

# Resale, Reprint and Duplication License

This Agreement is made the [date] day of [month/year] between:

**Pacific New Media Limited** (the "Licensor") whose registered office is 97a Overtoun Terrace, Hataitai, Wellington 6241, New Zealand; and

**[Licensee name goes here]** (the "Licensee") whose registered office is [Licensee address goes here].

It is hereby agreed:

## 1. Definitions

- 1.1. All prices in this agreement are stated in United States dollars.
- 1.2. "Product" means the 2 disc DVD set titled "The Keyword Marketer's Google AdWords Training Workshop" produced and published by the Licensor.
- 1.3. "Parties" means the parties to this agreement.

## 2. Grant of Rights

Subject to the terms of this agreement, the Licensor hereby grants the Licensee a limited, non-exclusive, non-sublicensable, non-transferable license to reproduce the Licensor's Product for resale world-wide.

## 3. Royalties

No royalties shall be payable to the Licensor in respect of sales of the Product by the Licensee.

## 4. Marketing

- 4.1. The Licensee is free to market the Product in any legal manner with the exception of:
  - 4.1.1. No unsolicited bulk email (SPAM)
  - 4.1.2. No sales via eBay.com
  - 4.1.3. No sales via Amazon.com
  - 4.1.4. The product will be advertised and sold at not less than \$89.95
  - 4.1.5. The product content shall not be uploaded to or distributed via the internet except for supplied sample clips
- 4.2. The Licensee hereby warrants not to commit any act when marketing the Product that, in the opinion of the Licensor, brings either the Product, or the Licensor into disrepute.

## 5. Deliverables

Upon payment of the applicable license fee, the Licensor will supply the Licensee with:

- 5.1. NTSC format master copies of the product and all associated artwork (print and web)
- 5.2. 3 software tools and 1 report referenced in the video
- 5.3. 2 sample clips for the web

## 6. Rebranding

The Licensee will be free to rebrand the Product at it's discretion.

## 7. Copyright

Except for the limited license granted to the Licensee under this Agreement, Pacific New Media Ltd reserves all right and title to the Product and associated artwork.

Ownership of the Product shall remain the exclusive property of Pacific New Media Ltd, protected by New Zealand and international copyright laws.

**8. Successors and Assignment**

This Agreement shall be binding on the successors and assigns of the Parties.

**9. Termination**

The Licensor shall have the right to immediately terminate this License if the Licensee fails to comply with the terms of this Agreement, or if the Licensee becomes bankrupt or insolvent.

**10. Complete Agreement**

This License is the sole and entire Agreement between the Parties.

Modifications and amendments to this License, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by both Parties.

**11. Applicable law**

This License will be governed by the laws of the New Zealand.

**12. Notices**

All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- Seven days after being deposited with New Zealand Post Ltd, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail.
- Any party may change its address appearing in the introductory paragraph to this License by giving notice of the change in accordance with this paragraph.

**13. License Fee**

In consideration of the rights granted under this agreement, the Licensee agrees to pay the Licensor the sum of \$397 (Three Hundred and Ninety Seven Dollars) via credit card or wire transfer on execution.

Signed for and on behalf of  
Pacific New Media Limited

Signed for and on behalf of  
Licensee

.....

.....

Title:

Title: