



## TEAM BUILDING AGREEMENT

This Team Building Agreement (the “Agreement”) is made at Mumbai effective from \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”)

BY AND BETWEEN

MICE KART PRIVATE LIMITED, a company registered under the Companies Act, 2013 having its registered office at 308, 3rd Floor, D Wing, Neelkanth Building Park, Kirol Village, Near Bus Dept., Vidhyavihar (W), Mumbai – 400 086, Maharashtra, India hereinafter referred to as “MKPL” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the First Part.

AND

Mr. / Ms. \_\_\_\_\_ an Indian Inhabitant, aged \_\_\_\_\_ years residing at \_\_\_\_\_ hereinafter referred to as “the Team Building Professional” (which expression shall unless contrary or repugnant to its meaning or context thereof mean and include his/her heirs, executors and administrators) of the Second Part;

\_\_\_\_\_, a company registered under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_, Maharashtra, India hereinafter referred to as “the Team Building Professional” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part;

(Each of the parties mentioned above, are hereinafter collectively referred to as the “Parties” and individually as “Party”)

WHEREAS:

- A. MKPL is an Indian based and operated company specialising in MICE trips and events for corporates. MKPL owns a Website at [www.micekart.com](http://www.micekart.com) (“the Website”) which is engaged in booking Team Building Professionals for various corporate events organized by MKPL for their corporate clientele.
- B. Team Building Professional is a company that is engaged in designing and executing team building activities for various organizations based on the requirements of their clients.
- C. MKPL is desirous to enlist the Team Building Professional as one of its vendor partners in its listings of team building professional enlisted on the Website so as to facilitate its users / customers / clients to be able to choose from a wide range of team building professionals and book the same as per their event needs and budgetary requirements. MKPL shall be only a facilitator between the Team Building Professional and its client who shall book the Team Building Professional through the Website listing.
- D. Team Building Professional has agreed to partner with MKPL as a listed team building professional on the Website on the terms and conditions hereinafter appearing.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i. The recitals shall form an operative part of this Agreement.
- ii. **Term & Termination:** This Agreement shall be valid and subsisting for the term the parties are mutually desirous to be professionally associated with each other and shall be terminated at the option of either of the parties to end their professional association. Team Building Professional shall be at a liberty to terminate this Agreement by requesting MKPL in writing to delist the Team Building Professional from the Website. This Agreement shall stand terminated as soon as MKPL delists the Team Building Professional from the Website. This Agreement shall also be terminated in the event of breach of any provisions by either parties. In the event of termination of this Agreement due to breach by the Team Building Professional of any of the provisions of this Agreement, MKPL shall be at a liberty to claim liquidated damages from Team Building Professional to cover for any losses, damages, injuries caused due to such breach on the part of the Team Building Professional of provisions of this Agreement.
- iii. **Commission:** MKPL shall be liable to pay consideration to Team Building Professional for the events that are booked by/through MKPL, for which the Team Building Professional has rendered his services, within 14 days from receipt of the same from the client. Team Building Professional undertakes that the Team Building Professional shall not quote rates lower than the rates quoted by Team Building Professional to MKPL to any third parties for performing his services. In the event, the client pays to the Team Building Professional directly, then the Team Building Professional shall remit 10% of the consideration received by the Team Building Professional to MKPL as commission within 14 days from receipt of the same from the client. It is agreed by and between the parties hereto that MKPL shall not be held liable and/or responsible for any non-payment of Team Building Professional's fees from the client.
- iv. Team Building Professional represents and warrants that the Team Building Professional shall be solely responsible and/or liable in the event including but not limited to any and all claims, demands and causes of action arising out of any services/products/materials/ideas provided by Team Building Professional to the clients through MKPL due to any reason whatsoever, thereby indemnifying MKPL against any claims, liabilities, legal actions of any nature whatsoever arising due to / in-relation to performance of Team Building Professional's services. In the event Team Building Professional cancels an event or fails to show-up for a booked and confirmed event, Team Building Professional shall be liable to refund to MKPL the consideration received by the Team Building Professional, if any and MKPL shall not be held liable and/or responsible for the same.
- v. Team Building Professional shall indemnify MKPL and keep MKPL indemnified against all losses, claims including but not limited to losses, claims arising due to infringement intellectual property rights of the biography, photographs, images, pictures, videos, work of art and the likes shared by Team Building Professional or Team Building Professional's affiliates (hereinafter referred to as "Content"), and for any loss of reputation, goodwill etc. damages, costs and expenses (including injury to any persons), or loss of or damage to any property which may arise out of any act, omission, default or negligence of personnel or contractors engaged by Team Building Professional or Team

Building Professional's affiliates in the performance of Team Building Professional services for clients of MKPL and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto at all times.

vi. Team Building Professional undertakes that the Content provided by the Team Building Professional or its affiliates for illustrative purpose, promotion, marketing and publicity for MKPL are solely owned by Team Building Professional and the Team Building Professional has the exclusive right, title, interest to use and assign the rights to use the same and the same in no way whatsoever violates or infringes intellectual property rights of any third party. Team Building Professional agrees and understands that in the event usage of the Content provided by Team Building Professional violates or infringes intellectual property rights of any third party, then the same shall be dealt with by Team Building Professional at Team Building Professional's sole expense cost and responsibility. Team Building Professional also hereby places no liability and/or responsibility on MKPL to deal with such claims, liability arising out of or due to such threatened or actual infringement thereby indemnifying MKPL against the same.

vii. Team Building Professional hereby grants Team Building Professional's consent to the use, without any consideration, the Content and services provided by Team Building Professional's work and services provided by Team Building Professional as a professional to MKPL that is made and shared with MKPL as Team Building Professional's work folio, for illustrative purpose, promotion, marketing and publicity concerning the same. Team Building Professional consents to the use of Team Building Professional's name in connection with the photographs, videos, biography, and also allow MKPL to use Team Building Professional's name, as and where MKPL deems appropriate. Team Building Professional declares and confirms that Team Building Professional has the full right to enter into this Agreement. MKPL shall have the sub-licensable and worldwide right to use Content provided by the Team Building Professional in any manner whatsoever as MKPL may deem fit. It is agreed by and between the parties hereto that MKPL shall be at a liberty to use Team Building Professional's Content submitted by the Team Building Professional in anyway whatsoever as MKPL may deem fit, including, but not be limited to, editing, duplication, licensing, distribution and incorporation in other works, in whatever form (e.g. hard copy or electronic), such as posters, publications, web sites, videos, and their unrestricted use, without any obligation on the part of MKPL to seek any further authorization by the undersigned.

viii. It is agreed by and between the parties hereto that MKPL shall act as a mere facilitator between the Team Building Professional and its client and in no event including but not limited any default in payment, infringement of intellectual property rights of third party and claims arising therefrom shall hold MKPL liable and/or responsible in any way whatsoever.

ix. This Agreement shall be governed by the laws in India and courts in Mumbai alone shall have exclusive jurisdiction over matters relating to or arising from this Agreement.



\_\_\_\_\_  
(Signature)

Date:

\_\_\_\_\_  
(Authorized Signatory)

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

Witness 1:

Witness 2:

\_\_\_\_\_  
(Signature)/ (Authorized Signatory)

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

Witness 1:

Witness 2: