

Partnership Product Commercialisation and Distribution Agreement**LICENSE AGREEMENT**

THIS AGREEMENT is entered into by and between Tyrone Voigt and Company, Sai Networking Technologies Pty Ltd, through its White Amor Studio Wholesale Division, having a place of business at 58 Leeds Rd, Mount Waverley, Victoria, 3149 (hereinafter "WA ") and _____ having its principal office and place of business at _____ (hereinafter "_____").

WHEREAS, WA owns certain rights related to its proprietary Studio Equipment and technologies; and

WHEREAS, WA is the exclusive licensee of certain rights owned by The Manufacturing Company/ WA Partnership (hereinafter "Partnership") and related to technology developed by the Partnership ("Partnership Technology"); and

WHEREAS, _____ desires to make, have made, use, offer to sell, sell and import certain products which employ WA's technology and/or Partnership Technology or would enable a purchaser to employ WA's STUDIO EQUIPMENT technology and/or Partnership Technology in certain applications.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the parties hereby agree as follows:

1.0 DEFINITIONS

As used in this agreement:

1.1 "Affiliate" shall mean any corporation or other business entity controlled by or in common control of a party. "Control" as used herein means the ownership directly or indirectly of fifty percent (50%) or the maximum interest permitted by local law of the voting stock of a corporation or a fifty percent (50%) or greater interest in the income of such corporation or other business entity or the ability otherwise of a party to secure that the affairs of such corporation or other business entity are managed in accordance with its wishes.

1.2 "Agreement" shall mean this agreement and any exhibits, attachments or addenda hereto, and any renewals or extensions of this agreement.

1.3 "Effective Date" shall mean Enter commencement date.

1.4 "Licensed Product(s)" shall mean any product that contains parts or components which are the subject matter of:

- (a) a claim of the Partnership Patent Rights (as defined hereinafter) and/or the STUDIO EQUIPMENT Patent Rights (as defined hereinafter), or
- (b) are used for the practice of a method which is the subject matter of a claim of the Partnership Patent Rights and/or the STUDIO EQUIPMENT Patent Rights.

1.5 "Net Sales" shall mean the total sales not including any deductions or cost/s associated to the total net sales revenue.

1.6 "_____" shall include all of the divisions, subsidiaries and Affiliates of _____.

1.7 "Partnership Know-How" shall mean the Partnership's know-how to practice the partnership Patent Rights (defined hereinafter) in the Field.

1.8 "WA" shall include all of the divisions, subsidiaries and Affiliates of WA.

1.9 "Partnership Patent Rights" shall mean the any international patents and pending patent applications and any divisionals, continuations, continuations-in-part, re-examinations, reissues, and all foreign equivalents of any of the foregoing in whole or in part.

1.10 "Research Agreement" shall mean the Collaborative Research and Development and License Agreement entered into by WA, _____ and the Partnership on Enter Current Date.

1.13 "STUDIO EQUIPMENT Invention(s)" shall mean any patentable and unpatentable inventions, ideas, discoveries, improvements, design rights, trade secrets, know-how and any equivalents thereof which are made, developed, conceived or reduced to practice by _____, or on behalf of _____ or by a sublicensee of _____ during the term of this Agreement, while conducting activities in accordance with the license granted herein, and which constitute or employ any improvement(s) related to STUDIO EQUIPMENT.

1.14 "STUDIO EQUIPMENT Know-How" shall mean WA's STUDIO EQUIPMENT know-how to practice the STUDIO EQUIPMENT Patent Rights (defined hereinafter) in the Field and Intellectual Property as such term is defined in Paragraph 1.11 of the Research Agreement, which is directly related to STUDIO EQUIPMENT and is used in the manufacture, use, offer for sale, sale or importation of any Product as such term is defined in the Research Agreement.

1.15 "STUDIO EQUIPMENT Patent Rights" shall mean the Patents and pending patent applications coming from this Agreement and amended from time to time to include
(a) Patents and pending patent applications with claims to STUDIO EQUIPMENT Inventions,
(b) Intellectual Property Rights as such term is defined in the Agreement, and amended from time to time, which are directly related to STUDIO EQUIPMENT and are used in the manufacture, use, offer for sale, sale or importation of any Product as such term is defined in the Agreement and
(c) Patents and pending patent applications with claims to STUDIO EQUIPMENT Improvements as such term is defined in the Research Agreement, and amended from time to time, and any divisionals, continuations, continuations-in-part, re-examinations, reissues, and all foreign equivalents of any of the foregoing in whole or in part.

2.0 LICENSE GRANT

2.1 As partial consideration for royalties to be paid by _____ to WA pursuant to this Agreement, WA hereby grants to _____ a worldwide, non-exclusive license in and to the STUDIO EQUIPMENT Patent Rights and STUDIO EQUIPMENT Know-How to make, have made, use, offer to sell, sell and import Licensed Products strictly limited for use only in the Field.

2.2 As partial consideration for royalties to be paid by _____ to WA pursuant to this Agreement, WA hereby grants to _____ a worldwide, exclusive sublicense in and to the Partnership Patent Rights and Partnership Know-How to make, have made, use, offer to sell, sell and import Licensed Products strictly limited for use only in the Field.

2.3 The non-exclusive license granted to _____ in Paragraph 2.1 and the exclusive sublicense granted to _____ in Paragraph 2.2 include a limited right for _____ to grant sublicenses only in accordance with the provisions of Section 4.0.

3.0 PAYMENT AND RECORDS

3.1 _____ shall pay to WA a royalty of 7% of the Net Sales. 5% if _____, or its Affiliates sell Licensed Products through a national or international distributor.

3.2 _____ shall submit to WA within 30 days after the order being paid, delivered and on the 28th of each calendar month during the years of the term of this Agreement, and upon the expiration or effective termination of this Agreement, reports for the preceding three month period identifying the Net Sales, and the amount of royalty due to WA together with payment of such royalty amount. If no royalties are due to WA for any reporting period, the written report shall so state. All royalties due hereunder shall be payable in Australian Dollars; provided, however, that if any payment on account of Net Sales is received by _____ in any currency other than Australian Dollars, such amount shall be converted to Australian.

3.3 _____ shall maintain complete and accurate books of accounts and records showing all sales of Licensed Products and all Net Sales attributable to such sales. For purposes of verifying the accuracy of the royalties paid by _____ pursuant to this Agreement, such books and records shall be open to inspection, during usual business hours, by an independent certified public accountant acceptable to _____. In the event that any such inspection shows any underreporting and underpayment by _____ in excess of 5% for any fiscal year, then _____ shall pay the cost of such examination, the amount of any underpaid royalty. Such books and records shall be maintained for at least three full years after each accounting period has ended.

4.0 SUBLICENSING

4.1 _____ may grant sublicenses in and to the rights licensed hereunder, provided that such sublicenses are in full compliance with all of the provisions set forth in this Section 4.0.

4.2 No more than 20 business days after execution of any sublicense agreement pursuant to Paragraph 4.1, _____ shall deliver to WA a complete and accurate copy of such sublicense agreement.

4.3 _____ shall pay to WA 7% of the amount actually paid to _____ from sublicensees. _____ shall also pay to WA royalties from sales by sublicensees, and such royalties shall be paid in full, unless permitted by Section 5.0 or Section 9.0.

4.4 All sublicense agreements shall require the sublicensee to comply with all the terms and conditions of this Agreement applicable to _____, provided however that, such sublicense agreements shall not include grants of rights to the sublicensee to:

- (a) have made Licensed Products; or
- (b) grant further sublicenses (except by implication through sale of Licensed Products to end-users of such products).

4.5 All other terms and conditions of any sublicense agreement shall be consistent with the term and conditions of this Agreement.

5.0 MARKETING PROCESS

5.1 _____, is responsible for generating interest and additional marketing of Studios and the STUDIO EQUIPMENT. WA will provide stock and equipment for cost price to _____ for the purpose of expanding _____ studio, to create a small learning centre to allow students and amateurs to use these additional facilities.

5.2 The new facility, (Appendix A, Studio Learning Centre) will provide opportunity for students and amateurs to use the STUDIO EQUIPMENT and to also purchase equipment vital to the field. _____ will be provided with additional stock for resale. _____, may resell any of the STUDIO EQUIPMENT to any individual, business or company worldwide at any price _____ determines. _____ will also include in the resale value costs associated with the cost price and monthly royalties and outlined in Paragraph 3.1.

6.0 STUDIO EQUIPMENT INVENTIONS

6.1 As partial consideration for the license of STUDIO EQUIPMENT Patent Rights and STUDIO EQUIPMENT Know-How granted by WA to _____ pursuant to this Agreement, _____ hereby agrees that all STUDIO EQUIPMENT Inventions shall be owned exclusively by, and vest entirely in, WA.

6.2 In order to facilitate the provisions of Paragraph 6.1, _____ shall promptly notify WA, in writing, of all STUDIO EQUIPMENT Inventions.

6.3 _____ shall, and does hereby, irrevocably grant and assign to WA the entire assignable right, title and interest, without further compensation, in and to any and all STUDIO EQUIPMENT Inventions, together with:

- (a) the right to apply for patents thereon in any and all countries of the world, and
- (b) the entire right, title and interest in and to any and all applications for patents which may be prepared or filed thereon at WA's discretion and expense, and in and to any and all of the eventuating patents.

6.4 _____ shall execute and deliver to WA all descriptions, applications, assignments and other documents and instruments necessary or proper to carry out the provisions of this License Agreement without further compensation. _____ shall also cooperate with and assist WA or its nominees in all reasonable ways and at all reasonable times, including, but not limited to, testifying in all legal proceedings, signing all lawful papers and in general performing all lawful acts reasonable, necessary or proper, to aid WA in obtaining, maintaining, defending and enforcing all lawful patent, trade secret, know-how and the like related to STUDIO EQUIPMENT Inventions in the Australia and elsewhere; and _____ shall maintain all information and communications related thereto in confidence.

7.0 LICENSED PRODUCT MARKING

_____ shall mark all Licensed Products made, used, offered for sale, sold or imported into the Australia with applicable Patent numbers in accordance with Patent Laws. _____ shall also mark all Licensed Products made, used, offered for sale, sold or imported into any other country with applicable patent numbers in accordance with such country's patent law.

8.0 MAINTENANCE AND ENFORCEMENT OF PATENT RIGHTS

8.1 _____ shall notify WA promptly in writing if _____ becomes aware of any infringement or suspected infringement of any Partnership Patent Right or of and STUDIO EQUIPMENT Patent Right by an unlicensed party.

8.2 In the event of infringement of any Partnership Patent Right by an unlicensed party, WA and _____ shall mutually agree upon a course of action to address such infringement.

8.3 In the event of infringement of any STUDIO EQUIPMENT Patent Right by an unlicensed party, any course of action addressing thereon at WA's discretion and expense, and in and to any and all of the infringements of patents.

9.0 DEFENSE OF PATENT INFRINGEMENT ACTIONS

9.1 _____ shall give WA prompt written notice of each claim or allegation that _____'s or a sublicensee's use of any of the STUDIO EQUIPMENT.

9.2 If such claim or allegation referenced in Paragraph 9.1 is received a suspension of the partnership will occur until the matter is resolved. If no resolution is achieved than termination of the agreement can occur.

9.3 If WA and _____ cannot achieve a mutually benefiting outcome, additional legal services will be required. In the instance this occurs the infringing party will be responsible for all legal and other costs associated with protection of WA Patents and Intellectual Property.

9.4 In the event a claim or notice that _____'s or a sublicensee's use of the Partnership Patent Rights constitutes an infringement of any patents rights held by a third party, WA and _____ shall mutually agree upon a course of action to address such claim or notice.

10.0 TERM AND TERMINATION

10.1 This Agreement shall remain in effect for a period ending:

- (a) on the date on which the last to expire of the Partnership Patent Rights has expired and the last to expire of the STUDIO EQUIPMENT Patent Rights has expired;
- (b) on the date on which all of the Partnership Patent Rights and all of the STUDIO EQUIPMENT Patent Rights have been finally adjudicated to be invalid and/or unenforceable; or
- (c) on the date of termination of this Agreement in accordance with Paragraph 10.2, Paragraph 10.3 or Paragraph 10.4, whichever occurs sooner.

10.2 Prior to expiration or termination of this Agreement by any of the occurrences specified in Paragraph 10.1 (a), or (b), _____ may, at any time, without cause, terminate this Agreement upon sixty (60) days prior written notice to WA .

10.3 This Agreement may also be terminated by either party upon default or breach of a material obligation or condition by the other, such termination being effective sixty (60) days after receipt by the alleged defaulting or breaching party of written notice of such termination under this Paragraph specifying the default or breach; provided, however, that if the default or breach is cured or shown to be non-existent within the sixty (60) day period after receipt of written notice, the notice shall be deemed automatically withdrawn and of no effect. If the parties do not agree on whether a default or breach is of a "material" obligation or condition, then the parties shall resolve such a dispute in accordance with Paragraphs 14.1, 14.2, 14.3 and 14.4 of this Agreement, and no termination shall occur.

10.4 In the event that either party shall make an assignment for the benefit of creditors, voluntarily or involuntarily file a petition for bankruptcy or reorganization, or substantially discontinue its business with respect to this Agreement, the other party shall have the right to terminate this Agreement effective immediately upon written notice, but without prejudice to any other rights of either party.

10.5 Upon termination of this Agreement under Paragraph 10.2, Paragraph 10.3 or Paragraph 10.4, all rights in and to the Partnership Know-How and the Partnership Patent Rights shall immediately revert to the Partnership.

10.6 Following termination of this Agreement under Paragraph 10.2, Paragraph 10.3 or Paragraph 10.4, _____ shall have the right for six (6) months to sell all Licensed Products on hand at the time of termination so long as the royalties from such sales due WA are paid to and statements rendered to WA with respect to such sales of Licensed Products when due in accordance with this Agreement.

10.7 Upon termination, the parties hereto will have no further obligations to each other except for those obligations pursuant to Paragraphs 3.2, 3.3, 6.1, 6.2, 6.3, 6.4, 10.5 and 13 of this Agreement, which shall survive termination.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 WA hereby represents and warrants to _____ that it is the owner of the entire right, title and interest to the STUDIO EQUIPMENT Patent Rights and STUDIO EQUIPMENT Know-How and that it has full authority and power to enter into this Agreement and to grant the rights and license specified herein, that it has secured any and all necessary approvals, permits or consents deemed necessary or advisable for the consummation of the transactions contemplated hereby and that upon execution by WA and _____, this Agreement shall immediately be a valid and binding obligation of WA, enforceable in accordance with its terms.

11.2 _____ hereby represents and warrants to WA that it has full authority and power to enter into this Agreement, that it has secured any and all necessary approvals, permits or consents deemed necessary or advisable for the consummation of the transactions contemplated hereby and that upon execution by WA and _____, this Agreement shall immediately be a valid and binding obligation of _____ enforceable in accordance with its terms.

12.0 NOTICES

Any notice, request, instruction or other document to be given hereunder shall be deemed validly given, if in writing and delivered personally, by overnight courier, or sent by U.S. certified mail, postage prepaid, return receipt requested, as follows:

If to _____:

_____,
 Address:
 Attn:
 Fax:

and if to WA :

WA
 Address: Po Box 4184, Burwood East, Victoria, Australia, 3151
 Attn: Managing Director
 Fax:

Alternatively, notices and other communications may be sent by facsimile transmission with a confirmation copy sent by one of the forms of delivery set forth above. All notices and other communications shall be deemed delivered on the date of actual receipt.

13.0 CONFIDENTIALITY AND NON-DISCLOSURE

That certain Confidentiality Agreement between WA and _____ dated _____ remain in full force and effect (Appendix B, Confidential Disclosure Agreement), except the "Information" shall include information provided pursuant to this Agreement, including, but not limited to, all terms and provisions of this Agreement and all Appendices hereto, the "Stated Purpose" shall include activities contemplated by this Agreement, and the term of confidentiality and limited use of such information provided pursuant to this Agreement shall be until 5 years following the termination or expiration of this Agreement.

14.0 DISPUTE RESOLUTION

14.1 Except as otherwise expressly set forth in this Agreement, the parties shall attempt in good faith to resolve any dispute arising out of or related to this Agreement, including but not limited to any claim of breach, termination or invalidity, promptly by negotiations between the management or other executives of the parties who have authority to settle the dispute. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within 28 days after delivery of such notice, executives of both parties shall discuss by telephone or meet at a mutually acceptable time and place. Thereafter as often as reasonably deem necessary, to exchange relevant information, and to attempt to resolve the dispute. If the matter has not been resolved within 60 days of the disputing party's notice, the matter shall be referred to legal company of each party's choice for further consideration in an attempt to resolve the matter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least 5 working days' notice of such intention, and may also be accompanied by an attorney. All negotiations pursuant to Paragraph 14.1 and pursuant to Paragraph 14.2 are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and any state rules of evidence.

14.2 If a matter has not been resolved under the procedures set forth in Paragraph 14.1 above within 90 days of the disputing party's notice, or if the parties fail to discuss or meet within 28 days, then within 28 days thereafter, either party may, but shall not be obligated to, initiate nonbinding mediation of the. Once the mediation is initiated by one party, the other party agrees to participate in and conduct mediation in good faith and not pursue other legal remedies while such mediation is proceeding. If neither party initiates mediation within the 60 days of the date of the notice, or if the dispute has not been resolved by such mediation within 60 days following initiation of mediation, either party may pursue all remedies available.

14.3 All applicable statutes of limitations and defences based on the passage of time shall be tolled while the negotiation and mediation procedures set forth in Paragraphs 14.1 and 14.2 are pending. The parties will take such action, if any, as may be reasonably required to effectuate such tolling.

14.4 Notwithstanding the foregoing, the remedy at law for any breach of the provisions of this Agreement may be inadequate, and, accordingly, an aggrieved party seeking equitable relief or remedies for such a breach shall have the right and is hereby granted the privilege, in addition to all other remedies at law or in equity, to proceed directly in a court of competent jurisdiction to seek temporary or preliminary equitable relief.

15.0 MISCELLANEOUS

15.1 This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the parties relating to said subject matter. No change or amendment hereof shall be effective unless in writing and signed by the parties. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

15.2 Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof, but only by a written instrument executed by such party or a duly authorized officer of any such party hereto.

15.3 This Agreement shall not be assignable by _____ without WA's prior written consent. Notwithstanding the foregoing, if notified in writing by _____ of a party to which _____ desires to assign this Agreement in conjunction with a sale of all or substantially all of the assets of _____, and such other party requires a license from WA to conduct for itself certain of those assets to be acquired from _____, WA agrees to negotiate with such party, and attempt in good faith for a period of not more than six (6) months to conclude, a license agreement for the same Field as this Agreement.

15.4 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

15.5 The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they shall not be construed as conferring and are not intended to confer any rights on any other persons.

15.6 All section headings and the use of a particular gender are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof.

15.7 This Agreement may be executed in two counterparts, each of which shall be deemed an original, and each of the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument.

15.8 If any provision of this Agreement or application thereof to anyone or under any circumstance is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.9 Nothing contained in this Agreement shall be deemed to create a partnership between WA and _____. Neither party shall be liable for the act of the other party unless such act is expressly authorized in writing by all of the other party.

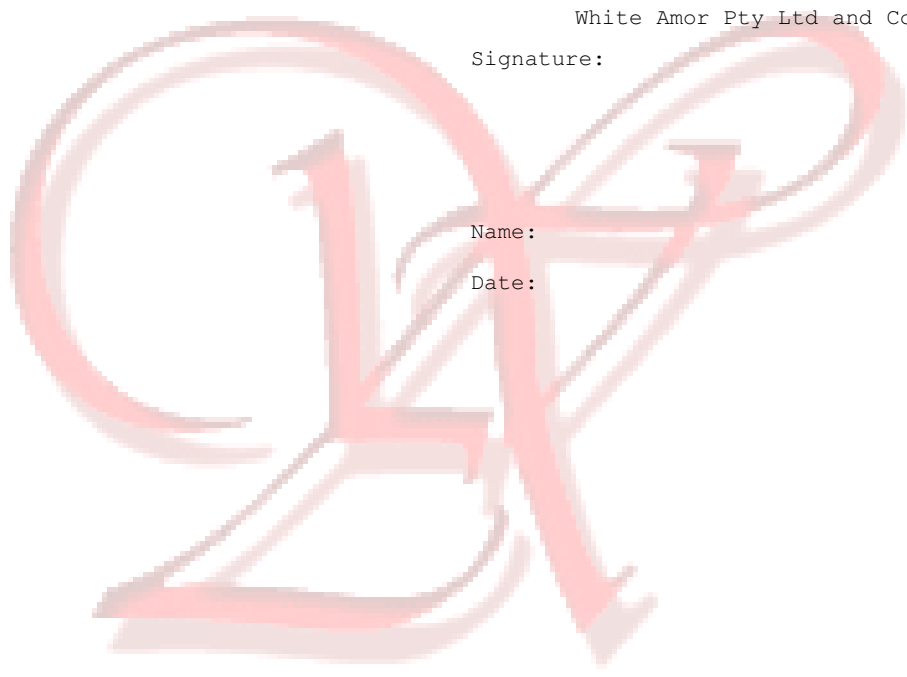
15.10 This Agreement shall be interpreted in accordance with the laws of the Australia and the Commonwealth. This Agreement shall be construed and interpreted without application of any principle or rule to the effect that ambiguities are to be construed against the party responsible for drafting the agreement.

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

White Amor Pty Ltd and Companies

Signature:

Signature:



Name:

Name:

Date:

Date: