

ARTIST AGENT AGREEMENT

THIS ARTIST MANAGER AGREEMENT is made and executed on the ____ of March, 2017 by and between:

PARTIES:

1. **NYASA live music LLP**, an individual, Flat no A-201, Karishma Platinum society, Undri, Pune-411028 (hereinafter referred to as **Artist**).
AND
2. **Tixdo Media Pvt. Ltd.**, a company registered in Companies Act, 2013 having its registered office at 2B Ground Floor, Mastermind IV, Royal Palms, Aarey Milk Colony, Goregaon East, Mumbai 400065, Maharashtra INDIA and Branch Office at 401, Pentagon 5, Magarpatta City Pune 411028, represented by Saifan Shaikh who shall act as the Agent (hereinafter referred to as the **Agent or Manager**) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Agent or Manager. The terms Agent or Manager maybe used interchangeably.

RECITALS: (Please change the recitals in accordance with your needs)

- A. **WHEREAS**, the Artist is a person who has proven his / her talents in the field of **Comedy as a Stand up artist**.
- B. **WHEREAS**, the Artist desires to hire the services of a Manager in order to represent him / her and for the purposes of marketing certain rights as specified herein.
- C. **WHEREAS**, the Manager is involved in the business or marketing and promotion and is capable of representing the Artist adequately. As ambitious and young as the people working behind it, Tixdo.com is a revolutionary online ticketing website with its roots in cinema and event ticketing across India. To further its progress in the entertainment industry Tixdo.com has evolved to venture in to the acquisition, development and marketing of talented artists and helping them realize their full potential by putting them on the map,
- D. **WHEREAS**, the Manager has offered its services to the Artist and Artist has expressed his/ her acceptance of this offer;
- E. **WHEREAS**, based on the same this agreement is entered into between the Manager and the Artist.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. EFFECTIVE DATE & TERM OF THIS AGREEMENT

- 1.1 The effective date of this Agreement shall be 1st of April, 2017 and all rights and obligations of the parties hereunder shall be effective as of that date.
- 1.2 This Agreement is valid and shall remain in full force and effect for a term of 1 year starting from the effective date till 1st April 2018 unless terminated prior to such date by either of the parties in accordance with Clause on termination specified herein.

2. DELIVERABLES BY MANAGER

- 2.1 The Artist appoints the Manager as his / her representative by virtue of this Agreement;
- 2.2 The Manager shall put in the best of his efforts, time and energy in representing the Artist; Manager shall be solely responsible for the full management of the artist signed with it for ticketed events, which includes acquiring gigs for the artist in his/her genre, negotiating his/her pay with the promoters etc.
- 2.3 The Manager shall promote the artist on its digital media platforms like Facebook, twitter etc. The Manager shall put in the best of his efforts in submitting the Artist's works and attempt to secure the best deals for the Artist; All promotional material will be first approved by the artist himself.
- 2.4 The Manager shall further put in all his efforts to increase the worth / market value of the Artist; The Manager shall create a complete media plan and strategize the developing goodwill for the Artist.
- 2.5 The Manager is further authorized by the Artist to represent him / her in the following areas:
 - to represent the Artist and act as the Artist's negotiator, to fix the terms governing all manner of disposition, use, employment or exploitation of the Artist's talents and the products thereof; and
 - to supervise the Artist's professional employment, and on the Artist's behalf to consult with employers and prospective employers so as to assure the proper use and continued demand for the Artist's services;
 - to be available at reasonable times and places to confer with the Artist in connection with all matters concerning the Artist's professional career, business interests, employment and publicity;
 - to exploit the Artist's personality in all media, and in connection therewith, to approve and permit for the purpose of trade, advertising and publicity, the use,

dissemination, reproduction or publication of the Artist's name, photographic likeness, facsimile signature, voice and artistic and musical materials; and

- to engage, discharge and/or direct such theatrical agents, booking agencies and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contracts, engagements or employment for the Artist;

2.6 Manager is further entrusted with the right to negotiate the terms of any assignment on behalf of the Artist, but the ultimate right of accepting or refusing any assignment vests with the Artist and is not vested with the Manager.

3. DELIVERABLES BY ARTIST

- 3.1** The Artist shall agree to audition and perform for the events and promotions acquired by Manager for him/her. However, it shall not be a compulsion as the artist shall have the freedom to choose from the list of events acquired for him/her.
- 3.2** The Artist agrees to share a certain percentage of his/her revenue from the gigs acquired by Manager for him/her. (Refer Clause 4)
- 3.3** The Artist shall enter into a non-exclusive agreement with Manager, which allows him/her to perform in non-commercial events not related to Manager. However, if the Artist performs in a commercial event on his/her own accord, he/she shall be obliged to promote Manager as his/her management to organizers for the purpose of selling tickets live on Manager's platform.

4. COMMISSION

- 4.1** Manager understands and agrees that he/she shall be entitled to Commission with regard to all the works which the Manager has secured for the Artist.
- 4.2** The Manager's Commission would be **15%** of the total amount so secured for each work by the Manager during the term of this Agreement..
- 4.3** The Manager is not entitled to any Commission with regard to any assignment or project which was rejected by the Artist.

5. INVOICE AND PAYMENT OF THE INVOICE

- 5.1** **50% of all payments to the artist will be paid in advance before the date of event, the remaining 50% being paid on or after the date of the event..**

6. MAINTENANCE OF ACCOUNTS

- 6.1** The Manager is responsible for maintaining records with regard to all the billings and is also responsible for sending copies of the invoice to the other party as and when rendered.
- 6.2** As and when requested by the Artist, the Manager is further placed at an obligation to provide the account details which would specify the:
 - 6.2.1** Name of the Client
 - 6.2.2** Amount so paid by the Client
 - 6.2.3** Dates on which the amounts were paid
 - 6.2.4** Expenses incurred by the Artist
 - 6.2.5** Amount on which the commission is to be calculated
 - 6.2.6** Commission
 - 6.2.7** Amounts Due
 - 6.2.8** Amounts Paid
- 6.3** The Manager is further responsible for maintain the book of accounts and other related records at his/her place of business and shall allow the other party to inspect such records during the business hours of any business day after the other party gives a reasonable notice in this regard.

7. TERMINATION

- 7.1** The Agreement can be terminated by the Artist for Breach of any of the terms specified herein with a notice of 30 days prior to such termination.
- 7.2** On such termination, the Manager shall cease to represent the Artist and the Artist's work and shall return all the samples of the Artist's work within a time period of 30 days of such termination.
- 7.3** This Agreement may be terminated by either party with a written notice of 30 days to the other party.
- 7.4** If the Artist procures an assignment from any clients which the Manager had obtained prior to the termination of this Agreement, then the Artist is liable to pay the Manager his/ her Commission and such Commission is to be calculated in accordance with the Clause 5 of this Agreement.
- 7.5** Such Commission shall be paid to the Manager only if the Artist procures the assignment within 6 months of the termination of this Agreement and not otherwise.

8. ASSIGNMENT

This Agreement shall not be assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Manager and Artist. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

9. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the parties, or constitute either party the Manager of the other.

10. NOTICE

Any notice to be given by one party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that party may notify to the other "Party":

To the Manager:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

To the Artist:

Address: (Mention full name and address) _____

Attention: _____

Facsimile no: _____

11. AMENDMENTS OR MODIFICATION

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties.

12. NO WAIVERS

The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this "Agreement" will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further

exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. SEVERABILITY

If any provision of this “Agreement” is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this “Agreement” will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the “Party’s” intent.

14. EXECUTION IN COUNTERPARTS

This “Agreement” may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same “Agreement”.

15. GOVERNING LAW & FORUM

The validity, construction, interpretation of this “Agreement” shall be governed by and construed in accordance with the laws of India.

The parties hereby consent and agree to the exclusive jurisdiction to courts for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the
day and year first written above.

ARTIST

MANAGER

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Witness)

(Witness)