**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made, entered into and executed on this 10th March 2017 at Pune;

Between

**TIXDO MEDIA PVT LTD,** a company incorporated under the provisions of the Companies Act, 1956, 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 301, Pentagon 5, 4th floor, Magarpatta City Pune 411028 Maharashtra, INDIA and  hereinafter referred to as **Tixdo** (which expression shall, unless contrary to the context or meaning thereof, mean and include its affiliates, subsidiaries and assignees) of the **FIRST PART;**

And

**Ediletto** having its registered office at ….................................................................................................................................................................... and hereinafter referred to as   
**“Gratitude Run – 23rd April 2017”** (which expression shall, unless contrary to the context or meaning thereof, mean and include its affiliates, subsidiaries and assignees) of the **SECOND PART**

“Tixdo Media Pvt. Ltd.” and **“EDiletto”** shall be hereinafter, wherever the context may so require, collectively referred to as “Parties” and individually as “Party”;

**WHEREAS**

1. In consideration of having appointed Tixdo as a service provider in terms of this MOU, Tixdo hereby agrees and undertakes that it shall, through its ticketing platform website [www.Tixdo.com](http://www.Tixdo.com/) and Mobile Application, be responsible for managing sales for **“Gratitude Run – 23rd April 2017”**, an event/show organized by **EDiletto** from remote locations other than the venue, including but not limited to the following:

|  |  |  |
| --- | --- | --- |
| (i) | Sales through the Internet to be facilitated through the websites owned |  |
|  | or controlled by Tixdo accessible through computers or WAP and GPRS enabled mobile phones; |  |
| (ii) | Sales through voice channels to be facilitated by Tixdo |  |

1. **Deliverables from EDiletto:**
2. EDiletto, the organizer of Gratitude Run – 23rd April 2017 will provide online information to Tixdo regarding the details of the event to be held, number of tickets to be sold and the price of the ticket inclusive of all taxes.
3. EDiletto agrees to provide Tixdo’s visibility as on all its communications, with the current running campaign on all communications, Newspapers & SMS communications
4. EDiletto agrees that Tixdo via its website [www.tixdo.com](http://www.tixdo.com/) and Mobile Application shall be an Online ticketing partner for the event.
5. **Deliverables from Tixdo:**
6. Tixdo shall sell the tickets through their website [www.tixdo.com](http://www.tixdo.com/) and the payment for the same by the customers shall be made online.
7. Tixdo shall promote the event through its website and other marketing efforts as elaborated in scope of work using resources through the web.
8. Tixdo shall in good faith do its best to promote the event organized by EDiletto.
9. **Confidentiality**

Any confidential information that has been disclosed by either party to the other party shall be maintained in the strictest confidence and trust by the non-disclosing party. For the purpose of this clause Confidential Information includes all the details of this MOU, pricing of the event, details regarding sale and promotion of the event, promotion discounts, special offer etc. and the details of the customer/clients of Tixdo that may become known to EDiletto as a result of this MOU.

1. **Pricing**
2. The commission paid to Tixdo will be 5% of the total sale by Tixdo.
3. The end consumer may be charged a convenience fee of Rs.10 To Rs.20 on the /Ticket price.
4. **Payments**

The payment of tickets sold by Tixdo for the event shall be made via NEFT. Such payment shall be subject to deduction of commission payable to Tixdo.

The payment of the sale of tickets shall be made by Tixdo to EDiletto in the account mentioned below:

|  |  |
| --- | --- |
| Name |  |
| Account Number |  |
| Account Type |  |
| Bank and Branch |  |
| IFSC Code |  |

1. **Event Cancellation**
2. EDiletto will have to pay to Tixdo in addition to the commission of the tickets sold, 5% plus applicable government taxes as cancellation charges on the face value of the tickets sold till the official intimation of the cancellation is done. The payment for cancellation charges and commission has to be remitted by **EDiletto** in Tixdo’s bank account via NEFT/RTGS within 24 hours after cancellation of the event.
3. In the event of cancellation of the event, Tixdo shall refund the amount to the customers who have bought the tickets for the cancelled event.
4. **Jurisdiction and Dispute Resolution:**

All disputes arising under this Agreement shall be referred to arbitration which shall be governed by the Arbitration and Conciliation Act, 1956. The arbitration shall be conducted by a sole arbitrator to be appointed by mutual consent of the Parties and the place of Arbitration shall be Pune. The Proceeding of Arbitration to be conducted in English language.

1. **Intellectual Property Rights**:

EDiletto shall permit Tixdo to use their trademark for the sole purpose of representation as the Organizer of the event unless otherwise agreed upon. Similarly, Tixdo shall permit EDiletto to use their trademark for the sole purpose of representation as an Online ticketing partner on [www.tixdo.com](http://www.tixdo.com/) website and/or any other platform they shall use to promote the said event.

Other than the permission to use the trademarks for the sole purpose of representation, unless otherwise agreed in writing, the Parties severally undertake not to use or permit their respective personnel, agents, employees and representatives to use any of the intellectual property rights of the other Party in any sales, marketing or promotion related publications or advertisements or use such intellectual property in any manner except with the prior written approval of the other Party.

1. **Tenure and Termination**:

This MOU shall be valid for a period starting from 14th March to 23rd April 2017 (“Tenure”) unless terminated earlier as provided herein.

Either Party shall be entitled to terminate this MOU if the other Party commits breach of the terms, conditions, representations and warranties of this MOU and fails to cure the same within a period of 30 days from the date of receipt of notice to cure in this regard.

1. **Severability**:

Severability: Except as may be expressly provided to the contrary herein, each provision of this Agreement shall be considered separate and divisible, and in the event that any such provision is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect without being impaired or invalidated in any way.

1. **Force Majeure**:

No party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control, provided that it notifies the other parties as soon as practicable and uses its best efforts to resume performance.

1. **Amendment**:

This MOU may be modified, varied or amended only by a written instrument duly executed by the Parties respectively and signed accordingly.

1. **Notices**

Any notice or other communication that is required or permitted to be given under the terms of this Agreement ("Notice") must be in writing and will be deemed given (a) when personally delivered, or (b) when sent by RPAD to the addresses given above.

**For Tixdo Media Private Limited For EDiletto**

Authorized Signatory Authorized Signatory

Name: Name:

Designation: Designation: