Agreement to Produce

This Agreement is made as of _____ (the "Effective Date") between:

ELT Global LLC ("ELT")

and

ELT India ("the Producer")

WHEREAS:

A. ELT Global LLC (ELT) is the owner of technology, know-how and intellectual property rights, including patent rights and trademark rights, relating to the Products, as defined below, and is either the owner of intellectual property rights with respect to the Products, developer of Production processes and/or provider of Product and system warranties;
B. The Producer wishes to produce the Products and/or Services within the Territory, defined below, in association with ELT Trademarks, defined below; and
C. ELT or ELT Agents are willing to supply Products, services, intellectual property and other ELT EasyGreen® offerings to the Producer for the purpose of Production of the Products required to build ELT EasyGreen® Products and Systems by the Producer on the terms and conditions set out below.

NOW THEREFORE, in consideration of the mutual promises set forth below, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

"Affiliate" of a Party includes any person, partnership, joint venture, company or other entity, whether incorporated or not, that has an ownership interest in the Party, is commonly owned with the Party, in which the Party has an ownership interest or that is not otherwise at arm's length from the Party;

"Customer" includes any person or other entity that purchases ELT EasyGreen® Products or Services;

"ELT Approved Contractor" means a person or other entity identified by ELT as being approved, for the time being, to install and maintain specific ELT EasyGreen® Products and

Systems including plants and growth mediums, as may be specified by ELT, and support ELT EasyGreen® System Product and System Warranties;

"ELT Approved Partner" means a person approved by ELT to participate in a manufacturing, delivery, installation or another role relating to the ELT EasyGreen® Systems;

"Producer" means a person or entity identified by ELT as being an Approved Producer, for the time being, to supply required Products, to the Distributor or other ELT EasyGreen® Customers, as per ELT quality standards and specifications that qualify for ELT EasyGreen® Warranties;

"ELT Trademarks" means the trademarks identified in Schedule A and any other trademarks used by ELT in association with the supplied Products or with any related good or service anywhere in the world;

"Parties" means ELT and the Approved Producer;

"Territory" means the market geographically available to the Producer for the specific Products being produced as outlined in Schedule B;

"Products" means those Products specified in ELT's Product List in the ELT Quote Tool being produced by the Producer outlined in Schedule B; and

"Third Party" in relation to a Party means any entity that is not an Affiliate of the Party.

2. ELT APPROVED PARTNER PROGRAM

The ELT EasyGreen® Systems are produced and delivered to end Customers through a network of ELT Approved Partners. Each ELT Approved Partner is required to comply with the current version, as issued from time to time, of an ELT EasyGreen® System Handbook for Approved Partners (the "ELT Handbook"). A current copy of the ELT Handbook will be provided to you with this Agreement. The ELT Handbook may be revised at ELT's sole discretion and may be made available to you in print or electronic form.

The ELT Approved Producer agrees that it will comply at all times with the then current version of ELT Handbook.

3. APPOINTMENT

3.1. Grant of license to produce

ELT grants a license to the Approved Producer to produce Products in the Territory that will qualify for all ELT EasyGreen® System and Product Warranties, subject to all of the terms and conditions set out in this Agreement.

During the Term of this Agreement, the Producer will be an "ELT Approved Producer". ELT may provide the Producer with instructions and materials in accordance with the ELT Marketing Program from time to time. The Producer will sell ELT EasyGreen® Products in accordance with the ELT EasyGreen® Approved Producer Handbook.

3.2. Limitations on the Producer

In addition to the other limitations set out in this Agreement, the Producer will not:

3.2.1. Produce the ELT EasyGreen® Products for any person or entity that is not an "Approved ELT Partner".

3.2.2. Use any of the ELT Trademarks in association with wares other than the ELT EasyGreen® Products.

3.2.3. Disclose to any Third Party any information deemed proprietary or otherwise regarding the production, distribution, or sales and marketing of ELT EasyGreen® Product or Service offerings.

3.2.4. Use ELT intellectual property in the development or production of a competing Product.

3.2.5. Sell ELT Products using ELT EasyGreen® Brand to any person or entity that is not an ELT Approved Partner.

3.3. Best Management Practices

The Producer understands that ELT requires assurances that all Products supplied by the Producer, must be produced in accordance with the Product Data Sheet and Specifications for each Product and be consistent with ELT Best Management Practices where they apply in the production of the Product. Therefore, any practices, processes or methods used in the production of the Product must be submitted to ELT for approval.

4. PRODUCT, SERVICES, FEES, AND PRICES

4.1. Products, Product Lists, and Prices

4.1.1. ELT will supply to the Producer the specifications required to meet the published data sheets for each Product. The Producer will provide pricing on those Products that they can produce for labeling as ELT EasyGreen® Products.

4.1.2. The Producer will produce the Products as per the ELT Specifications, Instructions, and Best Management Practices provided by ELT. Packaging and shipping formats will meet ELT requirements as they may exist from product to product.

4.1.3. The Producer will provide updates to ELT on the cost of their Product or services on a quarterly basis to ensure that the official ELT Price List is current.

4.1.4. The Producer may be required to pay a royalty fee or sales commission to ELT Global LLC. Any fees to be remitted to ELT Global LLC are confidential and will be set and reviewed quarterly with the cost of Production reviews. Royalties or sales commissions are to be included as a cost of Production for the Products produced by the ELT Approved Producer.

4.2. Terms and Conditions for Product Supply

4.2.1. The Producer will submit their required terms of sale and production timelines to ELT. ELT will inform their Member Distributors of the terms from the Producer in their list of Approved Producers document circulated to all Distributors.

4.2.2. The Producer will supply Products and or services to ELT or ELT Approved Distributors in accordance with ELT Best Management Practices, ELT Product Specifications, and the terms agreed to by the Distributor and the Producer.

4.3. Prices Charged by the Producer

The Producer will submit pricing on the Products they are to provide with their margin and ELT remittances inclusive in the price. Contract growing will be dealt with on a case by case basis as the Production variables require.

5. MINIMUM QUANTITIES

The Producer may have minimum order requirements. These will be forwarded to ELT and published in the Approved Producer document circulated to all ELT Approved Distributors.

6. DELIVERY

6.1. The ELT Approved Distributors will notify the Producer of their Product requirements and the desired date of delivery and the Producer will make its best efforts to fulfill the requirements of the Distributors.

6.2. If the Producer for any reason feels that they cannot meet the Distributors requirements and time lines the Producer will notify ELT immediately and prior to any discussion with the Distributor.

6.3. ELT will work with all Parties to provide amicable solutions to supply issues and can utilize ELT resources to ensure the client receives their ELT EasyGreen® Purchase.

7. IDENTIFICATION OF PRODUCER AND USE OF ELT'S TRADEMARKS

7.1. Authority to Use

7.1.1. ELT authorizes the Producer to use the ELT Trademarks in the Territory in association with the promotion, use, and sale, of the Products.

7.1.2. The Producer will not use the ELT Trademarks in association with any Product or service other than in the course of promoting, using or selling the Products.

7.2. Restrictions of Use

7.2.1. The Producer will only use the ELT Trademarks in the format (including the aspect ratio, and colors) in which the ELT Trademarks are presented in the attached Schedule A.

7.2.2. The Producer will identify itself as an "ELT Approved" organization when promoting, using or selling the supplied Products. The Producer will identify any and all of the Products that it produces under this Agreement with the ELT Trademarks.

7.2.3. The Producer will not use any trademark, trade name, logo or other symbol, slogan or indicia that is confusing with any of the ELT Trademarks or which is owned by or otherwise related to a competitor of ELT.

7.3. PATENTS AND MANUFACTURING RIGHTS

ELT has applied for patent protection covering ELT EasyGreen® Systems, and this Agreement will extend to any further patent applications or granted patents resulting there from.

8. TERRITORY

8.1. Territories may be assigned depending on the specific Products supplied. Territories and Products are identified in Schedule B.

8.2. The Producer will not promote, use, sell, or install the Products outside of the Territory without the prior express written consent of ELT. The Parties may agree to expand this Agreement to cover geographic areas other than the Territory.

9. TRAINING AND SUPPORT

ELT will provide initial training and support to the Producer in relation to the Production, of the Products. ELT will provide the initial training and support at the expense of the Producer at the Producer's premises.

10. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS OF ELT

10.1. ELT represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

10.2. ELT will supply the Producer with the specifications, data sheets, methods and processes and all other information deemed proprietary, necessary for production in the Territory in accordance with this Agreement.

10.3. ELT may enforce patent rights that it owns in the Territory at present and/or will own in the future, against any Third Party's infringement there against, in a manner that ELT deems consistent with its business practices.

10.4. ELT will provide the Producer with notice of innovations or improvements that it makes to the supplied Products upon ELT being satisfied that such innovations or improvements are suitable for the promotion, use, sale, or installation of the supplied Products in the Territory.

11. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS OF THE PRODUCER

11.1. The Producer represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

11.2. The Producer warrants that it will keep any Confidential Information provided to it by ELT, including the identity of any Customers or suppliers, logistical, financial, research and development, and other information regarding processes and formulas and will not disclose them to any Third Party during and after term of this Agreement in accordance with the Confidential Disclosure Agreement Schedule D.

11.3. The Producer will use its best efforts to meet the demand on reasonable terms and at competitive prices.

11.4. The Producer will inform ELT of any infringements with regards to ELT patents, trademarks, and other rights that ELT owns at present and/or will own in the future, from any Third Party's infringement there against.

11.5. The Producer will produce Products as per the ELT Specifications, Data Sheets and Best Management Practices to ensure all Products will qualify for ELT Standard and Extended Warranties. Any variance from ELT standard production practices must be approved by ELT before Product can qualify for ELT Warranties.

11.6. The Producer will only sell ELT EasyGreen® Products to ELT or ELT Approved Partners in the ELT EasyGreen® Network.

11.7. The Producer will not contract out production services.

12. TERM AND TERMINATION

12.1. Term

The Term will begin on the Effective Date set out above and continue until termination.

12.2. Termination

12.2.1. Any Party may terminate this Agreement by giving notice of termination to the other Party at least sixty (60) days prior to the termination date.

12.2.2. ELT may terminate this Agreement immediately if the Producer breaches the Agreement and fails to cure such breach within thirty (30) days of receiving notice of the breach from ELT.

12.2.3. Upon termination of this Agreement any existing contracts to produce Product for specific projects shall remain in effect. Product inventory will be purchased by ELT

provided best management procedures for productions have been strictly adhered to and the Product meets ELT's standards of quality.

12.2.4. The Producer will have no right to use any of the ELT Trademarks; and

12.2.5. The Producer will return all tools and written materials provided to it from ELT relating to production or containing technical, commercial, or marketing information obtained from ELT including, without limiting the generality of the foregoing, equipment, designs, drawings, reports, instruction manuals, and all copies, reprints, reproductions and translations thereof.

13. RELATIONSHIP BETWEEN THE PARTIES

This Agreement creates only a contractual relationship between the Parties, who enter into it as independent contractors. This Agreement does not create, and nothing in this Agreement will be construed to create any other type of relationship between the Parties, including a principal-agent, master-servant, joint venture or partnership.

14. ASSIGNMENT

14.1. ELT may assign this Agreement, or its rights and obligations under this Agreement, to any Third Party. ELT will give notice to the Producer of such assignment and subsequently, the Producer will deal with such an assignee with respect to this Agreement, and in accordance with any directions set out in the notice.

14.2. The Producer may not assign this Agreement, or its rights and obligations under this Agreement, except with the express written consent of ELT obtained in advance. ELT may withhold its consent for any reason.

15. LIABILITY, LIMITATION OF LIABILITY, INSURANCE AND COMPLIANCE WITH LAWS

15.1. Liability of Producer and ELT

15.1.1. The Producer will be solely responsible for any and all harm, damage or injury to the Producer, the Producer's Affiliates, employees, contractors, associates, clients, Customers and any other person or entity resulting from the production of a supplied Product used or produced by the Producer.

15.1.2. The Producer will indemnify, hold harmless and defend, at its own cost, ELT from any liability arising from such harm, damage or injury.

15.2. Limitation of Liability

ELT's entire liability under this Agreement is limited to the replacement of supplied Products proven not to be in compliance with the corresponding warranties set out herein.

15.3. Insurance

The Producer will maintain sufficient insurance to cover the liabilities assigned to it herein. Upon request from ELT, the Producer will provide ELT with copies of insurance certificates evidencing such insurance. The Producer will direct its insurers to pay any amount owing

to ELT under this Agreement, including any fees, indemnities or defense costs, from any insurance pay out, prior to making any payment to the Producer.

15.4. Compliance with Laws

The Producer will be solely responsible for compliance with any laws or regulations they may be subject to.

16. MISCELLANEOUS

16.1. In this Agreement, the singular includes the plural and the masculine includes the feminine and neutral and vice versa unless the context otherwise requires.

16.2. The bolded headings and subheadings in this Agreement are only for convenience of reference and do not form part of or affect the interpretation of this Agreement.

16.3. Any notice relating to this Agreement will be in writing and may be sent by fax, e-mail, any traceable delivery service (such as a courier or registered mail) that provides proof of the date of delivery, or by a non-traceable delivery service (such as regular mail). A notice sent by fax or e-mail will be confirmed using a traceable or non-traceable delivery service. A notice sent by fax or e-mail will be considered delivered on the day it is sent. A notice sent using a traceable delivery service will be considered delivered on the day that it is received by the recipient. A notice sent using a non-traceable delivery service will be considered delivered on the day that it is received by the recipient.

16.4. Notices to ELT will be delivered using the following contact information, or as may be directed by ELT through written notice:

Fax: **416.479.0943**
E-mail: **greg@elteasygreen.com**
Delivery: **245 King George Road, Suite 320**
Brantford ON N3R 7N7

16.5. Notices to the Producer will be delivered using the following contact information, or as may be directed by the Producer through written notice:

Fax:
E-mail:
Delivery:

16.6. If any provision or part of any provision in this Agreement is determined to be void for any reason, it will be severed without affecting the validity of the balance of the Agreement. The Parties will cooperate to amend the Agreement to restore the intentions of the Parties at the time the Agreement was executed.

16.7. This Agreement is the entire Agreement between the Parties relating to its subject matter. There are no representations, warranties, conditions, terms, or collateral contracts affecting the subject matter of this Agreement except as set out in this Agreement. This Agreement may be modified only in writing signed by both Parties.

16.8. This Agreement inures to the benefits of and is binding on the Parties and their respective heirs, executors, administrators, personal representative, successors and permitted assigns.

16.9. This Agreement is governed by the laws in force in the Province of Ontario, Canada and the Parties hereby attorn to the jurisdiction of the courts located in the City of Toronto, Ontario for the purpose of adjudicating any claims relating to the Agreement.

Accepted and agreed upon the effective date set forth above by:

ELT Global LLC.

_____	Greg Garner
Signature	Print Name
President	January 1st 2010
Title	Date signed

AND

(Producer)

_____	_____
Signature	Print Name
_____	_____
Title	Date signed

Schedule A
ELT Trademarks

1. ELT Easy Green®
2. ELT™
3. ELT Global™

4.
5.

Initials

Schedule B

Supplied Products and Territories

Product Code	Descriptions	Territories

Schedule C
Terms and Conditions for Supply of Products

1. DEFINITIONS

In this document the following terms shall have the following meanings:

1.1. "Producer" means the legal person or persons who produce Products labeled as ELT EasyGreen®;

1.2. "Purchaser" means ELT or ELT Distributor for the Territory.

2. GENERAL

2.1. These Terms and Conditions shall apply to all purchases for the supply of Products by the Producer to the Purchaser where there is no other contract in effect.

2.2. There may be from time to time contracts for specific projects between the Producer and the Purchaser where these terms may vary.

2.3. The Purchaser shall issue a purchase order to the Producer, when purchasing the Products indicating quantities and pricing.

2.4. A contract for the supply of Products shall have been constituted upon the completion of the following:

2.4.1. Purchaser issues a Purchase Order to the Producer with quantities and pricing specified in the PO.

2.4.2. Producer issues a sales order which will specify the Products to be supplied to the Purchaser, prices of said Products, payment terms and delivery dates. Pricing values and quantities must match the Purchase Order from the Purchaser.

2.5. The contract is to be governed; both with respect to its construction and performance, by the laws of the Province of Ontario, Canada, and the Parties agree to submit to the exclusive jurisdiction of the court of such Province.

ELT Global LLC
1.866.306.7773 fax 416.479.0943
www.elteasygreen.com

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Schedule D

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of January 1st 2010 (the "Effective Date")

B E T W E E N

ELT Global LLC, (hereinafter "ELT"),

and

("Producer")

WHEREAS:

1. The Parties have agreed to exchange Confidential Information for the purpose of the production and supply of ELT EasyGreen® Branded Products and Services through the ELT EasyGreen® Network of approved partners.
2. The Parties wish to ensure that its Confidential Information is maintained in confidence by the other Party.

NOW THEREFORE, in consideration of the mutual premises set out herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties AGREE AS FOLLOWS:

Definitions. In this Agreement,

"Confidential Information" has the meaning set out in section 3;

"Parties" means ELT and Other Party;

"Party" means ELT and Other Party, as the context may dictate;

"Third Party" means any individual, person or entity other than the Parties.

Disclosure of Confidential Information. During the investigation, either Party (the "Disclosing Party") may disclose Confidential Information to the other Party (the "Receiving Party") relating to the Specific Purpose. The disclosure of Confidential Information may have taken place prior to, may take place contemporaneously with, or may take place after the execution of this Agreement.

3. Confidential Information

Confidential Information is all information relating to the specific purpose that a disclosing Party provides to the other Party. Without limiting the generality of the foregoing, Confidential Information may include schematics, drawings, formulae, specifications, know-how, manufacturing processes, compilations of data,

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machinery, Products, forecasts, sales methods, Customer lists, pricing information, pricing strategies, marketing strategies, marketing plans, marketing proposals, Customer usages and requirements, financial information, trade secrets and data. Confidential Information may be provided in written, electronic or oral form and may be embodied in samples of Products.

Confidential Information does not include information that:

3.1. The Receiving Party shows by contemporaneous documentary evidence to have been known to the Receiving Party prior to the disclosure of the information by the Disclosing Party, other than as a consequence of a prior disclosure by the Disclosing Party;

3.2. The Receiving Party shows by documentary evidence to have been generally known to the public, other than as a consequence of a disclosure by the Receiving Party or by a Third Party that is under a duty of confidence to the Disclosing Party;

3.3. Is independently developed by the Receiving Party, without breach of this Agreement and without use of the Confidential Information;

3.4. The Receiving Party receives from a Third Party, who is not under a duty of confidence, whether contractual, fiduciary, implied or otherwise, to the Disclosing Party.

4. Restrictions on the Receiving Party.

With respect to any particular Confidential Information, the Receiving Party will maintain the Confidential Information in confidence.

Without limiting the generality of section 4.1, the Receiving Party will not:

4.1. Disclose any of the Confidential Information to any Third Party in any way;

4.2. Use the Confidential Information for any purpose other than the specific purpose;

4.3. Reproduce or distribute internally within the Receiving Party's organization the Confidential Information except as reasonably required for the specific purpose;

4.4. Obtain any benefit whatsoever from the Confidential Information, other than in relation to the specific purpose;

4.5. Disclose to any Third Party the fact that it has received or is in possession of the Confidential Information or any materials or samples provided by the Disclosing Party, except with the prior written consent of the Disclosing Party.

Without limiting the generality of any other provision contained herein, with respect to any sample provided by the Disclosing Party, the Receiving Party agrees: (i) that the sample is the property of the Disclosing Party and contains Confidential Information and proprietary trade secrets; (ii) not to disclose, transfer or otherwise make the sample available to any person or entity, other than employees of the Receiving Party, as needed to evaluate the sample; and (iii) not to chemically analyze or reverse engineer the sample or to assist and/or allow any Third Party to do so.

If Receiving Party learns that it will be legally compelled to disclose any Confidential Information, it will promptly notify the Disclosing Party so that the Disclosing Party may seek appropriate relief. In any case, the Receiving Party will disclose only that portion

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of the Confidential Information that is required by law to be disclosed and shall otherwise continue to the treat the entire Confidential Information as confidential in accordance with this section.

The Receiving Party will take all necessary steps to ensure the confidentiality of the Disclosing Party's Confidential Information. Such steps will include at least all measures taken to protect the Receiving Party's own Confidential Information. The Receiving Party will be responsible for any breach of this Agreement by any of its directors, officers, employees, agents, contractors or other associates. The Receiving Party shall ensure that all such persons are aware of the confidential nature of the Confidential Information and of the Receiving Party's obligations to maintain it in confidence.

With respect to any particular Confidential Information, the Receiving Party agrees that during the term of this Agreement and for a period of three (3) years following the termination of this Agreement, the Receiving Party will not, either alone or in conjunction with any other entity, directly or indirectly carry on or have any interest in any business or activity in the world which makes use of the Confidential Information, any information derived from the Confidential Information or that is or could be in competition with any part of the Disclosing Party's business that relates to the Confidential Information.

With respect to any particular Confidential Information, the Receiving Party agrees that during the term of this Agreement and for a period of three (3) years following the termination of this Agreement that the Receiving Party will not solicit the employees, Customers, contractors or other associates of the Disclosing Party to engage in any enterprise, activity, business or other relationship that makes use of the Confidential Information.

5. Ownership of Confidential Information.

With respect to any particular Confidential Information, the Receiving Party acknowledges that all right, title and interest in and to the Confidential Information will remain the exclusive property of the Disclosing Party throughout the world.

No right, title or license to the Confidential Information or any associated intellectual property right including any patent, copyright or trade secret right is granted to the Receiving Party by implication or otherwise, other than as expressly granted herein. All right, title and interest in and to any materials or samples provided by the Disclosing Party to the Receiving Party containing the Confidential Information remains with the Disclosing Party.

6. Term and Termination.

The Term of this Agreement begins on the Effective Date set out above.

This Agreement may be terminated by either Party by giving notice of termination to the other Party.

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Upon termination of this Agreement, or upon request by Disclosing Party, the Receiving Party will:

6.1. Immediately return all copies of all materials, Product or samples received pursuant to the Agreement; and

6.2. Destroy all of the Receiving Party's notes and other writings, materials or Products containing any Confidential Information in the presence of a person authorized by Disclosing Party for this purpose, and will provide written verification of such destruction to Disclosing Party. Section 6.3 will survive termination of this Agreement.

6.3. The restrictions on the Receiving Party with respect to any particular Confidential Information will survive termination of this Agreement for an indefinite period.

7. General

With respect to any particular Confidential Information, the Receiving Party recognizes that any breach or threatened breach of this Agreement will result in irreparable harm and continuing damage to Disclosing Party for which a monetary award would not be an adequate remedy, and that therefore, in the event of any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief, including interlocutory, interim and permanent injunctions, in addition to any other rights which it may have.

Nothing in this Agreement, expressed or implied, is intended to give or shall be construed to confer upon or give to any Third Party, any right, remedy or other benefit, except as specifically provided herein.

This Agreement is the entire Agreement between the Parties relating to the subject matter set out herein. This Agreement supersedes any prior Agreement between the Parties relating to the subject matter. Any waiver, modification or other amendment of this Agreement will be effective only if made in writing signed by both Parties.

If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction from which no appeal lies or is taken, such provision will be modified or severed from this Agreement to the minimum extent necessary so that the balance of this Agreement shall remain in full force and effect and be enforceable. The Parties will thereafter use their respective best efforts to amend this Agreement so that its effect remains as close as possible to the original intent of the Parties.

The use of headings and the division of this Agreement into sections, subsections and clauses will not be used to limit the restrictions applicable to a Receiving Party.

Nothing in this Agreement creates a joint venture, partnership, agency or other relationship between the Parties. Neither Party will have the right to obligate or bind the other Party to any Third Party except as specifically provided herein.

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Either Party may assign or otherwise transfer this Agreement with the consent of the other Party, which consent will not be unreasonably withheld. This Agreement will inure to the sole benefit of the Parties and their permitted successors and assigns.

This Agreement is governed exclusively by the laws of the Province of Ontario, Canada without regard to any conflict of laws rules of that province which might result in a different law governing the Agreement. The Parties hereby irrevocably attorn to the jurisdiction of the Courts of Ontario, sitting in the City of Toronto, to adjudicate all disputes arising directly or indirectly from this Agreement. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original. A complementary set of executed counterpart Agreements will be deemed to be an executed copy of the Agreement. Either or both of the executed counterpart Agreements may be in facsimile form. Any waiver, modification or other amendment of the Agreement may similarly be executed by the Parties in counterparts.

ELT Global LLC

By: _____

Name: Greg Garner

Title: President

Date: _____

_____**(Producer)**

By: _____

Name: _____

Title: _____

Date: _____

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