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CD-ROM DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> ("Commencement Date") between <<Company>> <<Address1>> <<City>>, <<State>>, <<PostalCode>> <<Country>> ("Developer") and <<CustCompany>>, ("Client"), and collectively referred to as the "Parties."

WITNESS

Whereas, Developer is in the business of offering Internet services relating to development of multimedia (Digital media graphic design, computer programming, web sites and CD-Rom presentations), and is willing to provide services to Client on the terms and subject to the conditions set forth below; and

Whereas Client desires to engage Developer, and Developer desires to be engaged by Client, to provide CD-Rom presentation services on the terms and subject to the conditions set forth below.

Now, therefore, the Parties hereby agree as follows.

1. Developer Services.

1.1 CD-Rom.

"CD-Rom" means such of CD-Rom, DVD, PAL, video and any other media format to which the parties elect to apply this Agreement.

1.2 Services.

Developer agrees to provide Client with services for development of a CD-Rom presentation (Presentation) as set forth or described in Schedule B hereto   (the "Presentation Services") and to provide Client with additional services, if any, set forth or described in Schedule E hereto and mutually agreed upon in writing by the Parties (the "Additional Services"). The Presentation Services and the Additional Services are hereinafter referred to collectively as the "Services". Client agrees that Developer is responsible only for providing the Services, and Developer is not

Client Initials _____ Developer Initials _____

responsible for providing any services or performing any tasks not specifically set forth in Schedule B or Schedule E hereto.

2. Presentation Development and Transfer.

2.1 Specifications and Client Content.

Developer, in consultation with Client, shall prepare detailed written specifications for the Presentation (the "Specifications"). The Specifications shall consist of, among other things, a design for the Presentation, a flow chart of the pages for the Presentation, programming and interactive feature requirements, and the placement of any content or other materials which are to be incorporated into the Presentation. The Specifications shall be subject to any restrictions or limitations set forth in Schedule E or Schedule F. The Specifications which have been mutually agreed upon by the Parties in writing shall be attached hereto as Schedule E and Schedule F. If the Parties are unable to agree in writing to mutually acceptable Specifications, after using good faith efforts, on or before 7 days after the Commencement Date, either party may terminate this Agreement by providing written notice to the other party. Such termination shall not relieve Client from the obligation of paying Developer for all fees due and owing to Developer as of the date of such termination.

2.2 Delivery of Client Content.

"Client Content" shall mean any materials provided by Client for incorporation in the Presentation, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Developer in an electronic file format specified and accessible by Developer (e.g., txt, gif) or as otherwise specified in the Specifications. Any services required to convert or input Client Content not set forth in the Specifications shall be charged as Additional Services. Client shall promptly deliver all Client Content to Developer as required by Developer.

2.3 Initial Version.

Upon Specifications being mutually agreed, and upon Developer's receipt of the Client Content and any fees called for in Schedule A hereto, Developer shall commence tasks associated with the development of the initial version of the Presentation ("Initial Version") and notify the Client of the URL (Uniform Resource Locator), if any, or other address of the Initial Version. If Client fails upon request or by the deadline set forth (if any) in Schedule A, to make the payment of any fees set forth in Schedule A, Developer may (i) by written notice terminate this Agreement immediately, (ii) keep Client's deposit (if any) and apply it towards any losses incurred by the Developer (iii) discontinue all or any Services rendered by the Developer under this or any other Agreement up to that point in time, including disabling any tracking, hosting or other services, and removing al web-site resources (if any). Developer shall use combinations of technology as Developer, in consultation with the Client, deems appropriate to develop the Presentation.

2.4 Revisions.

2.4.1   Client shall have 7 days, or such time as otherwise agreed by the Parties in writing, from the date of a written notice of completion of the Initial Version from Developer to review and request in writing from Developer revisions to the Initial Version. Upon receipt of such requests, Developer shall use commercially reasonable efforts to implement such revision requests that are within the scope of, and consistent with, the Specifications.

2.4.2   If Client wishes to implement any revisions to the Presentation that deviate in any material respect from the Specifications, Client shall submit to Developer a written change order containing (i) such revisions in detail and (ii) a request for a price quote for each change (collectively, the "Change Order"). Developer shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have 10 business days from receipt of such proposal to accept or reject Developer's proposal in writing. If Client accepts Developer's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Developer's proposal, shall amend and become a part of

the Specifications in Schedule E and Schedule F as appropriate and Schedule A hereto (Fee and Payment Schedule), and Developer shall proceed to implement such revisions in accordance with the Specifications and Schedule E and Schedule F as so modified.

2.4.3 If Client has not made any requests for revisions (i) by the end of 7 days from the date of written notice of completion of the Initial Version from Developer, or by such time as otherwise agreed by the Parties in writing, or (ii) within 10 business days from receipt of the Developer's proposal contemplated in clause 2.4.2, then the Developer's proposal shall be deemed accepted by Client ("Acceptance").

2.4.4 **Final Approval.** A final proof will be provided to Client prior to mass production or replication and or release of the CD-Rom and identified to the Client as such. Client assumes full responsibility to make sure that the final proof is correct in all capacities, including, but not limited to: grammar, spelling, information, content, artwork, copyright and functionality. Developer shall not be held responsible for errors or omissions.

2.5 Replication.

2.5.1 Upon Acceptance of the Presentation or Developer's proposal (as the case requires) and payment of all fees called for in Schedule A hereto, Developer shall commence replication of the Presentation and endeavour to deliver to the Client an operational Presentation no later than 60 days after acceptance.

2.5.2 Client must use Developer to replicate any additional Presentations produced on CD-Roms and may not replicate the Presentation on or through any other medium.

2.5.3 Client may not replicate any of the multimedia or artwork owned by the Developer without the prior written permission of Developer.

2.5.4 Client agrees that there may be differences between printed artwork and screen proofs of artwork, and artwork appearing on final mass duplicated CD-Roms replicated under clause 2.5.1 hereof.

2.5.5 Reverse Engineering. Client may not decompile, deconstruct or otherwise reverse engineer the Presentation, whether in whole or in part, without the Developer's prior approval.

2.5.6 Project Backups, Copies, or Source Maintenance. Developer shall only be responsible for maintaining backups, copies or other versions of any source or master files, whether developed by the Developer or not, for a period of one year from the date of this Agreement. Client agrees to hold the Developer harmless from any damage, loss of data, theft or other event that may occur to any photographs, source code, master or other digital files, digital media, print outs, documents or other Client Content given to Developer during the course of this Agreement. Client may arrange, in writing, for Developer to have copies to be maintained in escrow in the event Developer goes out of business, cannot maintain copies of source or master files, or as otherwise required by the Client.

2.6 Work Order Forms.

Subsequent to the execution of this Agreement by the Parties, in the event that Developer and Client agree that Developer is to perform additional tasks not in the original scope of Services hereunder, then the Parties shall execute a work order form (each an "Order Form") in the form attached hereto as Schedule F, at which time its terms shall be incorporated into and shall become a part of this Agreement and shall be subject to the terms and conditions hereof.

3. Proprietary Rights.

3.1 Proprietary Rights of Client.

As between Client and Developer, Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Developer any ownership right in, or license to, the Client Content, except as provided in Clause 3.2 of this Agreement.

3.2 Proprietary Rights of Developer.

Subject to Client's ownership interest in Client Content, all materials, including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided or created by Developer or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to Developer's products or services, shall remain the sole and exclusive property of Developer or its suppliers, including without limitation, all copyrights, trademarks, patents, database rights, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Developer Materials"). To the extent, if any, that ownership of the Developer Materials does not automatically vest in Developer by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Developer all rights, title and interest which Client may have in and to the Developer Materials. Client acknowledges and agrees that Developer is in the business of designing and developing Presentations, and that Developer shall have the right to provide to third parties services which are the same or similar to the Services provided hereunder, and to use or otherwise exploit any Developer Materials in providing such services.

3.3 Confidentiality.

Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as

provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

3.4 Developer Notices.

Unless otherwise agreed to in writing by the Parties, Developer shall have the right to place proprietary notices and logos of Developer and its suppliers on the Developer Materials and on the Presentation, including developer attribution to Developer's Presentations. In no event may Client remove or alter any Developer proprietary notice from the Developer Materials or the Presentation without Developer's prior written consent.

4. Licence.

4.1 Grant of Licence – Client.

Client hereby grants to Developer a non-exclusive, worldwide, royalty-free licence to edit, modify, adapt, translate, schedule, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

4.2 Grant of Licence – Developer.

Developer hereby grants to Client a limited, non-exclusive, worldwide, non-transferable, royalty free licence solely to make use of such of the Developer Materials which are incorporated in the Presentation and which are required for the operation of the Presentation. This licence does not include any source code forming part of the Developer Material. Developer hereby reserves for itself all rights in and to the Developer Materials not expressly granted to Client in the immediately foregoing sentence. In no

DEMO CONTRACT

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