

THIS COPYRIGHT LICENCE AGREEMENT is entered into on

BETWEEN

(1) whose principal place of business is at (the ***Licensor***)

(2) whose principal place of business is at (the ***Licensee***)

WHEREAS

(A) The Licensor has created a work in which copyright subsists entitled brief particulars of which are set out in Schedule 1 and is the legal and beneficial owner of the copyright.

(B) This Agreement has been entered into by reference to certain provisions contained in a sale and purchase agreement of today's date between the Licensor and the Licensee (the ***Sale and Purchase Agreement***).

(B) The Licensor has agreed to grant a licence to the Licensee to use and reproduce the copyright on the terms and conditions of this Agreement.

It Is Agreed as follows:

1. Definitions

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

Commencement Date means the date on which this Agreement shall commence as specified in Schedule 1;

Copyrights means the copyright and other rights of like nature granted in and throughout the world in the materials specified in Schedule 1_ or as otherwise specified by the Licensor from time to time;

Method of Payment means the method of payment of the Royalties payable by the Licensee to the Licensor as specified in clause 6;

Net Sales Price means the price charged or invoiced in respect of any Product after allowing normal trade discounts and any credits given by the Licensee for defective goods but excluding insurance, carriage, packaging and any taxes or duties on the Products provided that the sums are actually incurred or the discounts are actually given and that the sums may be readily determined by generally accepted accounting practices;

Products means the products specified in Schedule 1;

Quarter Day means 31 March, 30 June, 30 September and 31 December in each year;

Restricted Information means any information which is disclosed to the Licensee by the Licensor under or in connection with this Agreement, whether orally or in writing, and whether or

not the information is expressly stated to be confidential;

Royalties means the royalties payable by the Licensee to the Licensor specified in Schedule 1;

Schedule means Schedule 1 to this Agreement;

Standards of Quality means the dimensions, tolerances and other factors relevant to the manufacture of the Products together with the standard of quality of the Products and their manufacture, materials to be used, workmanship, design, packaging and storage as specified in Schedule 1 or which may otherwise be specified by the Licensor from time to time under clause 4.2.

Term means the Term of this Agreement as set out in clause 12;

Territory means the territory specified in Schedule 1;

Upfront Fee means the advance payment on account of the Royalties specified in Schedule 1.

2. Interpretation

2.1 The clause headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Any reference to an enactment (including without limitation any Commission Regulation) includes reference to it as already amended and includes a reference to any repealed enactment which it may reenact, with or without amendment, and to any future re-enactment and/or amendment of it which modifies, consolidates or replaces it in whole or in part whether expressly or by implication.

3. Licence

3.1 In consideration of the Licensee paying the Upfront Fee and the Royalties to the Licensor and observing and performing all of its obligations under this Agreement the Licensor grants to the Licensee a personal exclusive licence to reproduce the Copyrights on or in relation to the Products during the Term in order that the Licensee may manufacture and sell the Products for the duration of this agreement in the Territory including the right to reproduce the Copyrights in advertising and promotional material for the Products.

3.1 In consideration of the Licensee paying the Upfront Fee and the Royalties to the Licensor and observing and performing all of its obligations under this Agreement the Licensor grants to the Licensee a personal non-exclusive licence to reproduce the Copyrights on or in relation to the Products during the Term in order that the Licensee may manufacture and sell the Products for the duration of this agreement in the Territory including the right to reproduce the Copyrights in advertising and promotional material for the Products.

3.2 The Licensee shall not use the Copyrights in relation to any goods or services other than the Products during the Term or after it. Any extension to this Agreement to include products other than the Products shall be at the sole discretion of the Licensor.

3.3 The Licensee shall not actively solicit orders for the Products outside the Territory but it shall not be prohibited from accepting any unsolicited orders for the Products which it may receive

from other country; but the Licensor gives no warranty that the sale of the Products outside the Territory will not infringe any third party rights.

4. Conditions of Use and Quality of Products

4.1 The Licensee undertakes that:

- (a) it shall use the Copyrights only in relation to Products which conform to the Standards of Quality;
- (b) the Products shall conform to any statutory or other regulatory requirements in respect of them which may be applicable from time to time within the Territory; and
- (c) the Products shall not be defective in terms of workmanship, materials or otherwise and shall not be constructed of dangerous materials which are not suitable for any of the Products in relation to their intended or reasonably anticipated use.

4.2 The Licensor shall inform the Licensee of the Standards of Quality at the commencement of this Agreement and of any modifications as they may occur and shall give the Licensee such technical information and know-how which it may possess and which it considers may assist the Licensee to manufacture, package and store the Products in accordance with the Standards of Quality. The Licensee shall keep confidential, both during this Agreement and after its termination, any information supplied to it under the provisions of this clause which the Licensor designates as being confidential at the time it is supplied and shall, in any event, only make use of the information for the purposes of manufacturing, packaging and storing the Products under this Agreement.

4.2 The Licensor shall inform the Licensee of the Standards of Quality at the commencement of this Agreement and of any modifications as they may occur.

4.3 The Licensee further undertakes that:

- (a) it shall use the Copyrights (including without limitation the presentation of the Copyrights on the Products, containers, packaging, display, promotional and advertising material) in the form stipulated by the Licensor and shall observe any reasonable direction given by the Licensor as to colours and size of the representations of any of the Copyrights and their manner and disposition on the Products and their containers, packaging, display, promotional and advertising material;
- (b) all Products and packaging for them shall bear wording to the effect that they are made under licence from the Licensor and shall carry the notice required by the provisions of the Universal Copyright Convention, the precise terms and placing of which shall be reasonably requested by the Licensor;
- (c) it shall, when requested to do so by the Licensor, supply the Licensor with details of all complaints made by customers relating to the Products together with reports on the manner in which the complaints are being or have been dealt with and shall comply with any reasonable directions or recommendations given by the Licensor in respect of them;

(d) it shall be responsible for ensuring that all other requirements relating to labelling, packaging, advertising, marking and similar matters are complied with; and

(e) it shall consult with the Licensor as to the form and content of all advertising and promotional material in which any of the Copyrights appear and the Licensee undertakes not to use or distribute the material unless and until the Licensor has approved it.

4.4 Nothing contained in this Agreement shall entitle the Licensee to use the Copyrights as part of any corporate business or trading name or style of the Licensee.

4.5 The Licensee shall not alter in any way the Copyrights except to the extent absolutely necessary for use in relation to the Products.

5. Specimen Products and Inspection

5.1 The Licensee shall supply to the Licensor at least two months prior to the date of production samples of the Products together with all proposed containers, packaging, display, promotional and advertising material (including all signs and artwork in that respect) for the Licensor's prior approval (and such approval shall not be unreasonably withheld).

5.2 The Licensor shall use its reasonable endeavours to notify the Licensee within 21 days whether approval is given under clause 5.1 and/or shall notify the Licensee of the details of any modifications which the Licensor may reasonably require to ensure the proper depiction of the Copyrights on the Products and that the Standards of Quality are achieved.

5.3 If any new Products are to be made or produced by the Licensee during the Term or if the design or the Products are to be changed significantly whereby the application of the Copyrights or the quality of the Products are modified then new samples must be submitted to the Licensor for its approval under clause 5.1.

5.4 Failure by the Licensor to notify the Licensee of approval within the time period specified in clause 5.2 shall not be deemed to be approval.

5.5 For the purpose of ensuring that the Licensee is complying with the Standards of Quality:

(a) the Licensee shall as reasonably requested by the Licensor from time to time supply to the Licensor at the Licensee's expense samples of the Products for the purpose of inspecting and testing them; and

(b) the Licensor may itself or by its authorised representative on reasonable notice and at the Licensor's own expense visit the Licensee's premises during normal business hours to inspect the method of manufacture of the Products, the materials used, and the packaging and storage of the Products.

5.6 The Licensee shall ensure that all Products meet the Standards of Quality at all times and shall promptly take all steps to remedy any failure to achieve the Standards of Quality. If the Products are not approved by the Licensor under clause 5.1 the licensee shall without delay on receipt of notice from the Licensor:

- (a) withdraw those Products from production and sale;
- (b) correct or destroy those Products; or
- (c) remove the Copyrights from any Products which the Licensor directs.

The Licensor may inspect the corrected Products before they are marketed or sold.

6. Sales of Products, Price and Payment

6.1 The Licensee will use its reasonable endeavours to promote and sell the Products within the Territory throughout the whole of the Term.

6.2 If the Licensee has not commenced sale of commercial quantities of the Products within months after the date of this Agreement then the Licensor shall be entitled to terminate this Agreement without delay by written notice.

6.3 The Licensee guarantees to pay to the Licensor in each calendar year minimum Royalties set out in Schedule 1. In the event that the aggregate Royalties paid to the Licensor in respect of any calendar year shall be less than the minimum Royalty for that calendar year specified in Schedule 1, the Licensee shall within thirty days after the end of that calendar year pay to the Licensor the amount of deficiency.

6.4 The Licensee shall pay to the Licensor:

- (a) an Upfront Fee upon execution of this Agreement on account of the Royalties;
- (b) the Royalties 30 days following the end of the month of receipt by the Licensee.

6.5 The minimum Royalty specified in Schedule 1 in respect of each calendar year shall be increased by the same percentage as the percentage by which the index of retail prices shall have increased in the preceding calendar year. If the retail price index is not available for this purpose or if the basis of its calculation has materially varied then this calculation shall be performed by reference to another index which would reflect as closely as possible the adjustment that would have been made by reference to the retail price index.

6.6 If this Agreement shall commence or determine otherwise than at the beginning or end of a complete calendar year the minimum Royalty for the calendar year in which this Agreement shall commence or determine (as the case may be) shall be reduced to the same proportion of the minimum Royalty for the calendar year that reflects the number of days in that calendar year during which this Agreement has been in force.

6.7 If any Products are supplied by the Licensee otherwise than by way of sale or are sold by the Licensee to any person in any circumstances where for any reason the price is not fixed on the basis of a genuine commercial bargain at arm's length (for example on a sale to a connected undertaking) the Royalty payable shall be based on Net Sales Price which would be charged to an independent purchaser of the Products.

6.8 The Upfront Fee and the Royalties are quoted exclusive of taxes. Any taxes properly due on these amounts will be payable by the Licensee to the Licensor. If the Licensee is obliged by law

to deduct a withholding tax on the Upfront Fee or any Royalty it will provide the Licensor with a valid deduction certificate to enable the Licensor to obtain the benefit of any relevant double taxation treaty.

6.9 The Royalties and the Upfront Fee shall be paid in by banker's draft or certified cheque.

7. Records and Auditing

7.1 The Licensee shall within 30 days of the first Quarter Day following the Commencement Date and within 30 days of each following (or subsequent) Quarter Day provide a statement to the Licensor giving particulars of the sales of the Products during the preceding Quarter (or, in the first Quarter, during the period from the Commencement Date to the first Quarter Day) showing the quantity of the Products sold, the price charged, any discount or other rebates given, the Net Sales Price and the Royalty due together with any other particulars which the Licensor may reasonably require and shall pay the Royalties to the Licensor at the same time as rendering the statement. The Licensee shall not be entitled to deduct any discounts otherwise than in the normal and proper course of business on an arm's-length basis to a party unconnected with the Licensee or the Licensee's shareholders or directors. In those circumstances the Royalty shall still be calculated upon the proper full invoice price which would have applied to an unconnected party before the discount.

7.2 The Licensee shall keep accurate and detailed books and records of all quantities of Products which have been manufactured and all sales of the Products to enable the Licensor to check the accuracy of the information contained in the statements rendered to it under clause 7.1 and the Licensor shall be entitled at its expense to inspect those books and records itself or by its authorised representatives on reasonable notice during normal business hours and to take copies of or extracts from them, although this right shall not be exercisable in respect of a statement if no inspection has been made within three years of its being rendered to the Licensor. These rights may be exercised after termination of this Agreement. Any information about the business of the Licensee which the Licensor obtains as a result of an inspection and which does not relate to the Products shall be kept confidential by the Licensor insofar as it was not known to the Licensor prior to being obtained by the Licensor under this Agreement other than from a third party not in breach of a duty of confidence to the Licensee or the information otherwise enters the public domain through no act or default of the Licensor.

7.3 The Licensee shall supply to the Licensor within 60 days of the end of each year of this Agreement a certificate in writing by its auditors certifying the aggregate Net Sales Price of the Products sold or otherwise disposed of by the Licensee during the calendar year and the amount of Royalty due. If the amount falls short of the Royalty due for the year in question the Licensee shall remit the balance to the Licensor with the certificate. The rendering of the certificate shall not preclude the right of inspection given to the Licensor under clause 7.2.

7.4 Interest at the rate of 2% per annum over 's Bank base rate from time to time calculated on a daily basis will be charged on all overdue Royalty accounts from the due date of payment.

8. Warranty

8.1 The Licensee agrees, warrants, represents and undertakes that it will use its reasonable endeavours to exercise all reasonable skill, care and diligence in the discharge of its duties in

performing this Agreement.

8.2 The Licensors shall not be responsible for any tax, national insurance or other similar liabilities, in any jurisdiction, incurred by the Licensee, or arising out of the Licensee's activities.

8.3 Nothing in this Agreement shall be or be deemed to be a representation or warranty as to the existence, ownership, validity, enforceability or value of any of the rights licensed under this Agreement including, but not limited to, the right to use the Copyrights.

9. Insurance

9.1 The Licensee shall in relation to the Copyrights and the Products:

- (a) maintain at its expense, and in the joint names of itself and the Licensors, any insurance it may deem necessary to support its liabilities under the Agreement including, but not limited to, coverage for personal injury, contract and product liability;
- (b) hold the proceeds of the insurance to the benefit of the Licensors;
- (c) provide the Licensors with evidence of the insurance, upon request.

10. Ownership of Rights

10.1 The Licensee recognises that the Licensors are the owners in the Territory of the Copyrights and shall not at any time do or suffer to be done any act or thing which is likely to in any way prejudice the Licensors' title.

10.2 The Licensee further agrees that:

- (a) the Copyrights shall remain vested in the Licensors at all times in the Territory;
- (b) it shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Copyrights except under the terms of this Agreement and the Licensee further acknowledges that nothing contained in this Agreement shall give the Licensee any right, title or interest in or to the Copyrights save as granted under this Agreement;
- (c) it shall include in its advertisements and other media statements to the effect that the Licensors are the owners of the Copyrights.

10.3 The Licensee shall on request give to the Licensors or its authorised representative any information as to its use of the Copyrights which the Licensors may reasonably require.

10.4 The Licensors notify the Licensee that the author of the Copyrights has asserted his right to be identified as the author of the Copyrights and has not waived his right to object to derogatory treatment of the Copyrights.

10.4 The Licensors warrant that the right to be identified under the Copyright, Designs and Patents laws has not been asserted by the author of the Copyrights in any prior assignment of

the Copyrights and that the Licensor is not aware of any other assertion of that right made by an instrument in writing by the author.

10.4 The Licensor, being the author of the Copyrights, asserts his right to be identified as the author of the Copyrights.

10.4 The Licensor, being the author of the Copyrights, absolutely waives his right to be identified as the author of the Copyrights, and his right to object to derogatory treatment of the Copyrights.

11. Infringement

11.1 The Licensee shall without delay give written notice (in accordance with clause 20) to the Licensor of any of the following matters which come to its knowledge during the Term:

(a) infringement or suspected or threatened infringement of the Copyrights whether by imitation or otherwise; and

(b) any other form of attack on or claim to the Copyrights.

The Licensee shall not make any admissions in respect of these matters other than to the Licensor and shall furnish the Licensor with all information in its possession which may be reasonably required by the Licensor.

11.2 The Licensor shall have the right to assume the conduct of all actions and proceedings (whether in its own name or that of the Licensee) relating to the Copyrights and shall bear the costs and expenses of actions and proceedings. Any costs or damages received in connection with actions or proceedings shall be for the account of the Licensor.

11.3 The Licensee undertakes and agrees that it will indemnify and hold the Licensor harmless from and against all costs, liabilities and expenses (including, without limitation, legal costs, fees and expenses), actions, proceedings, claims, demands and damages arising from a breach of this Agreement by the Licensee and made or claimed by third parties in relation to the Licensee's use of the Copyrights on defective Products.

11.4 The Licensor shall indemnify the Licensee against each loss, liability and cost (including reasonable legal expenses) which the Licensee suffers or incurs as a result of or in connection with any claim against the Licensee that the use by the Licensee of the copyrighted work and other derivatives, in accordance with the terms of this agreement, infringes the Intellectual Property Rights or other rights of a third party.

12. Duration of Agreement

12.1 This Agreement commences on and, subject to earlier termination in accordance with clause 13, terminates automatically without notice on .

12.1 This Agreement commences on ? echo \$COMMENCEMENT_DATE; ?> and continues until terminated in accordance with clause 13.

12.1 This Agreement commences on and continues up to and including (the **Initial Term**), unless terminated earlier in accordance with clause 13. At the end of the Initial Term, or any subsequent term following a renewal under this clause (a **Renewed Term**), this agreement may be renewed for a period of one year by either party serving notice to that effect on the other no later than 30 days before the expiry of the Initial Term or the Renewed Term, as the case may be.

13. Termination

13.1 Notwithstanding the provisions of clause 12, on the occurrence of any of the following events, a party may (without prejudice to any other right or remedy) by written notice to the other party terminate this agreement with immediate effect:

(a) if the other party fails to pay within 90 days of it becoming due any sum payable under this Agreement; or

(b) if the other party commits a material breach of any material obligation under this Agreement, including a breach of any representation or warranty, and in the case of a breach which is capable of remedy fails to remedy it within thirty (30) days of receipt of notice from the first party of such breach and of its intention to exercise its rights under this clause; or

(c) a petition is presented, an application is made to relevant government authorities, or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or a winding up order is made against or a provisional liquidator or a liquidation committee is appointed with respect to the other party; or

(d) a creditor or the holder of a security interest takes possession of, or a liquidation committee, trustee or administrative receiver or similar officer is appointed in respect of, all or any part of the business or assets of the other party, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 7 days of being levied, enforced or sued out; or

(e) the other party is unable to pay or becomes unable to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts or the value of the Licensee's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, or a moratorium is declared in respect of the other party's debts; or

(f) any step, including a proposal, application, petition or order, the convening of a meeting or a resolution, is taken by the other party or any person with a view to a composition or arrangement or composition with, or any assignment for the benefit of, its creditors; or

(g) if the other party ceases or threatens to cease to carry on the whole or any material part of its business and any such cessation, in the reasonable opinion of the former party would be likely to affect adversely the other party's ability to observe and perform properly and punctually all or any of its obligations under this Agreement.

(h) If there is a change of control of the Licensee

For the purpose of clause 13.1(b), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to time of

performance.

13.2 Termination of this Agreement shall not release either of the parties from any other liability which at the time of termination has already accrued to the other party, nor affect in any way the survival of any other right, duty or obligation of the parties which is expressly stated elsewhere in this Agreement to survive such termination.

14. Effects of Termination

14.1 Upon termination of this Agreement for any reason, the rights and licence granted under this agreement to the Licensee shall cease and determine and the Licensee shall without delay discontinue any and all use of the Copyrights save that, with the Licensor's prior written consent, the Licensee may continue to sell the Products bearing the Copyrights in stock at the date of termination for 3 months provided that the Licensee shall comply with the terms and conditions of this Agreement in respect of the sales of the Products during the period (including the payment of Royalties on the sales).

14.2 Subject to clause 14.1 the Licensee shall upon termination of this Agreement for any reason:

- (a) no longer have any right to use the Copyrights;
- (b) promptly remove all indications of the Copyrights from the Products, invoices, quotations and other documents and labels or (where the deletion or removal is not reasonably practicable) destroy or, if the Licensor shall so elect, deliver to the Licensor or any other company, firm or person designated by the Licensor, all the Products and material bearing indications of the Copyrights in the possession under the control of the Licensee.

15. Confidential Information

15.1 Each of the parties shall both during and after the arrangements contemplated by this Agreement have terminated:

- (a) keep confidential the terms of this Agreement and all information, whether in written or any other form, which has been disclosed to it by or on behalf of the other party in confidence/or which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of the other party which is not directly applicable or relevant to the transactions contemplated by this Agreement); and
- (b) procure that its officers, employees and representatives and those of its subsidiary companies keep secret and treat as confidential all such documentation and information and shall obtain from all such officers, employees and representatives to whom any of such documentation and information is disclosed an undertaking in favour of the other party to keep the same secret and confidential (see Exhibit I).

15.2 Clause 15.1 does not apply to information:

- (a) which shall after the date of this Agreement become published or otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by the

other party to this Agreement in contravention of the obligations in clause 15.1;

(b) to the extent made available to the recipient party by a third party who is entitled to divulge such information and who is not under any obligation of confidentiality in respect of such information to the other party or which has been disclosed under an express statement that it is not confidential;

(c) to the extent required to be disclosed by any applicable law or by any recognised stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the party making the disclosure is subject, whether or not having the force of law, provided that the party disclosing the information shall notify the other party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before the disclosure must be made and shall take all reasonable action to avoid and limit the disclosure;

(d) which has been independently developed by the recipient party otherwise than in the course of the exercise of that party's rights under this Agreement or the implementation of this Agreement;

(e) which, in order to perform its obligations under or pursuant to this Agreement, either party is required to disclose to a third party;

(f) disclosed to any applicable tax authority to the extent required by a legal obligation or to the extent reasonably required to assist the settlement of the disclosing party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing party; or

(g) which the recipient party can prove was already known to it before its receipt from the disclosing party.

15.3 The provisions of this clause shall survive any termination of this Agreement.

16. Severability

16.1 Each provision of this Agreement and each part of any provision shall be severable.

16.2 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever the term or provision shall be devisable from this Agreement and shall be deemed to be deleted from this Agreement provided always that if the deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances (such agreement not to be unreasonably withheld or delayed by either party).

17. Waivers and Amendments

17.1 No failure or delay by the Licensor in exercising any right, power or privilege under this Agreement including (but not limited to) the right to terminate this Agreement under clause 13 shall operate as a waiver of that right, power or privilege, nor shall any single or partial

exercise by the Licensor of any right, power or privilege preclude any further exercise of any other right, power or privilege.

17.2 The rights and remedies provided for are cumulative and not exclusive of any rights and remedies provided by law.

17.3 No provision of this Agreement may be amended, modified, waived, discharged or terminated otherwise than by the express written agreement of the parties to this Agreement nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the party not in breach.

18. No Rights under Contracts for Third Parties

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

19. Governing Law and Jurisdiction

19.1 The parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith.

19.2 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, laws of Hong Kong Special Administrative Region.

19.3 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

20. Notices and Service

20.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- in the case of delivery by hand, when delivered;
- in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt;
- in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

20.2 The addresses of the parties for the purpose of clause 20.1 are as follows:

Licensor

Address:

E-mail:

For the attention of:

Licensee

Address:

E-mail:

For the attention of:

21. Entire Agreement

This Agreement sets out the entire Agreement and understanding between the parties in respect of the subject matter of this Agreement. This Agreement supersedes any Confidentiality Undertaking, Heads of Agreement or Memorandum of Understanding which shall cease to have any further force or effect. It is agreed that:

(a) no party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement;

(b) no party shall have any remedy in respect of misrepresentation or untrue statement made by any other party which is not contained in this Agreement nor for any breach of warranty which is not contained in this Agreement;

(c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

22. Force Majeure

Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any cause outside their reasonable control, and they shall be entitled to a reasonable extension of the time for performing the obligations as a result of the cause.

23. Assignment

23.1 No party shall nor shall it purport to assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, or sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the other party, such approval not to be unreasonably withheld or delayed.

As Witness this Agreement has been signed on behalf of the parties the day and year first above written.

SCHEDULE 1

- A Upfront Fee: [Amount]
- B Commencement Date:
- C Copyrights: [Describe the Copyright Work]
- D Products: [Describe the Products to be produced]
- E Royalties: [Insert the amount of Royalties]
- F Minimum Royalties: [Insert Minimum Royalties]
- G Method of Payment: Licensee to pay Licensor all monies due 30 days
after receipt of same by Licensee.
- H Standard of Quality: [Insert Standard of Quality Requirements]
- I Territory [Insert Territory Licensed]

EXHIBIT I

Confidentiality Letter

From: INDEPENDENT CONTRACTOR

To:

RE: ("the Work")

In consideration of your engagement of me to provide services specified in our agreement dated I hereby confirm that I will not at any time after this date divulge or communicate to any person

any secret or confidential information concerning the business, financial or contractual arrangements or other dealings or affairs of which shall be disclosed to me either by you or by virtue of the provision of my services to you save to the extent to which the confidential information shall (other than through any unauthorised disclosure by me) come within the public domain.

.....

Signed by