

MEMORANDUM OF UNDERSTANDING

THIS M.O.U. IS MADE AND ENTERED INTO IN MUMBAI ON THIS _____ DAY OF DECEMBER 2009 BETWEEN;

Viva Infomedia Pvt. Ltd a Company , represented by its Managing Director Mr. Vikram Raichura and having its office at 242, Oshiwara Industrial Centre, Opp Oshiwara Bus Depot, New Link Road, Goregaon (West), Mumbai-400104, hereinafter referred to as "**Licensor**" (which expression unless repugnant to the context require include its heirs, administrators, successors and/or assigns) **OF THE FIRST PART;**

AND

_____ Individual/Firm/Company/other, represented by _____ and located at _____ hereinafter referred to as "**Licensee**" (which expression unless repugnant to the context require include its heirs, administrators, successors and/or assigns) **OF THE OTHER PART;**

The Licensor and Licensee **hereinafter** are referred to individually as the "**Party**" and collectively as the "**Parties**".

AND WHEREAS "LICENSOR" is the developer/dealers of various interactive CD-ROM/VCD/DVD **AND WHEREAS "LICENSEE"** has showed their interest to distribute and sale various interactive CD-ROM/VCD/DVD through various marketing channels

AND WHEREAS, parties have agreed to the terms and conditions, which the parties intend to, put on the record,

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1. It is agreed between the parties that this understanding shall be valid for the period of 1 (One) year from the date of its signing this MOU, which can be renewed by mutually agreed terms upon by the parties unless terminate at any time by Licensor or Licensee with prior notice of at least one month.
2. It is agreed between the parties that the LICENSOR will provide interactive CD-ROM/VCD/DVD and others from their catalogue, as may be mutually agreed between the parties, and as it will be available for marketing/ sales and distribution of various interactive CD-ROM/VCD/DVD through their marketing channel.
3. Licensor will provide interactive CD-ROM/VCD/DVD as per written order by Licensee.
4. LICENSEE hereby agrees, confirm and declare that they shall not sale, distribute such interactive CD-ROM/VCD/DVD; OTC (Over the Counter) through retail chain.

5. LICENSEE'S OBLIGATIONS: -

- i. LICENSEE shall order the required interactive CD-ROM/VCD/DVD in writing and Licensor shall provide; interactive CD-ROM/VCD/DVD within 15 days time from receipt of such order.
 - ii. Licensee shall make full payment in advance, on receipt of complete payment Licensor will deliver ordered interactive CD-ROM/VCD/DVD
 - iii. Licensor shall supply interactive CD-ROM/VCD/DVD with a sticker on it saying "Not to be sold in Retail Stores".
6. LICENSOR shall not be held liable for any charges, expenses, levies etc. at any time for non-compliance of any statutory provision by LICENSEE. It shall be sole liability of LICENSEE. LICENSEE shall comply with all rules, regulations, laws for selling, distributing such various interactive CD-ROM/VCD/DVD.
7. LICENSOR shall not be responsible for any complaint of purchaser for delayed delivery or otherwise. Licensee shall pay full amount, irrespective whether Licensee has received the amount from its purchase or not.
8. LICENSOR shall replace the interactive CD-ROM/VCD/DVD if any, found defective by the Licensee within stipulated time. Licensee shall not withhold any payments of Licensor.
9. This MOU will be governed by and be construed in accordance with the laws of India, subject to the jurisdiction clause hereunder. Will abide by copyright laws and shall ensure that the licensed content is not duplicated under any circumstances either in part/whole.
10. All disputes differences, which may arise between the parties shall be tried and entertained by the competent courts at Mumbai only.
11. It is mutually agreed that titles purchase may in exchanged against title if required by Licensee however such replacement/exchange will be against at par MRP value titles.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and year first above written.

Signed and Delivered
By "**LICENSOR**"
In the presence of

Director

Signed, accepted and
Confirmed by "**LICENSEE**"
In the presence of

Authorized Signatory

Witness:

1) _____

2) _____