

## Multimedia Product Distribution Agreement

- IDENTIFICATION OF THE PARTIES
- PREAMBLE
- OBJECT
  - Grant of the Right to Distribute the Multimedia Products
  - Physical Distribution Within a Given Territory (OR: Market Segment)
  - Electronic Distribution Through the Internet
- CONSIDERATION
  - Royalties
  - Physical or Electronic Invoicing Address
  - Terms and Conditions of Payment
- SPECIFIC PROVISIONS
  - Representatives of the Parties
  - Electronic Communications
  - Obligations of the Developer
  - Obligations of the Distributor
  - Intellectual Property
    - Definitions
    - General Principle
    - Respect of Third Party Intellectual Property (By the Developer)
    - Respect of Third Party Intellectual Property (By the Distributor)
    - Physical Distribution License Granted to the Distributor (Software Products)
    - Electronic Distribution License Granted to the Distributor (Software Products)
    - Reproduction License Granted to the Distributor (Software Products)
    - Specific Conditions Regarding Reproduction of the Multimedia Products
    - Translation License Granted to the Distributor (Software Products)
    - Specific Conditions Regarding Translation of the Multimedia Products
    - User Sub-Licensees Granted to End Users (Multimedia Products)
    - User License Granted to the Distributor (Trademarks)
    - Approval of Promotional and Advertising Items
    - Specific Undertakings of the Distributor
    - Consequences of Failing to Comply with Undertakings
    - References to Intellectual Property Rights and Credits

- Right of First Refusal (Developer's Intellectual Property)
    - Right of First Refusal (Developer's Enterprise)
  - Confidentiality and Non-Disclosure Undertaking
  - Exclusivity Regarding the Physical Distribution of the Multimedia Products
  - Exclusivity Regarding the Electronic Distribution of the Multimedia Products
  - Exclusivity of the Distributor's Services
  - Undertaking Not to Compete
  - Reciprocal Undertaking Not to Solicit Personnel
  - Order Taking Through the Internet
  - Developer's Suggested Retail Price
  - Distributor's Purchase Orders
  - Sales Quotas to be Met by the Distributor
  - Relationship Between the Parties
  - Subcontracting
  - Additional Services
  - Representations and Warranties of the Distributor
  - Representations and Warranties of the Developer
  - Training Provided by the Developer
  - Technical Support Provided by the Developer
  - Multimedia Products Replacement Warranty
  - Security Defects, Operating Defects and Latent Defects
  - Revised or Updated Version of the Multimedia Products
  - New, Expanded or Improved Version of the Multimedia Products
  - Limitation of Warranty
  - Limitation of Liability
  - Clientele Developed by the Distributor
  - Personal Information Disclosed by the Distributor's Clients
  - Distributor's Books, Records and Vouchers
  - Verification by the Developer of Books, Records and Vouchers
  - Distributor's Reports to be Provided to the Developer
  - Transfer of Risks
  - Security Deposit
  - Other More Favourable Distribution Agreements
  - Interests
  - Change of Tax Rates or New Taxes
  - Collection Costs
  - Suspension of Purchase Order Processing in the Event of Failure to Pay
  - No Intermediary
  - Professional Fees Relating to this Agreement
- GENERAL PROVISIONS
    - "Force majeure"
    - Severability
    - Notices
    - Headings
    - Schedules
    - No Waiver
    - Cumulative Rights



- Entire Agreement
  - Amendments
  - Number and Gender
  - No Right to Transfer
  - Calculating Time Periods
  - Currency
  - Governing Law
  - Election of Domicile
  - Counterparts
  - Successors
  - Joint and Several Liability
  - Elapsed Time
  - Language
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- EFFECTIVE DATE
  - TERM
  - RENEWAL
  - TERMINATION
    - Grounds
    - Effects
    - Obligations of the Developer
    - Obligations of the Distributor
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- ACKNOWLEDGEMENT BY THE PARTIES
  - SIGNATURES OF THE PARTIES
  - SCHEDULE: SPECIFICATIONS