

VIDEO ON DEMAND AFFILIATION PROGRAM

Terms and Conditions

This VIDEO ON DEMAND AFFILIATION PROGRAM ("AGREEMENT") is made and entered into as of this [Date] of [Month], [Year], Among :

[Company X], French Company registered under number [...] with offices at [Address]

AND:

[Company Y], French Company registered under number [...] with offices at [Address]

Company Y must first read and agree to all of the following terms and conditions before Company Y may become a participant in the Company X affiliate program offered through the Website. Please read the following CAREFULLY.

This is a legal agreement entered into by Company X a French Corporation (hereinafter known as the "COMPANY") and the person or company interested in earning referral fees (hereinafter known as the "AFFILIATE") through the Company X Affiliate Program (hereinafter known as the "PROGRAM").

The following offer to the AFFILIATE to participate in the PROGRAM is subject to all the terms, conditions, limitations, and waivers below. Company Y acknowledge and agree that by participating in a COMPANY PROGRAM the AFFILIATE will be bound by all the terms and conditions in this AGREEMENT.

1. The Video on Demand Company's X Website <http://> (The Website) encourages production and distribution companies, as Professional videographers, directors, producers, and performers to submit their professional videos for posting on the Website. The Website maintains a vast library of Professional videos on the Internet. Company X will only consider Video Submissions in accordance with its guidelines. Types of Video Submissions accepted include, but are not limited to:

Action & Adventure
Anime & Animation
Biography
Children & Family
Classics Comedy
Documentary
Drama
Faith & Spirituality
Foreign Gay & Lesbian
Horror
Independent
Interview

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Music & Musicals
Romance Sci-Fi & Fantasy
Special Interest
Sports & Fitness
Television
Thrillers

2. Company X shall not post, transmit or otherwise make accessible on or through the Company Website any Video Submission that is: unlawful, harmful, threatening, tortious, defamatory, libelous, pedophilic, invasive of another's privacy, hateful, or malicious; actually harms, or has the possibility of harming, minors in any way; contains hate propaganda or promotes discrimination or violence against any people on account of their race, national origin, religion, age, gender, disability or sexual orientation; infringes any patent, copyright, trademark, service mark, trade secret, or other proprietary right of any other party; contains a software virus or any other code files or programs that are designed to or have the ability to interrupt, destroy, compromise or otherwise limit the functionality of any computer software or hardware or telecommunications equipment or otherwise violates any local, state, national or other applicable laws and regulations.

Company X shall NOT return Video Submissions unless agreed to IN WRITING and IN ADVANCE.

Company Y shall submit only ONE COPY of its video. Company Y may use the online "Manage Submissions" tool to list the movies in its current submission.

3. Submission Requirements. The Website can work with just about any file format. Submissions may be in:

- DVD- PAL or NTSC
- CD-ROM
- Beta SP - NTSC Only
- Mini-DV - PAL or NTSC
- Full Size DV - PAL or NTSC
- DVCam - PAL or NTSC
- VHS - PAL or NTSC

Other formats may also be accepted. If Company Y have another format not listed, Company Y shall e-mail Company X. The preferred format for the submission of the videos is MiniDV or DVD as it does not lose any quality resolution when Company X adds it to The Website. If Company Y submits video on a CD-Rom, it must be in either an .avi (preferred) or .mpg format. For the best transfer from CD-Rom, Company Y shall use the .avi format.

Residents of Europe and Asia submitting content may send PAL format as Company X has the equipment to encode from PAL.

Submission form must have current contact information: Company Y name, address, telephone number, email address, Photo ID contact.

All Submissions, Questions, and Comments Should Be Sent To:

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4. Rights Granted To the AFFILIATE By the COMPANY. Subject to the terms and conditions set forth in this AGREEMENT by the COMPANY, We grant to the AFFILIATE, the following:

4.1 The non-exclusive right to direct, refer or send visitors or users of the AFFILIATE'S Web site to Web sites owned, operated or controlled by the COMPANY.

4.2 A limited nonexclusive, nontransferable and revocable license to access and download promotional banners, and other promotional materials created by the COMPANY for use on the AFFILIATE'S Web site for the sole and exclusive purpose of advertising, marketing or promoting Web sites owned, controlled and/or operated by the COMPANY; however, the license herein granted shall automatically and immediately cease upon the termination of this AGREEMENT.

5. AFFILIATE'S Warranties To the COMPANY. In consideration of the COMPANY providing the AFFILIATE with PROGRAM benefits, you agree and warrant as follows:

5.1 That the AFFILIATE will at no time while participating in the PROGRAM, or using any materials provided to the AFFILAITE by the COMPANY, directly or indirectly display or include on Your Web site any advertising or advertising links of any kind which promote the COMPANY'S sites, other than those advertisements or ad links which have been pre-approved by the COMPANY, in compliance with this AGREEMENT, and which advertise the COMPANY'S or other sites, companies, products or other wide area network addresses which the COMPANY designates.

5.2 That the AFFILIATE will not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming" as a means of promoting the AFFILIATE'S Web site or for the purpose of directing or referring users to any Web sites owned, operated or controlled by the COMPANY. You further acknowledge and agree that the COMPANY has the right to immediately, and without notice, terminate the AFFILIATE'S participation in the Program if the COMPANY, in its sole and absolute judgment, concludes that you have engaged in the use of any form of mass unsolicited electronic mail solicitations, news group postings, password selling or trading, warez, IRC posting or any other form of "spamming". NOTE: THE COMPANY HAS ZERO TOLERANCE FOR SPAMMING. IF AN AFFILIATE SPAMS, THAT AFFILIATE'S PARTICIPATION IN THE PROGRAM WILL BE TERMINATED. THAT AFFILIATE WILL BE BARRED FROM FUTURE PARTICIPATION IN THE PROGRAM AND ALL FUNDS OTHERWISE DUE TO SAID AFFILIATE WILL BE FORFEITED TO THE COMPANY.

5.3 That the AFFILIATE will not copy or reproduce, alter, modify or change, broadcast, distribute, transmit or disseminate any banners or other promotional or advertising materials provided to the AFFILIATE by the COMPANY pursuant to this AGREEMENT and the PROGRAM in whole or in part, in any manner, at any time anywhere in the World except as authorized by the COMPANY in writing;



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5.4 That the AFFILIATE will only use promotional pictures and images provided by the COMPANY to promote sites that are included in the PROGRAM.

5.5 That the AFFILIATE will not, directly or indirectly, link any of the following content or material to any COMPANY Web site through any hyperlinks maintained or created on the AFFILIATE'S Web site:

(i) Obscene material, including without limitation any material depicting bestiality, rape or torture.

(ii) Any material which is displayed or transmitted in a way as to constitute harmful matter or indecent communications to minors;

(iii) Any material in which persons under the age of eighteen are depicted in actual, simulated or suggestive sexual situations;

(iv) Any material not fully in compliance with applicable laws and the Regulations promulgated thereunder;

(v) Any material which constitutes child pornography or matter which involves depictions of nudity or sexuality by an age inappropriate-looking performer (i.e. someone who looks younger than 18 years of age), or by a performer who is portrayed or made to appear to be a person under the age of 18 years of age by virtue of the script, make-up, demeanor, costuming or setting;

(vi) Any material which is threatening, abusive, hateful, defamatory, libelous, slanderous, scandalous or injurious to the reputation of any person or entity;

(vii) Any material which constitutes an infringement, misappropriation or violation of any person's intellectual property rights such as copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights, music synchronization and performance rights and dramatic and non-dramatic music rights;

(viii) Any program, file, data stream or other material which contains viruses, worms, "Trojan horses" or any other destructive feature, regardless whether damage is intended or unintended, which may cause damage to any computer equipment, loss or corruption of data or programs or inconvenience to any person.

5.6 That all materials of every kind, including photographic, videographic, audio and textual materials used in direct or indirect association with materials provided through the PROGRAM shall only be transmitted, distributed, broadcast and otherwise disseminated by the AFFILIATE to willing adults and shall at all times comply with contemporary community standards in the communities into which they are so disseminated.

5.7 That the AFFILIATE shall remain a PROGRAM participant until the AFFILIATE terminates participation in the program by notifying the COMPANY by E-mail of the AFFILIATE'S intent to terminate participation; or the AFFILIATE'S participation in the PROGRAM is terminated for any reason; or the PROGRAM is terminated for any reason.



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5.8 That the AFFILIATE will remain a PROGRAM participant in good standing at all times the AFFILIATE is receiving benefits or are otherwise participating in the PROGRAM.

5.9 That the AFILLIATE shall cease to be a participant in good standing and shall be subject to immediate termination of all benefits without prior notice if the AFFILIATE fails to perform under or breaches any part of this AGREEMENT.

5.10 That if the AFFILIATE'S participation in the PROGRAM is terminated for any reason, the AFFILIATE ceases to be a PROGRAM participant in good standing. If the AFFILIATE changes a Web site's URL or the AFFILIATE ceases to offer services on the Internet, the AFFILIATE shall immediately and permanently cease all use of all materials provided to the AFFILIATE by the COMPANY through the PROGRAM and that the AFFILIATE will remove all files containing materials provided to the AFFILIATE pursuant to the PROGRAM from your Web site.

5.11 That the AFFILIATE is a person or group of people over the age of 18 years.

5.12 That the AFFILIATE is the person or company who owns or is otherwise is entitled to contract on behalf of the entity that owns the rights to the AFFILIATE Web site.

5.13 That of those residing in the State of , only citizens or resident aliens of the State of may participate and must supply the COMPANY with a Tax ID or Social Security Number that is representative of, and exactly matches the payee name the AFFILIATE provides. The AFFILIATE'S failure to supply that information will constitute a basis for terminating this AGREEMENT and for forfeiting any commissions or fees to which you would otherwise be entitled under this AGREEMENT. To comply with Internal Revenue Service reporting requirements, the COMPANY uses a credit agency to verify and/or modify payee name information as warranted.

5.14 That upon termination of this AGREEMENT the AFFILIATE will immediately cease using the COMPANY'S marks and remove any materials supplied to the AFFILIATE or referring to the COMPANY, including without limitation any banner ads, from the AFFILIATE'S Web site.

5.15 That all the AFFILIATE'S warranties, indemnities and obligations, which by their nature are designed to survive termination, shall extend beyond the termination of this AGREEMENT.

6. Limitations of the AFFILIATE'S Participation in the PROGRAM. The AFFILIATE acknowledges and agrees that the PROGRAM, participation in the PROGRAM and PROGRAM benefits are subject to the following limitations:

6.1 The COMPANY shall at all times have the right, in its sole and exclusive discretion, to terminate the PROGRAM and any and all PROGRAM benefits relating to the AFFILIATE'S participation in the PROGRAM at any time and may do so with or without prior notice or cause.

6.2 The COMPANY, in its sole and exclusive discretion, shall have the right at any time to change or modify the PROGRAM, including without limitation, the right to pay the AFFILIATE in the Program based on "click-throughs" rather than a flat commission or fee for

a referral. If at any time the COMPANY changes the PROGRAM, the AFFILIATE shall have the right to withdraw and terminate participation in the PROGRAM.

6.3 The COMPANY has the right to terminate the AFFILIATE and any other person's participation in the PROGRAM at any time and may do so with or without prior notice or cause.

6.4 PROGRAM benefits are not transferable by the AFFILIATE and may only be used by the AFFILIATE in association with the AFFILIATE'S Web site while the AFFILIATE is participating in the PROGRAM and is a participant in good standing.

6.5 All PROGRAM materials, including, without limitation, all advertising banners, photographic materials, recordings, video, sound, and any other form of intellectual property provided to the AFFILIATE as part of this PROGRAM shall remain the property of the COMPANY and may not be copied or reproduced, altered, modified or changed, broadcast, distributed, transmitted or disseminated, sold or offered for sale in any manner, at any time anywhere in the World except as expressly authorized in writing.

6.6 The Website is a service mark or trademark of the COMPANY. All rights are reserved. Nothing herein shall be construed as a grant or assignment of any rights in any intellectual property owned, including, without limitation, any of its trademarks or service marks.

7. The COMPANY Benefits. For each person who becomes a subscriber to a Web site owned, controlled or operated by the COMPANY, and who has been tracked and verified as a "referral" to a COMPANY Web site from the AFFILIATE'S Web site, the AFFILIATE will receive a "referral fee".

7.1 The AFFILIATE will receive 20% (twenty percent) of future income derived from the referred customers' purchase of additional time or downloads on the PROGRAM'S websites, subject to the following limitation:

(a.) If at any time after an account is created, the referred customers account remains inactive, meaning the referred customer does not purchase additional time or downloads and/or log in to use free or purchased time, for six (6) months, the customers account will no longer be linked to the AFFILIATE'S account and the AFFILIATE will not be entitled to any future income derived from the CUSTOMER.

7.2 A "referral" from Your Web site which entitles the AFFILIATE to a "referral fee" shall be defined as follows:

(i) A person who has been directed to an authorized Web site owned, controlled or operated through the use of a hypertext transfer link residing on the AFFILIATE'S Web site which is in the form of a banner ad or other promotional link which automatically connects any person who clicks on said banner ad or other promotional link to a COMPANY Web site, and which banner ad or other promotional link has been supplied to the AFFILIATE as part of the Affiliation Program; and

(ii) A person who after having been directed to an authorized COMPANY Web site through the use of the hyperlink banner ad or other promotional link supplied to You residing on the AFFILIATE Web site has been converted into a subscriber, and



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(iii) A person shall not be deemed a "referral" entitling you to a commission or "referral fee" if that person leaves the COMPANY site after having been directed there through the hyperlink banner ad or other promotional link (which has been supplied to the AFFILIATE) on the AFFILIATE'S Web site, without becoming a subscriber, even if at some later time that same person returns to the COMPANY Web site, not through the banner ad or other promotional link (which has been supplied to the AFFILIATE) on the AFFILIATE'S Web site, and at that later time becomes a subscriber to the COMPANY'S referred site.

7.3 Company Y acknowledges and agrees the AFFILIATE shall not be entitled to a commission or referral fee for any subscriber who the AFFILIATE sent or referred to a the COMPANY Web site in violation of the terms of this AGREEMENT, or for any subscriber who does not fall within the terms of the AGREEMENT.

7.4 Company Y also acknowledges and agrees that the AFFILIATE shall not be entitled to a commission or referral fee from the COMPANY for any subscription that the COMPANY determines is the result of possible fraudulent activity. The AFFILIATE further acknowledges and agrees that the COMPANY shall have the right, in its sole and exclusive discretion, at any time to expand or modify what it determines to constitute possible fraudulent activity. Without limiting the foregoing, possible fraudulent activity shall include without limitation, the following circumstances or activities:

(i) Where the subscriber has used or attempts to use a credit card number which is in a negative data base;

(ii) Where there are multiple subscriptions from a single IP address within a short period of time;

(iii) Where there are sequential or multiple subscriptions under different names, or variations of the same name using the same credit card number, or sequential names or patterns of names using different credit card numbers;

(iv) Where there is a pattern of "bursting subscriptions" characterized by numerous subscriptions from a Web site in a relatively short time span (the "bursting period"), where there has been history of few subscriptions from that Web site before or after the bursting period.

(v) Where there has been an attempt to put through a credit card with a bin number that is listed in a negative bin number database;

(vi) Where there have been sequential or multiple attempts to register or subscribe from a credit card using the same bin number and sequential or multiple number strings to complete the credit card number.

(vii) Where the webmaster is promoting the PROGRAM the COMPANY will not credit webmasters for any traffic where the IP address is traced to the following countries: Azerbaijan, Bulgaria, Bahrain, Belarus, Brazil, China, Colombia, Cuba, Dominican Republic, Estonia, Egypt, Croatia, Hungary, Indonesia, Israel, Jordan, Kyrgyzstan, Kazakhstan, Lithuania, Latvia, Libyan Arab Jamahiriya, Morocco, Macedonia (The Former Yugoslav

Republic), Malaysia, Nepal, Pakistan, Poland, Romania, Russian Federation, Slovenia, Turkey, Ukraine, Uruguay, Yugoslavia, and Zimbabwe.

7.5 Company Y acknowledges and agrees that the COMPANY shall have the right to deny or withhold payment from the AFFILIATE and to terminate the AFFILIATE from the program if there have been an abnormal number of chargebacks or cancellations accounts, which have been referred to the COMPANY through Your Web site. You further acknowledge and agree that the COMPANY shall have the right, in its sole and exclusive judgment, to determine what constitutes an abnormal number of chargebacks or cancellations of accounts.

7.6 All commissions and referral fees due and payable hereunder shall be payable in the State of , in (euros, dollars) and shall survive termination of this AGREEMENT.

7.7 The COMPANY reserves the right, in its sole and exclusive discretion, at any time to alter or modify the PROGRAM including the method and terms of all payment benefits to the AFFILIATE. Upon notice of any change in benefits under the PROGRAM the AFFILIATE shall have the right to withdraw or terminate participation in the PROGRAM.

8. No Joint Or Collaborative Venture; Nothing in this AGREEMENT is intended by the COMPANY or the AFFILIATE to create or constitute a joint or collaborative venture or partnership of any kind between the COMPANY and the AFFILIATE, nor shall anything in this AGREEMENT be construed as constituting or creating any agency, employment relationship, joint or collaborative venture or partnership between the AFFILIATE and the COMPANY, its employees, agents or assigns.

8.1 Company Y acknowledges and agrees that the COMPANY shall have no control or ownership interests of any kind in the AFFILIATE'S business or the AFFILIATE'S Web sites.

8.2 Company Y acknowledges and agrees that the AFFILIATE shall have no financial or other interest in the COMPANY or any property owned by the Company, other PROGRAM participants, agents, successors, or assigns.

8.3 Company Y acknowledges and agrees that the AFFILIATE'S relationship with the COMPANY shall be restricted to matters pertaining to the PROGRAM exclusively and shall be governed entirely by the terms and conditions of this AGREEMENT.

8.4 Company Y acknowledges and agrees that the COMPANY has no direct or indirect control over the content of performances or services, the manner of performances or services, or the time or duration of provision of performances or services by the AFFILIATE on, at, or in association with the AFFILIATE'S Web site except as specifically set forth in this AGREEMENT.

8.5 The AFFILIATE further acknowledges that neither the COMPANY nor any employee, associate, agent, assign or successor of the COMPANY shall exert or provide any direct or indirect control over, monitoring of, supervision of, prior approval of, or review of the content appearing or otherwise distributed on, at or in association with the AFFILIATE'S Web site, and that the AFFILIATE shall be solely responsible for any legal liabilities or consequences resulting from the dissemination of that content on or through the AFFILIATE'S Web site.

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9. No Guarantees or Warranties of any Kind. The AFFILIATE acknowledges and agrees that the COMPANY makes no guaranties or warranties of any kind with respect to the PROGRAM or materials provided by, through or in association with the PROGRAM, and all materials are provided to the AFFILIATE "as is", and that use of the PROGRAM and associated materials, including, without limitation is solely at the AFFILIATE'S risk. The COMPANY disclaims all warranties, either express or implied including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose, with regard to the PROGRAM and any and all materials of every kind supplied to the AFFILIATE as part of this PROGRAM.

10. The COMPANY'S Limited Liability and Liquidated Damages. The AFFILIATE acknowledges and agrees that under no circumstances shall the COMPANY, its employees, independent contractors, authors, agents, representatives, assigns, and successors be liable to the AFFILIATE, or any other person or entity, for any direct or indirect losses, injuries or incidental or consequential damages of any kind (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) with regard to any link to any of the COMPANY Web sites, or arising from or in connection with the use of the Website Program materials, or due to any mistakes, omissions, delays, errors, interruptions in the transmission, or receipt of the COMPANY'S services, content or PROGRAM materials, including without limitation any losses due to server problems or due to incorrect placement of HTML.

10.1 Notwithstanding the foregoing express limitations of liability, the AFFILIATE acknowledges and agrees that should the COMPANY, its officers, employees, successors, or assigns be held liable to the AFFILIATE for damages, injuries or losses of any kind, directly or indirectly resulting from the AFFILIATE'S participation in the PROGRAM, that the total dollar amount of liquidated damages for any and all of the AFFILIATE'S claims, injuries, damages or losses shall not exceed a total of (euros / dollars).

11. No Representations of Success or Profitability. The AFFILIATE hereby confirms and acknowledges that the AFFILIATE has unilaterally decided to enter an Internet service business and acknowledges that it is a high-risk business. The AFFILIATE further confirms, acknowledges and expressly agrees that neither the COMPANY, any agent or representative of The COMPANY, nor any other person has at any time in the past, represented to the AFFILIATE or has otherwise directly or indirectly communicated in any manner to the AFFILIATE any guarantee, reassurance or any other communication of any kind regarding:

(a) the potential profitability or likelihood of success of the AFFILIATE'S participation in the PROGRAM as set forth in this AGREEMENT or otherwise;

(b) the possibility or likelihood that use of any products and/or services provided pursuant to this AGREEMENT can or will result in the recovery of any funds expended by the AFFILIATE for the promotion of the AFFILIATE'S Web site or any other purpose; or

(c) the existence, nonexistence, size or any other characteristics of any market for any products or services which involve the AFFILIATE'S participation in the PROGRAM pursuant to this AGREEMENT.

The AFFILIATE expressly acknowledges and agrees that the success of any business endeavors which involve the AFFILIATE'S participation in the PROGRAM pursuant to this

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AGREEMENT, like any other business endeavor, is subject to numerous factors, such as the effectiveness of advertising and promotion as well as the AFFILIATE'S own administrative capabilities, and that the ultimate success or failure of the AFFILIATE'S business rests with the AFFILIATE and not the COMPANY. The AFFILIATE further expressly agrees not to raise any claim of any kind against the COMPANY and the AFFILIATE agrees to hold the COMPANY harmless from any claim of loss to the AFFILIATE directly or indirectly resulting from the AFFILIATE'S decision to participate in the PROGRAM pursuant to this AGREEMENT.

12. No Monitoring or Supervision Provided by Us. The COMPANY shall not monitor, supervise or review, and shall not be responsible for any content appearing or otherwise distributed on, at or in association with the AFFILIATE'S Web site except for that content which is supplied to the AFFILIATE by the COMPANY, provided that said content supplied to the AFFILIATE by the COMPANY has not been altered or modified by the AFFILIATE or any other party.

13. Term and Termination of Agreement. The AFFILIATE acknowledges and agrees that the term of this AGREEMENT is at will, and this AGREEMENT and/or the PROGRAM may be terminated by the COMPANY, in its sole and exclusive discretion, at any time, without any advance notice and for whatever reason.

14. In the event this AGREEMENT or the PROGRAM is terminated by the COMPANY, the AFFILIATE shall be entitled to all unpaid commissions or referral fees earned by the AFFILIATE prior to the date and hour of termination. However, the AFFILIATE shall not be entitled to receive any commissions or referral fees for any "referrals" delivered or received after the date and time of termination.

15. Entire Agreement; Modification; Assignment This AGREEMENT constitutes the entire agreement between the AFFILIATE and the COMPANY with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral.

15.1 Company Y acknowledges and agrees that the COMPANY may, from time to time, in its sole and exclusive discretion, modify the type and quality of benefits provided to the AFFILIATE hereunder either with or without notice. The COMPANY may modify other terms and conditions at any time upon e-mail notice to the AFFILIATE or by posting at the COMPANY information web address,

15.2 Company Y acknowledges and agrees that no modification of this Agreement by the AFFILIATE or the AFFILIATE'S employees, representatives, agents, assigns or successors shall be enforceable or have any effect unless first reduced to writing and signed by a duly authorized representative of the COMPANY

15.3 Company Y acknowledges and agrees that no officer, employee or representative of the AFFILIATE or the COMPANY has any authority to make any representation or promise in connection with this AGREEMENT or the subject matter thereof which is not contained expressly in this AGREEMENT; and the AFFILIATE acknowledges and agrees that you have not executed this AGREEMENT in reliance upon any such representation or promise.

15.4 The AFFILIATE acknowledges and agrees that the failure of the COMPANY to enforce any of the specific provisions of this AGREEMENT shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder.

15.5 The AFFILIATE agrees that all promises, obligations, duties and warranties made by the AFFILIATE in this AGREEMENT are personal to the AFFILIATE and that neither they nor any benefits hereunder may be assigned by the AFFILIATE to any other person or entity.

15.6 The AFFILIATE agrees that the COMPANY may at any time, and without prior notice to the AFFILIATE, freely assign all or part of its duties, obligations, and benefits hereunder.

16. Choice of Law. The validity, performance and interpretation of the Agreement shall be governed by the internal laws of, without regard to its conflicts of law rules. Any dispute or claim arising under or with respect to this Agreement, which is incapable of resolution, will be resolved by the Courts of

16.1 This AGREEMENT is executed in the State of and all its provisions shall be governed by and construed according to the laws and judicial decisions of the State of

17. All Provisions of this AGREEMENT not Deemed Unenforceable Shall Survive. In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision.

18. This AGREEMENT Shall Be Deemed To Be Mutually Drafted. For purposes of construction of this AGREEMENT, both the COMPANY and the AFFILIATE shall be deemed to have mutually drafted this AGREEMENT and all parts thereof.

19. Review by the AFFILIATE'S Attorney. Company X strongly advise that the AFFILIATE review this AGREEMENT with the AFFILIATE'S lawyer / attorney before entering into it. The AFFILIATE acknowledges and agrees that nothing herein and no statement by the COMPANY or any employee, representative, agent or other person associated with the COMPANY has in any way prevented or inhibited the AFFILIATE from seeking such advice prior to entering into this AGREEMENT. You hereby acknowledge and agree that the terms of this AGREEMENT are reasonable and fair; all terms have been fully disclosed in writing, and that the AFFILIATE has been given a reasonable chance to seek advice of independent counsel with respect to this AGREEMENT and all transactions associated herewith.

ACCEPTED AND AGREED:

By:
Name:
Title:
Signature:

By:
Name:

Title:

Signature:

