

# Orgasmic Birth DVD Agreement

## LICENSING AGREEMENT

The following are the basic terms of the Licensing Agreement (the "Agreement") between Creative Life Systems Ltd., with an address at 6 Court Lodge, Lamberhurst, Kent, TN3 8DU ("Distributor"), and the undersigned ("Licensee"), in connection with the licensing of the documentary motion picture entitled *Orgasmic Birth* (the "Picture"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. GRANT OF RIGHTS

Distributor grants the Licensee, and the Licensee accepts from Distributor subject to the terms and conditions below, the non-exclusive, limited license under copyright (hereinafter referred to as the "License") to possess, promote, and exhibit the Picture solely in the following country or region United Kingdom (the "Territory"), in-house only, for non-theatrical exhibition (as such term is known in the industry) and/or educational use within an educational context in a classroom, gallery, library, lecture hall, museum, theater, or similar context, during the following date(s) (the "Date[s] of Use") by means of the DVD to be furnished by Distributor to Licensee. DATE(S) OF USE:

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### 2. PAYMENT

Licensee shall pay Distributor a non-refundable fee (the "License Fee") equal to the amount posted on the ordering page of Distributor's website for the applicable Territory at the time of execution of this Agreement, payable in Great Britain Pounds.

The License Fee shall include basic shipping charges for delivery of the DVD to Licensee by First Class Royal Mail or equivalent. Expedited shipping is available upon request for a supplemental fee.

### 3. DELIVERY

The DVD shall be shipped within 3 to 5 business days following full execution of this Agreement and Distributor's receipt of the License Fee. The DVD shall be in standard definition PAL format as specified on the order form. Delivery shall be made to Licensee's address as set forth below unless Licensee otherwise notifies Distributor in writing. All deliveries will be made by First Class Royal Mail or equivalent; if Licensee requests that delivery be made by other means, all shipment costs shall be billed to the Licensee. Licensee shall notify Distributor in writing specifying any defects in the DVD within 15 days of receipt. Any objections not made by Licensee within said time period can be deemed waived.

### 4. RESTRICTIONS

The Licensee understands and agrees that the Picture licensed hereunder by the Licensee may not be: (a) sub-licensed to any third party without the prior written consent of Distributor; (b) broadcast, cablecast, or webcast in any manner without the prior written consent of Distributor; (c) lent or transferred by the Licensee to any institution, venue, or individual without prior written consent from Distributor and without notifying such institutions, venues, or individual of the foregoing terms and conditions; or (d) edited, duplicated, or transferred to another format, including any analog, digital, or other electronic format, without the prior written consent of Distributor.

5. RESERVATION OF RIGHTS

The Licensee understands and agrees that the Picture is not being offered for sale, but is being licensed for use in the Territory for non-theatrical/educational purposes for a specific period of time at the venue of choice of the Licensee, with the copyright in the Picture remaining with the Owner, Sunken Treasure, LLC. All rights not expressly granted hereunder are reserved by Distributor/Owner. Notwithstanding the foregoing, Licensee is not obligated to return the DVD provided hereunder.

6. ENTIRE AGREEMENT

This Agreement, together with the Standard Terms and Conditions attached hereto as Exhibit A and incorporated by reference, shall constitute the entire agreement, whether written or oral, between the parties regarding the subject matter hereto and may be amended only in writing signed by both parties.

Licensee (group): \_\_\_\_\_

Creative Life Systems Ltd.

By (individual): \_\_\_\_\_

By: \_\_\_\_\_

Title (e.g., president): \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Standard Terms and Conditions

Standard Terms and Conditions of the License Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ 200\_\_ (the "Agreement") between Creative Life Systems Ltd. ("Distributor"), and the licensee party thereto ("Licensee"). The Agreement and these Standard Terms and Conditions shall constitute the entire agreement between the parties. Capitalized terms used herein and not defined shall have the meaning so ascribed to them in the Agreement. To the extent that these Standard Terms and Conditions are inconsistent with the terms in the Agreement, the Agreement terms shall govern.

1) **PROHIBITION AGAINST ASSIGNMENT:** Without prior written permission of the Distributor, Licensee shall in no event sub-license or otherwise transfer the rights in this Agreement to a third party including, without limitation, to a sister or parent company. If permission is granted, Licensee shall remain primarily liable for its obligations hereunder. Distributor has the right to assign all or any rights hereunder to any third party or entity and Distributor has right to assign its rights to receive monies without consent of Licensee.

2) **CUTTING AND EDITING:** Licensee shall not make or authorize any modifications to the Picture or any other materials provided by Distributor hereunder, and shall not make or authorize deletions, cuts, alterations, additions, or other modifications in the Picture and the Picture materials in any manner without Distributor's prior written approval, nor shall Licensee delete the copyright notice or the talent, writing, producing, and directing credits or any other contractually required credits from the Picture.

3) **LICENSEE WARRANTIES AND REPRESENTATIONS:** As an inducement to Distributor to enter into this agreement and grant the License provided for herein, Licensee warrants and represents that (a) it is an entity duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of the jurisdiction under which it was incorporated or organized, and has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) the titles, credits, copyright, and trademark notices appearing on the DVD delivered by Distributor to Licensee will appear in all exhibitions of the Picture by Licensee; (c) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Picture in any manner not specifically authorized hereunder; and (d) in the event Licensee becomes aware of any infringement of copyright or Distributor's rights in and to the Picture during the Term of this Agreement, Licensee will promptly advise Distributor of the same.

4) **DEFAULT/TERMINATION:** It shall be an event of default on the part of Licensee if: (a) Licensee shall fail or refuse to make the payment required to be made to Distributor pursuant to the Agreement; (b) Licensee breaches any representation, warranty, or covenant contained in the Agreement or these Standard Terms and Conditions; or (c) Licensee makes any assignment for the benefit of creditors, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or suffers a petition of bankruptcy to be filed against it or a receiver or trustee to be appointed for substantially all its assets. In the event of such default, Distributor shall have the right to terminate this Agreement ten (10) business days after written notice thereof to Licensee if Licensee shall not have cured the default within the ten (10) business day period, or immediately if it appears to Distributor that the default is incapable of being cured. The rights herein granted to Distributor shall be without prejudice to and in addition to all its respective rights and remedies at law or equity or otherwise.

- 5) **INDEMNIFICATION:** Licensee will, at its own cost and expense, indemnify Distributor, its assignees, successors, and licensees and hold them free and harmless from any and all loss, damage, liability, and expense, including reasonable outside attorneys' fees, resulting from any material breach of any warranties, representations, covenants, or agreements contained herein.
- 6) **NOTICES:** All notices required under this Agreement shall be in writing and delivered personally or shall be sent by certified or registered mail (return receipt requested), overnight courier service or facsimile with verbal and email confirmation of receipt to the address of the party for whom it is intended as set forth at the head of this Agreement or to such other address as such party may hereafter specify in a notice sent in accordance with the foregoing. Such notice shall be deemed received on the fifth day after it is sent by certified or registered mail, on the second day after it is sent by overnight courier service (i.e., next day) and on the day it is sent for notices sent by fax or personal delivery.
- 7) **NO WAIVER:** No waiver by either party of any breach of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.
- 8) **FORCE MAJEURE:** Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war, strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other similar cause beyond its reasonable control shall not constitute a breach of the terms of this Agreement, PROVIDED THAT such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.
- 9) **RELATIONSHIP OF PARTIES:** Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph. Neither party shall become liable by any representation contrary to the provisions hereof.
- 10) **BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.
- 11) **BENEFICIARIES:** This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
- 12) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to principles of conflict of laws, and both parties hereby submit to the exclusive jurisdiction of Kent County, UK. Neither party shall contest this forum/law selection clause in the event a dispute arises between the parties and either party seeks judicial resolution.
- 13) **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic transmission (e.g., a facsimile or pdf file) with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.