

LIZARD PICTURES VIDEO SERVICE RESELLER AGREEMENT

This Reseller Agreement (hereinafter the "Agreement") is entered in to and effective as of (enter the date here)

Lizard Pictures (hereinafter "Company") having its physical place of business at 54 Laburnum Close, Bradwell, Great Yarmouth, NR31 8JB and

(Insert Name of Reseller) (hereinafter "Reseller") Its physical place of business at **(Insert business address here)**. Collectively referred to as the "Parties"

1. RECITALS

1.01 Whereas the Company handles all aspects, enquiries, films, edits, creates, sells the Video Productions Services (the "Product") to customers (the "Clients")

1.02 And whereas the Company and Reseller desire to enter into this Agreement upon the following terms and conditions whereby the Reseller will have a non-exclusive right to market the Product.

NOW THEREFORE in consideration of the mutual promises and agreements contained in this agreement, and other good and valuable considerations, the Parties agree as follows:

2. RIGHTS AND OBLIGATIONS

2.01 The Reseller shall have the non-exclusive, non-transferable and revocable right to market the Product owned by the Company, subject to the terms and conditions of this Agreement.

2.02 The Reseller will only promote the Product and shall not sell the Product directly or indirectly to potential Clients.

2.03 The Reseller shall use its commercially reasonable efforts to promote the Product. The Reseller shall conduct its business activities in connection with the promotion of the Product in a manner that will no harm or damage the reputation of the Company or the Product.

3. PROMOTION OF THE PRODUCT

3.01 The Company will supply a bespoke website page on www.vid-wiz.co.uk e.g. /reseller for the Reseller to link their current website to.

3.02 The Reseller can supply logos, images etc so the Company can brand the page to the look of the Resellers current website

3.03 The Reseller must submit the website domain name where promotion of the Product will take place, before any promotion is undertaken.

3.04 The Reseller will not place the link on any websites other than that was first agreed with the Company without prior approval from the Company.

4. ENQUIRIES

4.01 The website page will include an enquiry form, all forms entered will be sent on to the Company for tele canvassing. The Resellers will receive a copy of the enquiry email to a specified email address (for reference only not to be canvassed or contacted).

4.02 All leads will be given a Reseller ID for tracking purposes

4.03 The Company can make no guarantee of a lead converting to a sale

4.04 Any other form of enquiry generated via the Reseller can be emailed to a specified Company email address or the Reseller can forward the enquiry by way of a telephone call to the Company.

4.05 No enquiry for the Product should be passed to any other parties other than the Company, this would be a breach of the Agreement and result in immediate termination of the Agreement.

4.06 Any enquiry received that is seen to be out of the Company's geographical area will not be converted to a sale should this instance occur the Company will notify the Reseller the Reseller can of course try to make other arrangements to meet the potential Client's requirements if the Reseller so desires.

5. PRICING

5.1 The Company may at any time make changes to the Product pricing without notice to the Reseller

6. PAYMENT AND TERMS OF PAYMENT

6.1 Revenue will be paid to the reseller within 28 days month end payment is received from the Client.

6.2 The Company will make no further payments for any future work that might be undertaken with Client.

6.3 Here follows the revenue structure based on calendar monthly sales of the Product made by leads generating sales from the Reseller

Sales

Per Calendar Month	Revenue
1	£75.00
2 - 3	£85.00 per sale (Paid on all sales)
3 or above	£95.00 per sale (Paid on all sales)

7. TERMINATION OF AGREEMENT

The Company or Reseller can terminate the Agreement at anytime giving 28 days written notice. The Company will terminate the agreement immediately without notice should any breach of the Agreement be made by the Reseller.

8. FORCE MAJEURE

Company shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine, labor dispute or shortages, transportation embargoes, failure or delays, inability to secure raw materials or machinery, acts of God or government (including denials of or onerous restrictions on export licenses), any such event of force majeure affecting Company's third-party suppliers, or judicial action.

9. Complete Agreement

This Agreement supersedes all previous communications, representations or agreements, oral or written, regarding its subject matter. No addition to or modification hereof shall bind either party unless reduced to writing and duly executed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties' authorised representation on the date first written above.

COMPANY

RESELLER

Authorised Signature

Authorised Signature

Print Name and Title

Print Name and Title