

FANTASTIC MEDIA



Targeted marketing for a mobile world.

Blue Broadcaster Dealer Agreement

Between

Fantastic Media Ltd.

&

<Name>

THIS AGREEMENT is made on the <date>

BETWEEN:

Fantastic Media Ltd. ("the Principal")

Registered at

No. 2, 22 Museum Street,

Town Centre, Warrington. Cheshire. WA1 1HU.

AND

Company Name: ("the Dealer")

Address

.....

.....

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WHEREBY IT IS AGREED as follows:

1. Definitions

- 1.1. "Products" shall mean those products and services made available by Fantastic Media Ltd for re-sale, and any other subsequent products offered during the continuance of this agreement.
- 1.2. "Pricing" shall mean those prices listed in Schedule 1 and any other subsequent pricing issued during the continuance of this agreement.
- 1.3. "House Accounts" refer to those accounts as listed in schedule 2 that although situated within the Territory, will remain outside the scope of this agreement and as such will remain direct customers of the Principal for the purpose of the sale and support of Fantastic Media Ltd. products only.

2. Terms of Distribution

- 2.1. The Principal hereby grants the Dealer licence to distribute and sell it's Products during the continuance of this Agreement.
- 2.2. The price for the sale of the Products by the Dealer shall be set by the Principal who may revise such prices from time to time.
- 2.3. Nothing in the Agreement shall create a partnership or joint venture between the parties.
- 2.4. This Agreement or any rights duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.
- 2.5. The Principle grants the rights to the Dealer to appoint agents or sub-dealer partners. Such appointments shall not accrue any right's under this agreement nor shall such appointment's constitute a partnership or joint venture between the appointees and the parties to this agreement.

3. Contract Period

- 3.1. This Agreement shall remain in force for the period from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than the prior notice in writing.

4. Responsibilities

- 4.1. The Dealer shall during the continuance of this Agreement diligently and faithfully serve the Principal as its Dealer and use its best endeavours to improve the goodwill of the Principal when using the Principal Trademark and branding. The Principal undertakes to utilise its expertise and so diligently act in such ways as to improve the Goodwill and recognition of the Dealers business and the Products connected thereto.
- 4.2. The Principal warrants that he has good title to the Products supplied to the Dealer.
- 4.3. The Principal reserves the right to improve or modify the Products without prior notice but shall notify the Dealer of any modifications which affect the form or function of the Products or any permissions consents or licences obtained by the Dealer. The Dealer shall in such circumstances have the right to vary or cancel any orders placed for the Products prior to the receipt of such notification.
- 4.4. The Dealer shall not be entitled to cancel any orders on the grounds of 4.3 above, which can be met by the supply of Products not incorporating the improvements or modifications aforementioned. No compensation or damages for breach of contract shall be payable to the Dealer by reason of such improvement or modification.
- 4.5. During the continuance of this Agreement the Dealer shall not manufacture, sell or import any goods in competition with the Products and shall not be involved or interested directly or indirectly in any such

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manufacture sale or import. Such products will be deemed similar in form, function and specification to those manufactured by the Principal and represented by the Dealer where such products are not currently being represented by the Dealer at the date of this agreement.

- 4.6. The Parties will ensure that they conform to all legislation, rules, regulations and statutory requirements.
- 4.7. During the continuance of this Agreement the Dealer shall not solicit business from any clients with whom the Principal has had first point of contact where that correspondence related directly to the sale of the Products. Where conflict lies and verbal contact can not be proven, the party who supplies evidence in the form of the first dated written correspondence relating to the sale will prevail.
- 4.8. Unless otherwise agreed by the parties in writing the cost of all advertising and sales promotion shall be borne by the Dealer. This includes advertisements; articles, promotional events and trade show costs.
- 4.9. The Dealer shall ensure that the sales and marketing policies adopted by the Dealer shall not prove to be of a detrimental nature to the Principal's name and / or Goodwill in accordance with clause 4.1.
- 4.10. Neither party shall enter into or have authority to enter into any contracts, agreements or engagements or make any representation or warranty or incur any liabilities on behalf of the other or pledge the credit of or otherwise bind or oblige the other party thereto.

5. Intellectual Property

- 5.1. The Principal grants to the Dealer non-exclusive, irrevocable, royalty free licence to use its logo trademarks and trade names subject to the restrictions in Clause 5.2.
- 5.2. The Trade Mark shall not be used in any manner liable to invalidate the registration of the Trade Mark and the Dealer shall not permit them to be used by third parties or register any of the Principals patents, trade marks, trade or brand names, registered designs or other intellectual property rights without the prior consent of the Principal.
- 5.3. The Parties shall notify one another respectively of any unauthorised use of the other Parties Trade Mark or any known Patent infringements. At the request of the respective Party the other shall take part in or give assistance in respect of any legal proceedings and execute any documents and take any action reasonably necessary to protect the Trade Mark.
- 5.4. Those Trademarks, brand names, logos, designs and all other intellectual property rights belonging to the Dealer shall remain the property of the Dealer and may be used by the Principal from time to time throughout the period of this agreement upon the Principal obtaining the prior written consent of the Dealer, such consent not to be unreasonably withheld.
- 5.5. On expiry of this Agreement all licences referred to in this Clause 5 shall expire and the Parties agree to immediately cease use of the respective party's intellectual property.

6. Force Majeure

- 6.1. Neither parties shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes.

7. Termination

- 7.1. This Agreement may be terminated without prejudice to Clause 3 or any right or remedy either party may have against the other for breach or non-performance of this Agreement if any of the following circumstances arise:
 - 7.1.1. Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties

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under this Agreement and such breach remains un-remedied for 30 days after notice of such breach has been given by the non-defaulting party.

7.1.2. Where the conduct of the either Party is likely to have a serious or detrimental effect upon the other party's business, products and affairs.

7.1.3. Either party is unable or has no reasonable prospects of paying their debts, the amounts or aggregate amounts which equal or exceed the bankruptcy level within the meaning of the Insolvency Act 1986 or enters into a compromise for the benefit of their creditors, or being a company become subject to an Administration Order or goes into liquidation or has the Receiver of any of its property or assets appointed or ceases or threatens to cease to carry on trading.

7.1.4. Where the either party commits any acts of dishonesty, fraud or theft.

7.2. Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.

7.3. Upon termination of this Agreement for whatever reasons, the Dealer shall at the request of the Principal promptly return to his Principal all documentation in his possession or control relating to the specific nature and or form of the Products or the Principals business activities and affairs.

7.4. Upon termination neither party shall have further rights to use the Trade Mark or intellectual property of the other in any way whatsoever. Such rights to be forfeited in accordance with clause 5 of this agreement.

8. Notices

8.1. Any notice given by any of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, first class post, email or facsimile transmission to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the parties to each other.

8.2. Any such notices shall be deemed to be effectively served as follows:

8.2.1. In the case of service by pre-paid recorded delivery or business post courier service forty-eight hours after posting.

8.2.2. In the case of service by email or facsimile transmission on the next working day.

9. General

9.1. IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

9.2. The Schedules to this Agreement constitute an integral part thereof.

9.3. Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

9.4. No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

9.5. This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

9.6. Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

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10. Jurisdiction

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Signed by

Print Name

Duly Authorised on behalf of:

Company Name

Date

Signed by

Print Name Armando Coletta

Duly Authorised on behalf of:

Fantastic Media Ltd

Date

Schedule 1

Pricing

The principle grants to the dealer the following purchase prices for Probe products for specific resale into the Territory assigned to them by way of Schedule 2 of this agreement.

Dealer Price

Pricing does not include VAT charged at the standard rate, or delivery charged at cost.

Schedule 2

House Accounts

The following organisations shall be deemed as House Accounts within the Territory specified by the scope of this agreement:

- Any account where sale of the products has been made by the Principal prior to the date of this agreement.
- Any potential account where initial contact was made by the Principal or where the Principal was contacted directly by the client with no evidence of previous correspondence relating directly to sale of the Products from the dealer.