



Contract No:

Contract Date: 5th October, 2007

Author No:

EXCLUSIVE DISTRIBUTION AGREEMENT

THIS AGREEMENT is made by and between:-

1. Web Jingles Online ABN 49 640 659 021, whose registered office is at 3/268 Victoria Road, Drummoyne NSW 2047, Australia (“**WJO**”);

and

2., whose address is at (the “**Author**”).

THEREFORE, WJO and the Author (hereinafter referred to collectively as the “Parties” and individually as a “Party”) hereby agree as follows:

1. DEFINITIONS

The following words shall have the following meanings:

“**Agreement**” means this Agreement and all Schedules attached hereto.

“**Assignment Option**” means the option given to a User to acquire the Work as described in **clause 3.2** below.

“**Confidential Information**” means information that is by its nature confidential; and

- (a) is designated by a Party as confidential; or
- (b) a Party knows or ought to know is confidential,

but does not include:

- (c) information which is or becomes public knowledge other than by breach of the Agreement or any other confidentiality obligation.

“**Effective Date**” means the date on which this Agreement is signed by the Parties.

“**Fees**” means the charge to be calculated and paid by WJO to the Author in accordance with the terms of this Agreement and in particular **Schedule 2**.

“**Intellectual Property Rights**” means all intellectual property rights under statute or at common law or equity, including but not limited to (i) patents, copyrights, registered designs trade marks and any rights to have confidential information kept confidential; and (ii) any application or right to apply for any rights referred to in section (i).

“**License Option**” means the option given to a User to use the Work as described in **clause 3.1** below.

“**Loss**” means liabilities, expenses, losses, damages and costs (including but not limited to reasonable legal costs), whether incurred by or awarded against a Party.

“**Moral Rights**” means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in *the Copyright Act 1968* (Cth).

“**Personal Information**” has the meaning given to it in *the Privacy Act 1988* (Cth), which is as follows:

‘information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.’

“**Specified Acts**” means:

- (a) falsely attributing the authorship of any Work, or any content in the Work;
- (b) materially altering the style, format, colours, content or layout of the Work and dealing in any way with the altered Work;
- (c) reproducing, communicating, adapting, publishing or exhibiting all or any part of the Work; and
- (d) adding any additional content or information to the Work.

“**Term**” means the duration of this Agreement as set out in **clause 2.2**.

“**Users**” means the end-users of the Work.

“**Website**” means the website managed and used by WJO to make the Work available to Users online through the License Option and the Assignment Option.

“**Work**” means a short musical piece created by the Author for use as a jingle as described in **Schedule 1**.

2. APPOINTMENT AND TERM

2.1 The Author wishes to appoint WJO and WJO hereby agrees to act as the exclusive distributor of the Work during the Term for and on behalf of the Author in accordance with the terms and conditions set out in this Agreement.

2.2 The Term of this Agreement starts on the Effective Date and ends upon termination of this Agreement in accordance with **clause 7**.

3. SCOPE AND METHOD OF DISTRIBUTION

The Parties agree that WJO is hereby expressly authorised by the Author to distribute the Work to the Users by way of (i) a License Option subject to the terms set out in **clause 3.1** below and/or (ii) an Assignment Option subject to the terms set out in **clause 3.2** below.

3.1 License Option

In consideration of the payment of the applicable Fees and subject to the terms and conditions of this Agreement, the Author hereby grants to WJO an exclusive, perpetual, worldwide, fully paid up, royalty free and transferable license to publish, distribute, display, transmit, broadcast, use or otherwise make available the Work or any adapted version of the Work to any User through the Website or by other means, including the right to grant a sub-license to any User (including several concurrent

Users) to do the same (but not to further sub-license the Work), subject to the terms set out in **Schedule 3** of this Agreement.

Such sub-license(s) will be arranged by WJO exclusively and the Author hereby agrees not to grant any license to any person to use the Work or any adapted version of the Work in any way and for any purpose whatsoever during the Term without the prior written consent of WJO.

3.2 Assignment Option

In consideration of the payment of the applicable Fees and subject to the terms and conditions of this Agreement, the Author hereby unconditionally and irrevocably consents to the assignment of all its existing and future Intellectual Property Rights in the Work or any adapted version of the Work to the relevant User, in accordance with **Schedule 4** of this Agreement.

Such assignment will be arranged by WJO exclusively and the Author hereby agrees not to assign or otherwise transfer any of its existing and/or future Intellectual Property Rights in the Work or any adapted version of the Work to any person without the prior written consent of WJO.

The foregoing will not apply if the Author decides to limit the distribution of the Work to the License Option only. In such case, WJO will not arrange for the assignment of the Work and **Schedule 4** will be void.

3.3 Delivery of the Work

The Author shall deliver the Work to WJO in the medium (including electronic) and format to be agreed upon by the Parties. Prior to such delivery, the Author must ensure that the Work is not in the possession of any other person or available to the general public by any means whatsoever (including without limitation via the Internet).

4. FEES

- 4.1 WJO agrees to pay the Author the applicable Fees for the Work in accordance with the terms set out in **Schedule 2**.
- 4.2 The Fees are exclusive of GST (when applicable). If GST is or becomes payable on the supply of the Work, WJO will pay an additional amount equal to the amount of GST payable on that supply as calculated in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), subject to the receipt of a correctly rendered tax invoice.
- 4.3 Subject to **clause 4.2**, the Fees are inclusive of all taxes, levies, duties and other costs related to the Work and WJO will have no obligation to pay any amount to the Author in excess of the Fees.

5. WARRANTIES

- 5.1 The Author represents and warrants that:
 - (a) it has the right to enter into this Agreement;
 - (b) it has all rights, title, licences, interests and property necessary to lawfully supply the Work (including all necessary copyright and other Intellectual Property Right permissions from third parties necessary for making any third party material available as part of the Work for the purpose of this Agreement);
 - (c) the Work will be free from material faults and virus. The Author will

- otherwise use all reasonable efforts to promptly report the fault or virus to WJO and take all necessary action to eliminate them from the Work; and
- (d) the Work, and WJO or any User's use of the Work, will not infringe the Intellectual Property Rights of any person.

5.2 If someone claims, or WJO reasonably believes that someone is likely to claim, that all or part of the Work infringes their Intellectual Property Rights, the Author must, in addition to the indemnity under **clause 7** and to any other rights that WJO may have against it, promptly, at the Author's expense:

- (a) use its best efforts to secure the rights for WJO to continue to use the affected Work free of any claim or liability for infringement; or
- (b) replace or modify the affected Work so that the Work or the use of it does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Work.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Under the License Option

Subject to the terms of **clause 3.1**, all Intellectual Property Rights in the Work will vest in the Author and WJO will not own any Intellectual Property Rights in the Work or any adapted version of the Work.

6.2 Under the Assignment Option

Subject to the terms of **clause 3.2**, all Intellectual Property Rights in the Work will vest in the relevant User and WJO will not own any Intellectual Property Rights in the Work or any adapted version of the Work.

6.3 Moral Rights

To the extent permitted by applicable laws and for the benefit of WJO and any User (under the Assignment Option set out in **clause 3.2**), the Author hereby irrevocably and unconditionally gives genuine consent to the use of the Work for the Specified Acts, even if such use would otherwise be an infringement of its Moral Rights. For avoidance of doubt, the Parties agree that WJO will not acknowledge the Author as the source of the Work.

6.4 Use of Name

The Author agrees that it will not, without WJO's prior written consent in each instance:

- (a) use in advertising, publicity or otherwise WJO's name or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by WJO; or
- (b) represent directly or indirectly, that the Work has been approved or endorsed by WJO.

7. INDEMNITY

7.1 The Author will indemnify, defend and hold harmless WJO from and against any and all Losses sustained or incurred by WJO as a result of a claim made or threatened by a third party arising out of or in connection with:

- (a) any negligent, unlawful or wilfully wrong act or omission of the Author;
or

- (b) an allegation that all or part of the Work (including the use of the Work by WJO or any User) infringes the Intellectual Property Rights or Moral Rights of the third party. For the purposes of this clause 7.1(b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of *the Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of *the Copyright Act 1968* (Cth) and section 25 of *the Circuit Layouts Act 1989* (Cth), constitute an infringement.

7.2 Where WJO wishes to enforce an indemnity under **clause 7.1**, it must:

- (a) give written notice to the Author as soon as practical;
- (b) make reasonable efforts to mitigate the relevant Loss;
- (c) subject to the Author agreeing to comply at all times with **clause 7.3**, permit the Author, at the Author's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any settlement negotiation or litigation that may follow; and
- (d) in the event that the Author is permitted to handle negotiations or conduct litigation on behalf of WJO under clause 7.2(c), provide all reasonable assistance to the Author in the handling of any negotiations and litigation.

7.3 In the event that the Author is permitted to handle negotiations or conduct litigation on behalf of WJO under clause 7.2(c), the Author must:

- (a) comply with applicable laws relevant to the conduct of the litigation and any settlement negotiation, as if the Author were WJO, and any reasonable directions notified by WJO;
- (b) keep WJO informed of any significant developments relating to the conduct of the defence or settlement of any claim; and
- (c) provide to WJO such information and documentation as are reasonably requested by WJO, to enable WJO to ascertain whether the defence or settlement by the Author of any claim is being conducted in accordance with applicable laws.

8. LIABILITY

8.1 The liability of a Party for breach of this Agreement, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Agreement, will be determined under the relevant law in Australia that is recognised, and would be applied, by the High Court of Australia.

8.2 Subject to **clauses 8.3, 8.4 and 8.5**, the liability of each Party arising out of or in connection with this Agreement is limited to the amount of the Fees.

8.3 Any limit on the liability of each Party under **clause 8.2** does not apply in relation to liability relating to:

- (a) personal injury (including sickness and death);
- (b) loss of, or damage to, tangible property;
- (c) an infringement of Intellectual Property Rights;
- (d) a breach of any obligation of confidentiality or privacy;
- (e) an indemnity given under this Agreement; or
- (f) any breach of statute or any wilfully wrong act or omission including, in the case of the Author, any act or omission that constitutes repudiation of the Agreement.

8.4 The liability of a Party (**Party A**) for any Losses incurred by the other Party

(Party B) will be reduced proportionately to the extent that:

- (a) any negligent act or omission of Party B; or
- (b) any failure by Party B to comply with its obligations and responsibilities under this Agreement,

contributed to those losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

- 8.5 In no event will either Party be liable to the other Party for any special, indirect, incidental or consequential damages (including loss of business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), under an indemnity or otherwise and whether or not such Party has been advised of the possibility of such loss or damage.

9. TERMINATION

- 9.1 Notwithstanding any other provisions, either Party shall have the right to terminate this Agreement in any of the following events:

- (a) if the other Party commits a material breach of any of the terms or conditions of this Agreement and fails to remedy the breach within thirty (30) days of being required by the Party to remedy; or
- (b) if the other Party is unable to pay its debts as they fall due or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debts; or
- (c) if there is a merger, combination, consolidation or amalgamation of the other Party with any other firm or corporation or shareholder control of the other Party changes to another person or corporation.

- 9.2 Notwithstanding **clause 9.1** above, WJO will have the right to terminate this Agreement immediately should the Author fails to comply with its obligations under **clause 3**.

- 9.3 WJO may, at any time, by notice, terminate this Agreement for convenience. In such case, WJO will only be liable for payments of the applicable Fees payable up to the effective date of termination. However, WJO will not be liable to pay any compensation to the Author under this clause for costs attributable to the termination of the Agreement by WJO for convenience. For avoidance of doubt, the Parties acknowledge and agree that the Author is not entitled to compensation for loss of prospective profits.

- 9.4 Termination of this Agreement does not affect any accrued rights or remedies of a Party. The following clauses survive the termination and expiry of this Agreement:

- (a) Clause 5 (Warranties)
- (b) Clause 6 (Intellectual Property);
- (c) Clause 7 (Indemnity);
- (d) Clause 8 (Liability);
- (e) Clause 10 (Confidentiality and Privacy); and
- (f) Clause 11 (Dispute Resolution).

10. CONFIDENTIALITY AND PRIVACY

- 10.1 Neither party shall at any time, either during the Term or thereafter, disclose to any third party any Confidential Information relating to the affairs of the other

Party or the Work or any business operations carried on by the other Party or the method of carrying on such business operation, without the other Party's prior written consent. Each Party will only use confidential information of the other Party for the purposes of performing its obligations under this Agreement and only disclose confidential information to those persons who need to know and who have been expressly directed to and have agreed to keep that information confidential.

10.2 The obligations imposed on the Parties under this clause 10 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) is authorised or required by law, including under this Agreement, under a licence or otherwise, to be disclosed; or
- (c) is in the public domain otherwise than due to a breach of this clause 10.

10.3 In addition to the above confidentiality obligations, both Parties agree:

- (a) to use or disclose Personal Information obtained in connection with this Agreement only for the purposes of this Agreement and in accordance with the Privacy Act and WJO's privacy policy (as amended and made available on the Website from time to time);
- (b) to immediately notify the other Party if it becomes aware of a breach or possible breach of any of the obligations contained in this clause;
- (c) to ensure that any User or other third party who is required to deal with, or has access to, Personal Information for the purposes of this Agreement is made aware of, and requested to comply with, the obligations of the Parties set out in this clause.

11. DISPUTE RESOLUTION

11.1 This Agreement will be governed by the laws of New South Wales (Australia).

11.2 Any dispute, controversy or claim arising out of this Agreement shall first be referred to the Australian Commercial Dispute Centre ("ACDC") and resolved under the ACDC rules (except proceedings for urgent interlocutory relief). The Party claiming that a dispute has arisen must give the other Party notice setting out details of the dispute. The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a binding decision on a Party to the dispute except if the Party agrees in writing. Unless agreed by the mediator and Parties, the mediation must be held within 21 days of the request for mediation. The Parties must attend the mediation and act in good faith to genuinely attempt to resolve the dispute. The place of mediation shall be in Sydney, New South Wales.

11.3 Any information or documents disclosed by a Party under this clause must be kept confidential and may only be used to attempt to resolve the dispute. Each party must pay its own costs of complying with this clause and both Parties must equally pay the costs of any mediator.

11.4 A Party to a dispute may terminate the dispute resolution process by giving notice to the other Party after it has complied with this clause 11. If a Party to a dispute breaches this clause 11, the other Party does not have to comply with this clause in relation to the dispute.

12. RELATIONSHIP OF PARTIES

12.1 The relationship between WJO and the Author is that of independent parties.

WJO shall under no circumstances be deemed to be an agent or representative of the Author. Each Party undertakes that it shall not enter into any contracts or commitments in the name of or on behalf of the other Party, nor shall either Party bind the other Party in any respect whatsoever.

- 12.2 WJO agrees to use its reasonable endeavours to promote the distribution and use of the Work through the Website, provided however that the Website will not always be available and error-free.

13. MISCELLANEOUS

- 13.1 Any notice required to be given by any Party hereto to the other Party shall be deemed validly served by hand delivery or by e-mail or by prepaid registered letter sent through the post to its address given herein or such other address as may from time to time be notified for this purpose, and:

- (a) any notice served by hand shall be deemed to have been served on delivery;
- (b) any notice served by facsimile transmission shall be deemed to have been served on transmission if a transmission report can evidence such transmission; and
- (c) any notice served by prepaid registered letter shall be deemed to have been served forty-eight (48) hours after the time at which it was posted (or ten (10) days later if overseas) and in proving service it shall be sufficient to prove that the notice was properly addressed and delivered or posted, as the case may be.

- 13.2 Failure by a Party to require strict performance of any of its terms and conditions hereunder, or delay in exercising any of its remedies, shall not constitute a waiver of such terms and conditions or a waiver of any default, nor of the remedy.

- 13.3 The terms and conditions contained herein constitute the entire agreement between the Parties and shall supersede all previous communication, either oral or written, between the Parties with respect to the subject matter hereof.

- 13.4 The captions appearing herein are for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

- 13.5 This Agreement:

- (a) shall not be assigned by any Party hereto without prior written consent of the other Party; and
- (b) may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

- 13.6 This Agreement and all Schedules attached hereto are all binding to both Parties. However if there is any contradiction in meaning between the Agreement and the Schedules attached, the terms of the Agreement shall prevail. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

- 13.7 Neither the expiration nor termination of this Agreement shall release either Party from their respective obligation to perform any duty or to discharge any liability that had been incurred prior to the expiration or termination of this

Agreement.

13.8 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.9 Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable for any failure or delay in the performance of its obligations hereunder due to any cause beyond its reasonable control.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year inserted below:

SIGNED by:



Name: Stephane P.A Albert
Title: Director
Date: 8th October 2007

For and on behalf of **Web Jingles Online**

SIGNED by:

Name of Author:
Title:
Date:

For and on behalf of

SCHEDULE 2

FEES

1. FEES

The Fees represent the consideration payable by WJO to the Author in connection with the supply of the Work in accordance with the terms of this Agreement. The Fees represent the only payment obligation of WJO to the Author in relation to the Work and are not royalties. Should the Author wish to receive royalties for the supply and use of the Work in connection with this Agreement, it will need to approach APRA in order to register the Work, provided that the Author must cancel such registration if the Work is assigned to a User under the Assignment Option.

A. License Option

	LICENSE TERM	LICENSE COST FOR USER	APPLICABLE FEES
1	Two months	AUD \$10	AUD \$7
2	Six months	AUD \$25	AUD \$17.5
3	Twelve months	AUD \$40	AUD \$28
4	Twenty-four months	AUD \$70	AUD \$49

The Fees will be calculated by WJO based on the license fees paid by the relevant User from which WJO will deduct 30% as consideration for the distribution of the Work.

WJO will pay the Fees in Australian Dollars regardless of the location of the Author. WJO will not be responsible for any variations in the amount of the Fees paid due to foreign exchange fluctuations. Any risk attached to foreign exchange fluctuations and any applicable transaction fees (including conversion costs and all other bank fees charged by the financial institution(s) processing the payment of the Fees) will be borne solely by the Author.

B. Assignment Option

To be agreed in writing between the Author and WJO.

2. SCHEDULE OF PAYMENT

WJO will pay the Fees monthly in arrears based on the license fees paid by the relevant User(s) for the Work during the relevant month.

3. PAYMENT METHOD

Australian Authors will be paid by direct bank transfer subject to receipt by WJO of accurate and complete bank account details and ABN no later than fourteen (14) before the end of the month in relation to which a payment must be made. The Author must update such details by written notice to WJO (an e-mail being deemed sufficient for this purpose) no later than seven (7) following a change in these details.

International Authors will be paid by international money order subject to receipt by WJO of accurate and complete details no later than fourteen (14) before the end of the month in relation to which a payment must be made. The Author must update such details by written notice to WJO (an e-mail being deemed sufficient for this purpose) no later than seven (7) following a change in these details.

SCHEDULE 3

SUB-LICENSING CONDITIONS

1. WJO shall only use the Work in accordance with this Agreement and distribute the Work to Users only to the extent to which they pay to WJO the appropriate Fees as set out in **Schedule 2**.
2. WJO will ensure and include in the agreement with the User that (unless the User has acquired rights to the Work under the Assignment Option):
 - (a) no User shall distribute the Work or any part thereof to any other person (whether by way of selling, sharing, sub-licensing or disposing of the Work);
 - (b) no User shall use or permit the use of the Work or any part thereof for any illegal purpose;
 - (c) no User can alter, manipulate or remix the Work in any way (but voice or sound effects may be added); and
 - (d) WJO has the right to terminate the User's contract should the User be in breach of any of the provisions of such contract.
3. WJO will use reasonable endeavours to ensure that no User is using the Work or any part thereof contrary to the provisions of this Agreement and in particular **clause 2** above.

[Cross out Schedule 4 and initial pages 13 and 14 if void pursuant to clause 3.2]

SCHEDULE 4

COPYRIGHT ASSIGNMENT

1. In consideration of the payment of the applicable Fees set out in **Schedule 2**, the Author hereby assigns to *[Insert details of User]* any and all copyright and any other intellectual property rights that the Author owns or will own in any part of the world in any work or subject matter to the extent that it relates to the Work for all the term of the relevant copyright or other rights, and any renewals and extensions to that term.
2. To the extent permitted by law, the Author unconditionally and irrevocably waives all of its Moral Rights in the Work. To the extent that this waiver does not operate as an immediate waiver of these rights, the Author agrees, unconditionally and irrevocably, to waive in writing, at any time at *[Insert details of User]*'s request, all of these rights. These waivers are or will be for the benefit of *[Insert details of User]*.
3. The Author hereby warrants that all work done in relation to the creation and/or production of the Work has been and will be undertaken only by the Author and not by any consultant or other party engaged by the Author unless any such consultant or other party has first assigned in writing any Intellectual Property Right in any work or subject matter that they create related to the Work.
4. The Author further warrants that:
 - (a) it has the authority to enter into and perform its obligations under this Copyright Assignment Schedule and will continue to be authorised to perform those obligations;
 - (b) it is the sole owner of and has full right and title to the Work without encumbrances;
 - (c) neither the execution of the Agreement (including this Copyright Assignment Schedule) nor the performance of its obligations will cause the Author to be in breach of any agreement it is a party to or is subject to;
 - (d) it has not granted any license or other user rights to any person in relation to any interest in the Work;
 - (e) it has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the Work;
 - (f) the Work has not been copied wholly or substantially from any other copyrighted or confidential work or material;
 - (g) there are no facts or existing or threatened challenges which may have a materially detrimental effect on the use or value of the Work on any ground; and
 - (h) all of the information provided to WJO in relation to the subject matter of the Agreement before it was signed is true, correct and not misleading.
5. The Author further agrees that it will do all such further acts, deeds and things and execute all such further documents and instructions as may be reasonably necessary to better vest the copyrights and other rights the subject of this Schedule 4 in *[Insert details of User]*, upon receiving any reasonable written request from WJO or *[Insert details of User]*.
6. The Author will indemnify WJO and *[Insert details of User]* against any claim, loss, liability, cost or expense which may be incurred or sustained by WJO or *[Insert details of User]* as a result of or in connection with a breach by the Author of any of the warranties or undertakings which have been given in the Agreement (including this Copyright Assignment Schedule) or any claim or action against WJO or *[Insert details of User]* resulting from a breach of the Agreement (including this Copyright Assignment Schedule).

IN WITNESS WHEREOF, this Copyright Assignment Schedule has been executed on the day and year inserted below:

SIGNED by:

Name of Author:

Title:

Date:

For and on behalf of :


SIGNED by: signed digitally by user by clicking on “yes” to agree with terms and conditions.

Name of User:

Title: Date:

For and on behalf of :

SIGNED by:



Name: Stephane P.A Albert

Title: Director

Date:

For and on behalf of **Web Jingles Online**