The NON-EXCLUSIVE LICENSE AND MARKETING AGREEMENT (heretofore referred to as the "Agreement") is entered into by the Direct Selling Women's Alliance, Inc. (heretofore referred to as the "Distributor"), a Nevada Corporation operating out of the state of Hawaii, and _______________________________ (Heretofore referred to as the "Owner") operating out of the state of______________, on this ____ day of _____, 200__.

INTRODUCTION

Owner owns copyrights in various written, visual, audio and/or audiovisual works. Distributor wishes to market, sell and/or distribute one or more of Owner’s copyrighted works.

NOW THEREFORE, in exchange for performance of the covenants set forth herein, the parties hereby acknowledge, and agree to the following.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Owner" shall mean the producer and owner of the works governed by this agreement.

1.2. "Owner’s Works" shall mean the creative content produced by the Owner identified in the "List of Works" (Section 12).

1.3. "Distributor" shall mean a recipient of the Owner’s Works who is not an End User.

1.4. "End Users" shall mean individual consumers who purchase Owner’s Works for their personal use and not for resale, distribution or any other purpose.

1.5. "Territory" shall mean the entire world.
2. OWNERSHIP

2.1 Owner is the sole Owner of Owner’s Works, and shall continue to have the sole exclusive ownership of all right, title, and interest in and to Owner’s Works, including ownership of all trade secrets and copyrights pertaining thereto.

3. OWNERS RIGHTS AND OBLIGATIONS

3.1 Owner shall cooperate in all aspects of Distributor’s marketing efforts, and shall provide information reasonably requested by Distributor within fourteen (14) days of Distributor’s request for such information. Such information includes, but is not limited to:
Owner’s photograph, and artwork for book/audio program cover, in jpeg format shall be e-mailed to: Suzi@mydswa.org or on disc mailed via priority mail to: DSWA, 111 Hekili St., Suite A-139, Kailua, HI 96734, within 5 days of completion of agreement.

4. OWNER’S REPRESENTATIONS AND WARRANTIES

4.1 Owner warrants, represents, and covenants that Owner is the sole author of the Owner’s Works and Owner has full and exclusive right, title, and interest in and to the Owner’s Works, including all intellectual property rights associated therewith.

4.2 Owner warrants, represents, and covenants that Owner’s Works in the form delivered to Distributor do not and will not infringe any U.S. or foreign copyright, trade secret, or other proprietary rights of any third party.

4.3 Owner warrants, represents, and covenants that: i) all statements of fact contained in Owner’s Works are true; and (ii) Owner has the unencumbered right to enter into this Agreement and to grant Distributor the rights described herein and therein; and (iii) Owner has the right to enter into this Agreement without the consent or authorization of any other person or entity.

5. DISTRIBUTOR’S RIGHTS AND OBLIGATIONS

5.1 All decisions as to all aspects of the marketing, distribution and sale of Owner’s Works, including pricing, packaging and the format and medium or publication shall be in Distributor’s sole discretion.

5.2 Distributor shall maintain accurate records of all distribution and sales activities regarding the Owner’s Works and revenue received with respect to such activities, and shall maintain such records during the term of this Agreement.

5.3 Distributor shall use commercially reasonable efforts to market, distribute and sell Owner’s Works.

6. PAYMENT AND ROYALTIES

6.1 Distributor shall pay Owner royalties equal to 75% of Distributor’s Net Revenues (defined below). Distributor shall pay such royalties as set forth herein for each of the Owner’s Works listed in Section 12.

6.2 For purposes of computing Royalties, the term “Net Revenues” means gross revenue realized by Distributor from sales of Owner’s product (excluding sales to
Owner), less adjustments for returns, allowances, and refunds granted by Distributor for products in accordance with its standard practice.

6.3 Distributor shall pay Owner accrued Royalties, based upon its books and records, at the end of month, every sixty (60) days. Each royalty payment to Owner shall be accompanied by a report summarizing all transactions producing revenue from Owner's Works and which sets forth gross revenue and adjustments for returns, allowances, and refunds.

7. NO WARRANTY BY DISTRIBUTOR

7.1 Distributor makes no representation or warranty regarding the degree of success that will result from its efforts under this agreement, and makes no commitment whatsoever with respect to revenue to be achieved or royalties to be earned from the owner's works.

8. REMEDY/LIMITATION OF DISTRIBUTOR'S LIABILITY

8.1 The parties agree and acknowledge that Owner's sole and exclusive remedy for any breach by Distributor of this Agreement shall be termination of this Agreement, and payment by Distributor to Owner of outstanding Royalties.

8.2 In no event, regardless of the form of the action, shall Distributor be liable for direct, proximate, indirect, incidental, consequential or special damages of any kind or nature whatsoever, including and not limitation damages arising from lost profits, lost business opportunities, loss of market or market shares, or other injury, notwithstanding the fact that Distributor may have been advised of the possibility of such damages.

9. INDEMNIFICATION

9.1 Owner shall indemnify and hold Distributor harmless from and against any and all third party claims, actions, lawsuits, damages, losses, liabilities and costs, including but not limited to attorneys fees and litigation costs, based on, arising out of, or related in any way to Owner’s Works, including but not limited to any claimed infringement or other violation of any copyright or other intellectual property rights of any third party, or from any other breach by Owner of any of Owner's warranties herein.

10. TERM AND TERMINATION

10.1 The Term of this Agreement shall be two years from the date set forth above; provided, however, that the Term of the Agreement shall be extended for a subsequent Term absent written notice to the other party of an intent to cancel the Agreement at least sixty (60) days prior to the expiration of the current Term.

10.2 Either party may terminate this Agreement for any material breach of this Agreement that continues, without waiver or cure, thirty (30) days after written notice of the breach is provided to the other party. Such written notice shall describe such breach in reasonable detail.

10.3 Notwithstanding any termination of this Agreement, Distributor shall have the right to continue to market, distribute and sell copies of Owner’s Works produced
prior to the date on which Distributor received notice of termination, and Owner shall receive Royalties on all Net Revenues of Distributor from Owner’s Works. The terms and conditions of this Agreement shall apply to all such sales.

11. MISCELLANEOUS

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. Any action brought to enforce this Agreement shall be brought in the appropriate state or federal court in and for Honolulu County, Hawaii, and the parties hereby consent to jurisdiction and venue in those courts.

12. LIST OF OWNER’S WORKS

12.1 The following items are being submitted for consideration for inclusion in the DSWA Store. A Product Submission Form will be provided for each item within 14 days. If accepted, these items will be governed by the terms and conditions set forth in this Agreement.

1. 
2. 
3. 
4. 
5.

12.2 Owner will ship to DSWA’s fulfillment center approximately one month’s supply (approximately one case) of Owner’s works listed in the above section (12.1) within one week of completion of agreement. DSWA’s fulfillment address is: Fastrax, 1436 Elliott Avenue West, Seattle, WA 98119.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives as of the date first above written.

Name: 
Company: 
Title: 
Accepted by: 
(Authorized Signature)
Date: 