



CONTENT DISTRIBUTION AGREEMENT

This Agreement is made _____

Between:

Dekra-Lite Industries, Inc. ("DL") whose principal place of business is 3102 Alton Ave. Santa Ana, California and

_____ whose principal place of business is _____

BACKGROUND:

- A) DL is a company operating its business in the production, selling and licensing of Content.
- B) DL wishes to license its Content to the Distributor.
- C) Distributor is to act as a seller of the Content for its clients in the Territory, using its sales and marketing tools. No payment is made to DL by Distributor for use of Content.

THE PARTIES HAVE AGREED:

1. *Definitions*

In this agreement the following words shall have the following meanings:

Content	means any and all content now or in the future available for sale to any customer via web site, direct sale, catalog(s) or any other means of sale
Sale	means any sale of content to a third party whether or not for monetary consideration
Services	means the Distributor's means of distribution of content, including but not limited to web site, CD, direct mail, catalog(s), sale sheets, direct sales, and/or employees
Term	means the term defined in clause 3
Territory	<u>NO SET TERRITORY</u>



2. *Scope of the Agreement*

- 2.1 DL appoints the Distributor as its non-exclusive distributor of Content in the Territory.
- 2.2 DL agrees to provide Distributor with its own Content, created by DL and/or its employees and/or contracted artists.
- 2.3 Distributor agrees to distribute the Content via the Services and Distributor shall use its best endeavors to promote the Content through all media channels. Distributor shall provide DL with a list of any and all media channels via which the Content shall be provided.

3. *Term*

- 3.1 This Agreement shall terminate one year from the date of signature. Annual renewal if required.

4. *DL Obligations and Warranties*

- 4.1 DL shall maintain a database of Content and update the Content at regular intervals.
- 4.2 DL warrants that they are the owner of various copyrights, trademarks, and other intellectual property rights in accordance with and for the sole purpose of this Agreement.

5. *Distributor's Obligations and Warranties*

- 5.1 Distributor warrants that it shall only describe the Content as being “distributed by” and shall at no time purport that the Content is by the original artist.
- 5.2 Distributor warrants that it shall not use any Content (a) in a way not provided for within the Agreement, (b), in an illicit, illegal, or derogatory way.
- 5.3 Distributor warrants that it has the full authority to enter into this Agreement and to perform all of its obligations.
- 5.4 Distributor shall set up the Content for commercial usage and distribution throughout the Territory during the Term via its Services.
- 5.5 Distributor is responsible for the proper professional conduct in selling the Content.



5.6 Distributor shall discuss with DL the content of any press releases or other promotional materials relating to the Content prior to sending, mailing, or posting.

5.7 Distributor warrants that it shall not, under any circumstances, sub-license any or all of the Content to any third party without the prior written content of DL.

6. **Payment**

6.1 Unless and until otherwise amended, there is no payment from Distributor to DL/DLI for use of Content.

6.2 If payment terms change, DL with notify Distributor in writing, giving a 30-Day notice.

7. **Auditing**

7.1 Distributor shall keep complete and accurate records for the duration of the Term.

7.2 Distributor agrees that DL or its authorized representatives shall be permitted upon fourteen (14) days' notice to inspect at Distributor's business premises during normal working hours such records and to take copies or extracts from such records and give DL or its authorized representatives such assistance and access to such other records as may be necessary in order to verify accuracy.

8. **Indemnification**

8.1 Both parties agree to indemnify and hold harmless the other party from and against any and all claims, liabilities, and expenses arising as a result of or in connection with any breach of representation, warranty, act, and/or omission.

9. **Intellectual Property**

9.1 All intellectual property rights in the Content remain vested in DL. Distributor shall have a license to use DL intellectual property for the purpose of carrying out the agreement and only for the term of the agreement.

10. **Confidential Information**

10.1 Both parties hereby agree to treat the terms, but not the existence of the Agreement as confidential and agree not to disclose the contents hereof to any third party without the prior written consent of the other party.



10.2 Each party has provided and may provide from time to time confidential information to the other relating to each other's services etc. and each party hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not use or disclose, whether directly

or indirectly or indirectly, to any third party any such confidential information, other than as required to do so under this Agreement. The foregoing does not apply to information, which was already in the public domain or in as far as a party is required to do so under a governmental authority, statute, regulation, or law.

10.3 In the event of any such disclosure the disclosing party shall notify the other party as soon as possible prior to disclosure. Both parties agree that the provisions of this clause shall remain in effect following expiration or termination of this agreement.

11. Termination

11.1 If either party is in default of any of the provisions, which would entitle the other party to terminate the Agreement, the other party shall only be entitled to do so after the party in default has been given notice in writing specifying the nature of the default and has failed to remedy the same within thirty (30) days of the receipt of such notice

11.2 In the even that either party goes bankrupt, enters into liquidation, or has an administrator appointed over its assets the other party may serve notice to terminate this Agreement with immediate effect.

11.3 In the event that DL either, (i) reasonably deems it to their detriment commercially to continue supplying Content for the commercial holiday décor and/or commercial printing, (ii) is prevented by continuing issues to continue to provide Content DL shall be entitled to terminate the Agreement upon giving thirty (30) days' notice.

11.4 All monies outstanding upon expiration or termination shall become immediately payable, any use or exploitation of the Content shall cease immediately, and any and/or all rights granted shall revert to the party granting those rights unencumbered and free from claim by the other party upon such expiration or termination. Further any and all content must be destroyed and/or deleted from Distributor's system and/or possession.



12. Relationship of Parties

12.1 Nothing in the Agreement shall be construed to suggest that a partnership or joint venture exists between parties.

13. Assignment

13.1 Neither party shall be permitted to assign the Agreement and its obligations to any third party without first obtaining the others party's written consent.

14. Variation of Agreement

14.1 Any variation to this Agreement shall only be deemed to constitute part of this Agreement is such variation is in writing and is signed by both parties.

15. Notices

15.1 Any and all notices served hereunder shall be deemed to be served only if any such notice is served via registered post, fax, or a scanned doc with live signature(s) may be sent via email, and shall be deemed to be delivered two (2) days after the date of postage or on the date following the date on which it was faxed or emailed. For the avoidance of doubt any and all notices served hereunder shall be sent to the address as indicated above.

16. Force Majeure

16.1 Neither party shall be responsible to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

16.2 Events of force majeure include, but are not limited to, war, acts of government, natural disasters, fire, acts of God.

16.3 If an event of force majeure results in delay or non-performance by a party for a period of three (3) months or more, either party shall be entitled to terminate this Agreement with immediate effect.

17. Enforcement of this Agreement

17.1 This Agreement shall only be deemed as being legally binding when signed by both parties.



18. *Applicable Law and Jurisdiction*

18.1 This Agreement shall be governed by U.S. Law and the parties hereto submit to the exclusive jurisdiction of the Courts of the State of California, Orange County.



SIGNED BY THE PARTIES in duplicate.

For and on Behalf of DL

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

For and on Behalf of DISTRIBUTOR

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____