MCGM and any other statutory authorities and rules and regulations of RJG in a manner set out below:
- 3.2.1 Set up a Unit and erect installations: The Partner shall have the right to set up a Unit and erect installations at the Venue in accordance with the plan as maybe mutually agreed to between the Parties.
- 3.2.2 Event: The Partner shall on the Event Days conduct the Permitted Activities at the Unit.
- 3.2.3 Parking on Set Up Days: During the Set Up Days the Partner shall be allowed to bring in various vehicles including heavy vehicles to transport the materials to conduct the Permitted Activities. During the Set Up Days, the Partner shall be allowed to park its vehicles on a first come first serve basis.
- 3.2.4 Parking on Event Days: During the Event Days, the Partner acknowledges that the guests of the Partner would be accommodated on first come first serve basis.

- 3.3 The Partner shall not violate the rules and regulations of the Venue. The Partner shall ensure that during the use of the Venue, no damage will be caused to the Venue or property of the Company and/or RJG and no hindrance of any nature will be caused to any of the activities of RJG.
- 3.4 The Partner shall comply with all applicable laws, approvals/permissions and rules and regulations. The Partner shall obtain all the necessary approvals and sanctions of the concerned regulatory or governmental authorities, if any, for carrying out the Permitted Activities and conducting the Unit, at its own cost prior to commencement of the Set Up Days and the Company shall co-operate with Partner in obtaining such approvals and sanctions. It is however expressly agreed between the Parties that the ultimate responsibility to obtain requisite licenses/ permissions and approvals shall be of Partner only and the Company shall not be responsible or liable in any manner for non-procurement of any licenses/ permissions or approvals for the Unit.
- 3.5 Allocating locations for setting up Units: The Company shall at its sole discretion, determine the Event layout and allocate locations for setting up Units. The Company shall endeavour to take into account the Partner's requests, the nature of the products and services the Partner plans to exhibit and the arrangement of the Unit in accordance with the interests of the Event. The Company shall in no event be liable to the Partner for any consequences that may ensue from the location of the Unit assigned to the Partner including but not limited to low foot traffic.
- 3.6 In the event that:
- 3.6.1 The Partner or an employee of the Partner causes a disturbance or does not comply with the Regulations; and/or
- 3.6.2 In order to ensure the best possible presentation of the Event in the interests of all partners of the Event, the Company reserves the right to modify, at any time and as often as it deems necessary, the use of the areas allocated to the Partner, the location of stands or the decoration thereof.
- 3.6.3 The Company shall use its reasonable endeavours to give the Partner affected prior notice of its actions except in the event of a pressing need in which case the Company shall not be required to give prior notice.
- 3.7 The Partner and any person duly appointed by the Partner undertake to:
- 3.7.1 Comply with the safety measures imposed by the Applicable Laws and Regulations during set-up, break-down of the Units and throughout the Event, and
- 3.7.2 Be present at their Units and/or assigned location, solely for reasons related to set-up and break-down, as well as during the inspection by Magnanimous for ensuring compliance with safety standards.
- 3.8 The Partner acknowledges and agrees that all creative decision rights in relation to the Event including without limitation the right to decide on aspects relating to Unit design,



lighting, sound, style of advertising and programs shall vest exclusively with the producer at all times. The Partner agrees and acknowledges that the Company shall also have the right to change the sequence of the Units, by providing prior notice to the Partner.

- 3.9 The Partner acknowledges and agrees that the Partner shall not assign, sublet or exchange, free of charge or for consideration, any part of the Unit assigned by the Company, including the stands and advertising spaces to any other third party.
- 3.10 Subject to the Event's accident prevention plan as provided to the Partner by the Company, the Partner may fit out and decorate their Unit per their discretion, provided they do not hinder the visibility of safety signs and equipment or of nearby stands and they are consistent with the overall decoration of the Event. In case of materials or installations deemed to be non-complaint to the Regulations and/or the Laws by the Company, the Company reserves the right, at any time and at the Partner's expense, to prohibit the use of the Unit and/or assigned location, to suspend the use of water and electricity or to have removed or to destroy any materials or installations deemed non-compliant by the Company.
- 3.11 The Partners may accredit only their full-time employees from a single establishment to be present at the Unit. The Company may at any time request documentary evidence thereof. In the event the Partner accredits any person who does not meet the foregoing requirements, they shall be required to pay the registration fee applicable to guests of the Event.
- 3.12 The Partner shall at all times maintain sufficient staff at their Unit and/or assigned location and keep it fully equipped during the entire duration of the Event, including if the duration of the Event is extended. The Partner shall display products and/or services that comply with Laws and Regulations and that originate from lawful activities and shall obtain all authorizations necessary to conduct their business at the Event. The Partner shall ensure that products and/or services shall be displayed only within the Unit and shall not encroach on the aisles and shall in no event cause inconvenience to nearby partners or any participant or personnel or representative of the Company or the Event operator. The Partner acknowledges and agrees that any events held at the Unit or the Venue such as: attractions, shows, events etc shall require the Company's prior written authorization.
- 3.13 The Partner shall vacate its Unit and/or assigned location and remove their goods, articles and specific decorations, as well as any residual waste from materials used to decorate unit, within the deadlines and during the hours specified by the Company and in compliance with local Laws, regulations and practices concerning waste. If the Partner fails to comply with such deadlines, the Partner shall be liable for any expenses incurred by the Company as a result of its non-compliance with these instructions as well as for any damage caused by the Partner.

- 3.14 The Partner shall be liable for all the damage they cause to their Units and/or assigned location. Accordingly, the Partner shall leave their Units and/or assigned location, as well as any equipment and materials supplied by the Company, in their original condition at the time they take possession of their Unit and/or assigned location.

#### **ARTICLE 4 ADVERTISING AND PROMOTIONAL ACTIVITIES**

- 4.1 The Company reserves the exclusive right to post advertising and other marketing materials and operate promotions in the Venue where the Event is held and in the immediate surrounding area.
- 4.2 The Partner shall procure prior written permission from the Company in relation to all advertising and promotional material proposed to be used by the Partner in relation to the Event. The Partner acknowledges and agrees that unless otherwise agreed to between the Parties all forms of advertisement shall be strictly limited to the Partner's Unit. In the event, of non-compliance with these requirements, the Company may remove such advertising at any time without prior notice. The Partner shall not in any form whatsoever display products or services or advertise companies or businesses who are not participants to the Event, without the Company's prior written authorisation.
- 4.3 Furthermore, the distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the Unit and the immediate surrounding area and is subject to the Company's prior authorisation.
- 4.4 The Partner warrants and confirms that the Company shall have the right to record and photograph the event with or without sound (including spoken words, dialogue and music synchronously recorded), use components of the units wholly or partially, make and/or authorize others to make any documentary film on the making of the Event. The Partner acknowledges that such documentary film may include footage of so called behind the scenes activities, and may incorporate extracts or clips from the Event. The Partner irrevocably consents to the use by the Company of such out takes and other material featuring the Partner and the Partner employees in such documentary film and/or any other audio visual production and confirm that the Company shall have the right to exploit any and all of the foregoing in any and all media by any and all manner or means in perpetuity throughout the universe for no additional consideration.
- 4.5 The Company shall have the right to prohibit the taking of photographs and/or the making of audio and video recordings by Partner's employees who have not received accreditation from the Company for such purpose. Only photographers/ cameramen who have received written authorisation from the company for such purpose shall be allowed to operate a camera within the Venue.

## **ARTICLE 5 FEES**

- 5.1 If any amount payable by the Partner under the Agreement is not paid, in whole or in part, on or by the due date then, in addition to the amount not paid, the Partner shall pay to the Company an interest on the outstanding amount at the simple interest of eighteen percent (18%) per annum for the period from the due date to the date of receipt of the entire amount (that is, the outstanding amount and the interest amount thereon).
- 5.2 The Company's Deliverables as mentioned herein shall be conditioned and subject to payment of the Fee by the Partner set out under the Agreement. In the event the Partner fails to pay the Fee as set out in the Agreement, the Company shall be entitled to terminate the Agreement forthwith.

## **ARTICLE 6 REPRESENTATIONS, WARRANTIES, INDEMNITIES AND OBLIGATIONS**

- 6.1 The Parties represent and warrant to the other Party that it has the legal right and necessary authority to enter into the Agreement and/or this Policy and to perform its respective obligations hereunder.
- 6.2 The Partner represents and warrants that:
- 6.2.1 It has not and shall not enter into any agreements or arrangements that will interfere or prohibit the Partner from performing its obligations under the Agreement and/or this Policy;
- 6.2.2 The Partner is the sole and exclusive owner of the said Brand including but not limited to more particularly set out, described and shown in the Annexure 1 and has the right to grant the necessary rights for use by the Company of the Brand as contemplated in the Agreement and/or this Policy and no person has made or threatened to make any claim, whereby, such person will be able to prevent the use by the Company of the Brand.
- 6.2.3 It shall not use the Company's Marks and/or the Intellectual Property of the Company otherwise than as agreed upon and permitted under the Agreement and/or this Policy and/or use the same with any other Intellectual Property of any other Party and/or not alter, modify or reproduce any Intellectual Property of the Company and/or the Company Marks and shall not use any Intellectual Property of the Company and/or the Company Marks in or on billboards, radio, motion pictures or television except as expressly approved by the Company in writing, and//or in any manner not specifically provided for in the Agreement and/or this Policy.





- 6.2.4 It shall not to do any act and/or make any statements or cause to be done any act and/or cause to be made any statements which are prejudicial to the reputation and status of Company and/or Event.
- 6.3 The Company represents and warrants that:
- 6.3.1 It shall do all acts and things as are necessary to give full effect to the arrangements and transactions contemplated by the Agreement and/or this Policy;
- 6.3.2 It owns the Intellectual Property of the Company and the Company Marks and/or has the right to provide the Company Marks to the Partner in accordance with the terms of the Agreement and/or this Policy.
- 6.4 Confidentiality: While the existence of the Agreement by its very nature is of public information, both Parties shall treat the terms of the Agreement as confidential. Each party agrees : i) it shall not use any confidential Information for any purposes except in connection with carrying out its duties and obligations under the Agreement and even then, such Confidential Information may only be disclosed on a need – to-know basis to its employees and advisors who are advised of the confidential nature of such confidential Information and the obligations with respect to the treatment of Confidential Information; and ii) it shall hold such Confidential Information of the other Party in strict confidence and it will treat such Confidential Information with the same degree of care as it accords its own confidential Information of a similar nature, but in no event will it use less than reasonable care to protect Confidential Information. The Partner shall not, except with prior approval of the Company in writing, disclose or make any public or other announcements of the transaction covered by the Agreement or any terms thereof. This Article shall survive the termination of the Agreement. The Partner shall not issue any press release regarding the existence of the Agreement or the terms herein without submitting such press release to the Company for its prior written approval.
- 6.5 Indemnity: The Partner, agrees to indemnify and keep indemnified the Company from and against any and all direct claims, losses, liabilities or cost of any person, firm or corporation, including without limitation, reasonable legal fees, arising out of any breach of the terms of the Agreement and/or this Policy; or in the event any warranty, representation, obligation or undertaking made by the Partner in the Agreement and/or this Policy is found to be untrue, becomes untrue for any reason is not fulfilled or discharged by the Partner in keeping with the terms of the Agreement and/or this Policy or in the event the Company Marks and/or the Intellectual Property of the Company is being used in an unauthorized manner.
- 6.6 The Company shall not be liable to the other Party for any consequential, indirect, exemplary, incidental, special nor punitive damages based on any claim arising out of the Agreement and/or this Policy. In no event the aggregate liability of the Company



for any claims shall exceed the Fees which has been paid to the Company as on the date of fixing such liability.

## **ARTICLE 7 INTELLECTUAL PROPERTY**

- 7.1 The Parties hereby agreed and acknowledge that neither Party shall acquire any right, title or claim, whether before, during or after the Term of the Agreement and/or this Policy, or at any time thereafter, to, over and in the other Party's mark by virtue of the rights granted under the Agreement and/or this Policy.
- 7.2 The Partner further acknowledges that it shall not, during the Term hereof or at any time thereafter:
  - 7.2.1 Authorize, assist or knowingly allow the use of the Company's Intellectual Property and the Company's Marks by any third Party;
  - 7.2.2 Register or seek or counsel, procure or assist any third party to register the Company's Marks and/or Intellectual Property or any word mark or device mark similar thereto or calculated or in any way likely to cause confusion or deception by comparison with the Company's Mark and/or Intellectual Property, in respect of any class of goods or services throughout the World;
  - 7.2.3 Dispute or impugn the validity of the Company's Mark and/or Intellectual Property and/or set up any claim in the Company's Mark, Intellectual Property, adverse to that of the Company. In particular, the Partner shall not, directly or indirectly, apply for registration of the Company's Mark, Intellectual Property or challenge the title of the other Company in and to the Company's Mark, Intellectual Property or the validity of the license granted hereunder and shall not counsel, procure or assist any other party to do so;
  - 7.2.4 Dilute, harm, misuse or bring the Company's Mark, Intellectual Property to disrepute or do, cause, suffer or omit to be done any act, deed, matter or thing whatsoever which, shall, or is likely to, adversely affect or prejudice, directly or indirectly, the Company's right, title, interest, power or authority whatsoever in or in relation to or in respect of the Company's Mark, Intellectual Property under the Agreement and/or this Policy or any other Agreement between the Parties;
  - 7.2.5 Without prejudice to the generality of the aforesaid provisions, the Partner shall not enter into any agreement with any person, company, corporation, institution or government or other authority throughout the World, which shall, or is likely to, adversely affect or prejudice, directly or indirectly, the Company's right, title, interest, power of authority whatsoever in or in relation to or in respect of the Company's mark, Intellectual Property;



- 7.2.6 The Partner shall not use or refer to, or authorise the use of or reference to any Intellectual Property of the Company other than that as provided in the Agreement and/or this Policy whatsoever without a prior written consent of the Company.
- 7.2.7 The Partner shall immediately inform the Company about any violation or threatened violation of the Company's Marks, Intellectual Property or of any passing off which it may become aware of and shall provide all necessary assistance, as required. The Company shall, at its sole cost and expense, be entitled to determine any actions to be taken with regard to such aforementioned violation or threatened violation and to undertake any suitable action, including litigation in order to deal with such violations.

## **ARTICLE 8**

### **TERM, TERMINATION, CONSEQUENCES OF TERMINATION**

- 8.1 The Company may terminate the Agreement and/or this Policy after having given fifteen (15) days of notice to the Partner on account of any breach of terms, obligations, warranties and/or undertakings of the Agreement and/or this Policy by the Partner, and after having been given notice of such failure, the Partner has failed to remedy such breach within Seven (7) days of receipt of said notice.
- 8.2 Either Party shall be further entitled by notice in writing to the other forthwith to terminate the Agreement and/or this Policy upon the occurrence of any of the following events:
- 8.2.1 If an order is made or resolutions passed for the winding up of the other party; or
- 8.2.2 If a receiver or administrator is appointed to the whole or any part of the assets of the other party; or
- 8.2.3 The other party makes any composition or arrangement with its creditors.
- 8.2.4 If there is an adverse order or judgment by any judicial or quasi-judicial authority relating to the other party.
- 8.3 Upon termination of the Agreement and/or this Policy by the Company:
- 8.3.1 Any rights granted to the Partner under the Agreement and/or this Policy shall immediately terminate;
- 8.3.2 The Partner shall immediately cease to use the Company Marks and the Company shall cease to use the Partner Marks and any advertising and promotional material created pursuant to the Agreement and/or this Policy as soon as the Agreement is terminated;

- 8.3.3 The Company and the Partner shall within commercially reasonable time return to the other all property of the other in its possession;
- 8.3.4 The Company shall have the free and unfettered right to appoint another main partner in respect of the Event.
- 8.4 In the event of a breach of the Agreement and/or this Policy by the Company, the Partner shall provide written notice of 15 (fifteen) days of such breach to the Company, if the Company fails to remedy the said breach within 15 (fifteen) of being notified of the same by the Partner in writing, the Partner shall be entitled to terminate the Agreement and/or this Policy. It is clarified that in the event, the Company is unable to deliver the Company Deliverables, the Company may remedy the said breach by providing the Partner with alternate deliverables acceptable to the Partner and in such an event the Partner shall not be entitled to terminate the Agreement and/or this Policy and/or seek any monetary compensation from the Company.
- 8.5 In the event, the Partner terminates the Partner's participation in the Event for any reason whatsoever then the Partner shall surrender all Fee paid by the Partner till the date of termination of the Agreement. It is hereby clarified that the Company shall not be required to refund any Fees to the Partner under any circumstances whatsoever.

## **ARTICLE 9 MISCELLANEOUS**

### **9.1 Priority of agreements**

If any of the provisions of the Agreement and/or this Policy conflicts with:

- 9.1.1 The lease agreement or any further agreements entered or proposed to be entered into between MCGM and RJG ("RJG Contract"), or
- 9.1.2 The Agreement between the Company and the MCGM ("Venue Contract"), or any MCGM Regulations as may be amended from time to time ("Rules").  
The terms of such RJG Contract, Venue Contract, or Rules, as the case may be, shall prevail over the provisions of the Agreement and/or this Policy.

### **9.2 Notices**

Any notice or request expressly provided for or permitted under the Agreement and/or this Policy shall be in writing, delivered manually or by couriers, speed posts and/or registered mail and shall be deemed sufficiently given if the and when received by the Party to be notified at its address set forth above.

### **9.3 Relationship**

The relationship between the Company and the Partner shall be on a principal to principal basis. Notwithstanding the close co-operation, co-ordination and interaction between the Parties as contemplated in the Agreement and/or this Policy; it shall not be construed to constitute the Parties hereto as partners, or either party as the employee or agent of the other. Nothing in the Agreement and/or this Policy shall confer on the Partner any authority to bind the Company or to contract in the name of the Company or to incur any liability or obligation on behalf of the other parties or shall be deemed to be the agent of the Company in any way.

### **9.4 Entire Agreement**

The Agreement and this Policy together constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral.

### **9.5 Severance of Terms**

If any provision in the Agreement and/or this Policy becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from the Agreement and/or this Policy and the remaining provisions of the Agreement and/or this Policy shall not, so far as possible, be effected by the severance.

### **9.6 Amendment, Modification and Waiver**

No amendment or modification to the Agreement and/or this Policy and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by each of the Parties.

### **9.7 Assignment**

The Partner shall not be entitled to assign the Agreement and/or this Policy and/or all or any of their rights under the Agreement and/or this Policy without a written consent of the Company.

### **9.8 Force Majeure**

- 9.8.1 If either Party is totally or partially prevented or delayed in the performance of any of its obligations under the Agreement and/or this Policy by an Event of Force Majeure and if such Party gives written notice thereof to the other party specifying the matters constituting the Event of Force Majeure and referring to this Article 9.8.1. then the Party so prevented or delayed shall, subject to Article 9.8.2. and 9.8.3, be excused the performance of the affected obligation from the date of such notice for so long as such cause or delay shall continue. The Party affected by any

Event of Force Majeure shall promptly notify the other Party in writing upon the cessation of any Event of Force Majeure and shall, in such circumstances, resume its full performance of the previously affected obligations under the Agreement and/or this Policy.

- 9.8.2 If any notice is given under Article 9.8.1, both Parties shall attempt ( so far as reasonably within their power) to mitigate the effect of the matters referred to in such notice and, in particular, but not without limitation, shall endeavour to agree a solution to the consequences of the matters constituting the relevant Event of Force Majeure.
- 9.8.3 The provisions of this Article 9.8 shall not excuse, in relation to an Event of Force Majeure, the performance of any obligations under the Agreement and/or this Policy (particularly those relating to payments and delivery of guarantees) which can be performed notwithstanding the relevant Event of Force Majeure.
- 9.8.4 The Partner agrees that notwithstanding any event of Force Majeure or cancellation of one or more programs of the Event featuring the Partner or otherwise, the Partner shall be liable to make payments of the entire Fees to the Company unless agreed to otherwise by the Parties mutually in writing.

## 9.9 Governing law and Jurisdiction

- 9.9.1 The Agreement and this Policy shall be governed by and construed in accordance with the laws of India.
- 9.9.2 Any claim, controversy or dispute (collectively, "**Disputes**") arising out of or under the Agreement and/or this Policy not settled by mutual agreement of the parties involved within fifteen (15) days after party is provided written notice for settlement thereof shall be referred to arbitration of sole arbitrator jointly, appointed by the Parties under the Indian Arbitration and Conciliation Act of 1996. The arbitration proceeding shall be conducted in Mumbai, India and shall be governed by and constructed in accordance with the laws of India. The language of the arbitration shall be English. The costs and expenses of the arbitration shall be borne as decided pursuant to the award.
- 9.9.3 Subject to Article 7.9.2., the Courts of Mumbai shall have exclusive jurisdiction relation to any Dispute arising out of or in relation to the Agreement and/or this Policy.

## 9.10 Stamp Duty

The Parties agree that the stamp duty payable in relation to the Agreement shall be solely paid by the Partner without any recourse or liability on the Company.