

INTERNATIONAL LICENSE AND DISTRIBUTION AGREEMENT

EFFECTIVE DATE: _____, 20__

PARTIES:

FAMATECH INTERNATIONAL CORP.
Qwomar Trading Building, 3rd floor
P.O. Box 875
Road Town, Tortola,
British Virgin Islands
Represented by Dmitry Kurashev

COMPANY
ADDRESS
Represented by _____

Hereinafter known as “VENDOR”

Hereinafter known as “DISTRIBUTOR”

RECITALS:

- A. VENDOR is in the business of developing and distributing *PRODUCT*, and desires to appoint DISTRIBUTOR to market and/or distribute certain VENDOR products in accordance with the Agreement selected herein.
- B. DISTRIBUTOR desires to be appointed as a republisher, marketer and/or DISTRIBUTOR of certain VENDOR products within a specified territory under the terms and conditions of the Agreements selected herein.

The parties, in consideration of the mutual covenants and agreements contained herein, agree as follows:

1. DEFINITIONS

For the purpose of this Agreement and its Exhibits, the following terms shall have the following definitions:

- 1.1 End-User License Agreement means VENDOR’s standard license agreement for sale of Software licenses to end-user customers. Said End-User License Agreement may be modified by VENDOR from time to time by notice to DISTRIBUTOR.
- 1.2 Licensed Software means any and all software provided by VENDOR to Customer. Products means any and all VENDOR Licensed Software, complete with all components, documentation, End User License Agreements and packaging, assembled or unassembled, provided by VENDOR for purchase and distribution by DISTRIBUTOR.
- 1.3 Localization means the modification of the Products, or Licensed Software and any or all components, documentation, End User License Agreements and packaging to meet the needs of the non-English-speaking users in the Territory, resulting in a Localized Product, or Localized Licensed Software.
- 1.4 Localized Products means Products after Localization, together with the appropriate localized documentation and approved collateral materials, contained in approved localized packaging for the

Territory. For the purpose of this agreement, Products may mean Products and Localized Products.

Sale or sell shall mean the total sales realized by DISTRIBUTOR of this agreement, less the amount of value-added tax effective at that time without deduction of any other costs. Any value-added tax that may accrue shall be at the expense of DISTRIBUTOR.

- 1.5 Territory means the geography and/or industry described in this Agreement and/or any of its Exhibits and the Agreement is limited to it. The Territory may be reevaluated and adjusted by the VENDOR in accordance with the DISTRIBUTOR's performance hereunder.
- 1.6 Confidential Information means any information or compilation of information, not generally known, which is proprietary to VENDOR and relates to the Products or VENDOR's other Products or product research, including, without limitation, information relating to manufacturing techniques, recipes, data, marketing strategies, product development, financial information and any other information about VENDOR's business which is normally considered confidential or is indicated by VENDOR to be confidential or proprietary
- 1.7 Famatech Domain Names shall mean all domain names containing Famatech Marks.
- 1.8 Famatech Marks shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other distinct brand elements that appear from time to time in properties, Software Products, ventures and services of Famatech or any of its affiliates, together with any modifications to the foregoing made by such parties during the Term of this Agreement as set forth in Exhibit D hereof or as may be otherwise provided by Famatech.
- 1.9 MSRP shall mean VENDOR's 'manufacturer's suggested retail price' for the End User license for each Software Product as set forth in Exhibit C, published by VENDOR or its licensors, or a document substantially in the form of Exhibit C setting forth VENDOR's latest 'manufacturer's suggested retail price' in accordance with VENDOR's then-current pricing policies provided to DISTRIBUTOR in accordance with Exhibit C hereof.

2. APPOINTMENT AS DISTRIBUTOR

The VENDOR grants, and DISTRIBUTOR accepts, appointment as an authorized, exclusive DISTRIBUTOR of Products to be distributed to Resellers, as applicable, in the Territory and Channels as specified in the Exhibit B..

DISTRIBUTOR is an independent contractor. Nothing in this Agreement or in the conduct of the parties shall be construed to create a partnership, joint venture, employer-employee or agency relationship between the parties. DISTRIBUTOR shall not represent itself as having and shall not have any power or authority to enter into agreements of any kind on behalf of the VENDOR.

3. LICENSE

License. Subject to (a) the terms and conditions of this Agreement, and (b) full payment for the Products (including Maintenance Contracts), VENDOR hereby grants to DISTRIBUTOR, and DISTRIBUTOR accepts, a non-transferable, exclusive right and license to distribute the Products to resellers located in the Territory for the resellers' Customers use in the Territory.

Except as otherwise provided in this Agreement, the license granted does not give DISTRIBUTOR the right to alter, modify, decompile, disassemble or reverse engineer any of the Products.

DISTRIBUTOR acknowledges that the Products, Famatech Marks and Famatech Domain Names are the sole and exclusive property of the VENDOR, and DISTRIBUTOR has no rights in the

Products, Famatech Marks and Famatech Domain Names except those expressly granted by this Agreement.

DISTRIBUTOR is licensed to use VENDOR's trademarks, logos, designations and trade name solely for the purpose of identifying the Products and in strict conformance to any and all rules and guidelines which may have been established by VENDOR.

Agreements with Resellers. DISTRIBUTOR must enter into a written agreement with each of its resellers. The agreement must include terms and conditions necessary to protect the rights of VENDOR and its VENDORS as set forth in this Agreement and shall insure that each agreement between reseller and its Customers shall:

- (a) be from VENDOR pursuant to the applicable License Agreement and/or third-party software license agreements, as applicable, provided that those agreements are enforceable in the jurisdiction where Customer resides, or
- (b) (1) conform to the requirements of the applicable laws of the country where the Customer resides; (2) have the same legal force and effect in such country as the corresponding provisions in Russia; and (3) contain substantially similar terms as those set forth in the applicable License Agreement or the third-party software license agreement

Reseller Removal. VENDOR reserves the right to withdraw authorization for selling the Products by a particular DISTRIBUTOR's reseller.

MSRP is established by VENDOR for each Product and indicated on Exhibit B to this Agreement attached and incorporated herein. VENDOR may change MSRP from time to time by providing a 30-day notice to DISTRIBUTOR.

4. DISTRIBUTION RIGHTS

DISTRIBUTOR's right to republish, distribute, license and sublicense within the Channels and/or Territory is exclusive, as long as the minimum royalty figure mentioned in exhibit A is reached. Therefore, the VENDOR will not appoint other DISTRIBUTORs to republish, market, or distribute the Products in the Territory.

5. PROTECTION OF TRADEMARKS

DISTRIBUTOR shall comply with the reasonable standards and instructions from time to time provide by VENDOR or its VENDORS to DISTRIBUTOR in connection with the use of the Famatech Marks. DISTRIBUTOR shall not adopt, use or register any product names or symbols that are identical to or confusingly similar to any of the Trademarks. Upon termination of this Agreement, DISTRIBUTOR shall cease and desist from use of the Trademarks in any manner

6. VENDOR'S ADDITIONAL DUTIES

VENDOR agrees to perform the following duties at VENDOR's own expense:

6.1 VENDOR shall supply DISTRIBUTOR with the complete, working, compiled program (master version) in the English version free of charge not later than **15 September 20__**. Vendor shall supply the cost of localization of program to <language> not later than at the end of 20__.

6.2 VENDOR shall provide a technical basis, which allows a problem-free translation of the program source code as well as the help into other languages. It is agreed explicitly that VENDOR shall not be under obligation to disclose the source code or parts thereof. If DISTRIBUTOR requires minor, manageable changes of the program, VENDOR shall carry out such changes. The Parties shall come to an understanding regarding major changes.

7. DISTRIBUTOR'S ADDITIONAL DUTIES

DISTRIBUTOR agrees to perform the following duties at DISTRIBUTOR'S own expense:

- 7.1 Best Efforts. DISTRIBUTOR shall make its best efforts to promote, market, sell and distribute the Products both vigorously and aggressively within the Territory, in accordance with the terms of this Agreement, with the objective of increasing the distribution and sale of the Products in the Territory. This includes:
- (1) Establishment of a sales office that provides its customer order lines and customer service.
 - (2) Provision of acknowledgement within 24 hours to all technical support inquiries and complaints from its customers in the territory.
 - (3) Process all orders and effect all shipments of VENDOR Products in a timely fashion.
 - (4) Provision of 24-hour, 7 days a week, 365 days a year Product ordering capabilities other than through third party electronic software distribution companies.
 - (5) Employment of sales representatives to call on prospects and customers.
 - (6) Attendance and/or exhibition at key trade shows in or relevant to the Territory.
 - (7) Provision of a return policy to its customers in accordance with VENDOR standards and local laws and conditions.
 - (8) Maintenance of adequate inventory to meet anticipated sales.
 - (9) Maintenance of a professionally designed Internet site.
 - (10) Translation. After receiving the program master from VENDOR, Licensee will see to the translation into the corresponding European languages if necessary.
 - (11) Licensee shall disclose the realized sales to VENDOR fully and in writing and shall transmit the fees due on a quarterly basis.
 - (12) Cooperative Advertising. DISTRIBUTOR shall have the option but not the obligation to participate in any cooperative advertising program VENDOR may offer to DISTRIBUTOR during the term of this Agreement.
 - (13) Personnel and Training. DISTRIBUTOR shall employ and train qualified personnel in order to carry out DISTRIBUTOR's obligations hereunder.
 - (14) Product Sale and Advertisement. DISTRIBUTOR shall insure that the Products are sold and advertised in the form required by all appropriate laws. All marketing collateral (brochures, videos, etc.) and translations must be pre-approved by VENDOR.
 - (15) Customer Complaints. DISTRIBUTOR will investigate, report on and take such reasonable action as is necessary or as VENDOR may request with respect to any complaints by DISTRIBUTOR's customers regarding the Products.
 - (16) Customer Lists. No less frequently than quarterly, DISTRIBUTOR shall provide VENDOR with a list of all customers of VENDOR Products, whether such list is

obtained through registration cards, online registration or from any other order information. Such list will be in the form and language managed by DISTRIBUTOR and will not be translated or otherwise modified. In the event that delivery of such lists to VENDOR is explicitly prohibited by law, VENDOR may make other arrangements for the delivery of such customer list that do not violate law and DISTRIBUTOR shall comply with such alternative arrangements. It is the intention of the parties that the list of customers is a valuable asset belonging to both VENDOR and DISTRIBUTOR, and that the delivery to VENDOR of such customer list is an essential part of this Agreement.

- (17) Product Recall. If VENDOR, any governmental agency or other proper authority issues a product recall of any of the Products, DISTRIBUTOR agrees to fully cooperate with VENDOR in obtaining the removal of all such recalled Products from DISTRIBUTOR's inventory and the inventory of its customers and in disposing of such recalled Product as VENDOR so directs. VENDOR agrees to reimburse DISTRIBUTOR for all direct out-of-pocket costs and expenses actually incurred by DISTRIBUTOR including the costs of manufacturing and promoting the product into the Territory as a result of securing the removal of and disposing of such recalled Products as requested by VENDOR.

8. AUDIT RIGHTS

- 8.1 During the term of this Agreement and for a period of two (2) years thereafter, VENDOR shall have the right during ordinary business hours and upon a ten (10) business days' notice to inspect DISTRIBUTOR's books and records for the purpose of verifying DISTRIBUTOR's compliance with the terms of this Agreement, including verification of the accuracy and completeness of any reports provided by DISTRIBUTOR.
- 8.2 In the event an audit of DISTRIBUTOR's books and records discloses that DISTRIBUTOR has underpaid the fees due to VENDOR, DISTRIBUTOR shall pay the discrepancy within fifteen (15) days following notice of such underpayment.
- 8.3 In the event an audit of DISTRIBUTOR's books and records discloses that DISTRIBUTOR has underpaid the License Fee due to VENDOR by 10% or more, DISTRIBUTOR shall pay the sum of the discrepancy, the amount of the auditing fees incurred by VENDOR with respect to such audit.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 9.1 VENDOR makes no warranties, either express or implied, regarding the software, including but not limited to the implied warranty of merchantability and fitness for a particular purpose.
- 9.2 In no event shall VENDOR be liable to DISTRIBUTOR for any indirect, special or consequential damages or lost profits arising out of or relating to this Agreement, VENDOR's products, or the performance or a breach thereof
- 9.3 DISTRIBUTOR will make no representations and warranties with respect to the Products or VENDOR's products or support except for those warranties specifically made by VENDOR.

10. CONFIDENTIALITY

- 10.1 Nondisclosure. During the term of this Agreement and at all times thereafter DISTRIBUTOR shall hold in strictest of confidence and will never disclose, transfer, convey or make assessable to any person any Confidential Information, whether oral or written. DISTRIBUTOR agrees not to use the Confidential Information for DISTRIBUTOR's benefit or the benefit of anyone other than VENDOR, unless (and only to the extent that) such information is or becomes publicly available through no action of DISTRIBUTOR. DISTRIBUTOR agrees to take reasonable precautions to prevent DISTRIBUTOR's employees, representatives, agents and others from disclosing or appropriating for their own use any and all such Confidential Information. If DISTRIBUTOR is unsure whether something is confidential, it should first check with VENDOR before disclosure.

11. ROYALTY AND PAYMENT TERMS

11.1 Royalty Rights. In consideration of the rights granted to DISTRIBUTOR, DISTRIBUTOR will pay to VENDOR the royalties for all commercially exploited Products, as provided below.

11.2 Quarterly Statement. DISTRIBUTOR shall submit to VENDOR quarterly statements including the following information or such other or additional information as VENDOR may reasonably request from time to time:

1. the total number of licenses for each Product commercially distributed by DISTRIBUTOR during the applicable quarter;
2. DISTRIBUTOR 's calculation of the total license fees due to VENDOR;
3. The line-item detail of approved advertising costs for which VENDOR has agreed to provide co-op funds;
4. The total number of complimentary and review copies of the Products distributed by DISTRIBUTOR during the applicable quarter;
5. Any other deductions from the total Royalties due that are allowed by this Agreement or by written agreement with VENDOR; and
6. DISTRIBUTOR's calculation of the total net royalty payments due to VENDOR.
7. The report shall be sent to VENDOR by facsimile or email in a form acceptable to VENDOR with a hard copy sent by mail.

11.3 Royalty Payments. Upon receipt of the Quarterly Statement, VENDOR shall invoice DISTRIBUTOR for payments due for the applicable quarter. Payments shall be due in the times set forth in the invoice. Such payments shall be made in USD or other currency agreed upon.

11.4 Price. VENDOR will sell to DISTRIBUTOR, during the Term of this Agreement, any number of End User licenses for Products at the purchase prices and with the discounts established in accordance with Exhibit C attached hereto.

11.5 Payment. All payments from DISTRIBUTOR to VENDOR shall be due no later than 30 (Thirty) calendar days from the date of invoice from VENDOR. DISTRIBUTOR will pay by wire transfer of funds to the bank and account number designated by VENDOR in USD. (payments can be done by credit card as well if necessary)

11.6 Late Payment Fee. Any amounts not paid by DISTRIBUTOR when due will be subject to a late payment fee computed daily at the rate of 0,1% of the amount. Should any payment(s) be more than thirty (30) days past due, VENDOR reserves the right to terminate the agreement until the payment(s) has/have been made. Additionally, failure to pay on time may be deemed a breach of this Agreement.

12. TERMS AND TERMINATION

12.1 Terms. This Agreement shall begin on the effective date mentioned on the first page and shall continue for twelve (12) months from the actual release of the Products in the Territory. This Agreement shall be automatically renewable by mutual agreement. If the DISTRIBUTOR or a third contracting party no longer achieves any sales with regard to the product, both parties shall be entitled to terminate the agreement upon 1 month written notice. Stock remaining on the market, in circulation, or in the production process may be distributed for a period of up to 6 months. After termination of this agreement all rights in the program shall go back to VENDOR.

12.2 Termination. This Agreement may be terminated pursuant to any of the following provisions:

- i. Breach. If either party commits a breach of any provision of this Agreement and fails to cure that breach (if curable) within fifteen (15) days after written notice from the non-breaching party describing the claimed breach, the non-breaching party may immediately terminate this Agreement without further notice. If the breach is not curable the notice shall effectively terminate this Agreement immediately upon delivery.
- ii. Competitor Relations. If DISTRIBUTOR enters into any understanding, agreement or other legally binding commitment, express or implied, formal or informal, with any competitor or vendor in regards to price, terms and conditions of sales, distribution, territories or customer, or exchange or discuss in any manner with a competitor, prices, terms or conditions of sale, or any other conduct which, in the opinion of VENDOR's legal counsel, violates any law including antitrust laws and trade regulation laws as they apply to VENDOR, it shall be considered a material breach of this Agreement. Upon such material breach, VENDOR shall have the right to terminate this Agreement effective immediately upon delivery of written notice to DISTRIBUTOR.
- iii. Insolvency. Either party may terminate this Agreement effective upon delivery of written notice to the other party if the party: (a) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; (b) makes a general assignment for the benefit of creditors; (c) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy; or (d) applies for the appointment for a receiver or trustee for any substantial portion of its property or assets or permits the appointment of any such receiver or trustee who is not discharged within thirty (30) days after such appointment.
- iv. End of Term. This Agreement will terminate upon the end of the term, and shall then be automatically renewed by mutual agreement.
Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, DISTRIBUTOR shall have a period of ninety (90) days to sell its existing inventory of Products in the Territory. Any current, saleable inventory not sold during this period will, upon VENDOR's written instructions, be either sent to VENDOR and/or deposited of. The price VENDOR will pay for the inventory and Products shall be the actual cost of such inventory, including in the case of Product which is packaged for retail sale the actual cost of assembly. Such price will be applied to any outstanding amounts due VENDOR, and/or paid to DISTRIBUTOR within sixty (60) days of the expiration or termination of this Agreement. After such ninety (90) day period, DISTRIBUTOR shall stop all solicitation of and sale of the Licensed software in the Territory. Upon expiration or termination of this Agreement for any reason, DISTRIBUTOR shall return or destroy, at VENDOR's request and expense, all documents and copies thereof which contain any confidential information of VENDOR. Upon expiration or termination of this Agreement for any reason, DISTRIBUTOR shall cease and desist from use of the Trademarks and Intellectual Property in any manner.
Current in shop inventory. Upon termination of this agreement, DISTRIBUTOR and VENDOR should discuss in good faith how to proceed with current inventory that may be returned by shops and DISTRIBUTORs. In the case of a recall and/or return of all current in shop inventory, VENDOR shall reimburse and/or compensate DISTRIBUTOR for the appropriate amount DISTRIBUTOR will have to reimburse and/or compensate the shops and/or DISTRIBUTORs for the return of the goods. The appropriate amount that VENDOR will have to reimburse DISTRIBUTOR should be based on the actual amount received by VENDOR for the original sales of said inventory, plus any extra cost incurred by DISTRIBUTOR for said recall and/or returns.
- v. Mutual agreement of the parties.

13. GENERAL PROVISIONS

- 13.1 Free Copies DISTRIBUTOR shall be entitled to hand out reasonable amounts of press, inspection, and advertising copies of the program free of charge while VENDOR shall not receive any payment for such copies.
- 13.2 Modification and Waiver. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers).
- 13.3 Restrictions. Except as specifically permitted by this Agreement or by mandatory laws, Distributor will not directly or indirectly:
 - 1. use any Confidential Information of Vendor to create any computer software program or user documentation which is substantially similar to any Product or User Documentation;
 - 2. reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code for any Product;
 - 3. encumber, time-share, rent or lease the rights granted by this Agreement; or
 - 4. copy, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any Products or other Confidential Information of Vendor or grant any party a license to engage in similar conduct.
- 13.4 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when received if delivered by hand, (ii) the next business day if delivered by electronic mail, telecopy or telegram, (iii) two (2) business days after placement with a reputable overnight carrier, or (iv) ten (10) business days after deposit, if placed in the mail for delivery by air mail, postage pre-paid, and addressed to the appropriate party at the addresses set forth on the first page hereof. If either party should change its address, such party shall give written notice of the other party of the new address in a manner set forth above, but any such notice shall not be effective until received by the other party.
- 13.5 Severability. In the event that any provision, or portion thereof, is held to be unenforceable by final order of any court of competent jurisdiction, such provision, or portion thereof, shall be severed here from without effecting the validity or enforceability of the remaining provisions.
- 13.6 Controlling Law/Contract. This Agreement shall be deemed to have been made in the Russia and its form, execution, validity, construction and effect will be determined exclusively in accordance with the laws of Russia, without reference to its conflicts of law principles. Any suit arising out of or relating to this Agreement must be brought and tried only in Russia.

The parties hereto have executed this Agreement plus the above checked Exhibits in a manner appropriate to each to be effective as of the Effective Date set indicated on the first page of this Agreement.

VENDOR
 Famatech International Corp.
 Dmitry Kurashev, President

DISTRIBUTOR

Signature:

Signature:

Date: _____, 20__

Date: _____, 20__

EXHIBIT A
Products:

1. Versions licensed for Republished Products

“Program names” are defined as the completely functional, non-expiring full versions, which need not to be registered or activated, installable on offline computers.

Radmin 3.XX box version

Other products may be added to this Exhibit by mutual agreement.

2. Development of the Localized Products

- a. DISTRIBUTOR agrees to help localize/translate (or arrange for localization/translation) the program and content included.
- b. The cost of this localization/translation will be paid by VENDOR, the cost of manufacturing boxes will be paid by DISTRIBUTOR
- c. VENDOR will own all rights to the localized version of the Products.
- d. If necessary, DISTRIBUTOR will take care of designing, creating and producing the packaging and advertising materials for the Territory, subject to approval by VENDOR.

EXHIBIT B
Territory and Channels:

1. Territory:

LIST OF COUNTRIES

2. Channels:

ESD channel sales cannot be limited.

3. Minimum sales volume:

Minimum quarter (3 months) license fee due to VENDOR should exceed USD, EUR, GBP 10,000.00

EXHIBIT C
SOFTWARE PRODUCTS LICENSE FEES/MSRP's SCHEDULE

Product: Radmin 3.XX box version

Software License	MSRP, USD, EUR, GBP
Radmin 3.XX box version (1 license)	59.00
Radmin 3.XX box version (5 licenses)	270.00 (54.00x5)
Radmin 3.XX box version (10 licenses)	490.00 (49.00x10)

DISTRIBUTOR discount for box versions: XX %

The pricing set forth above does not include VAT (value-added tax) or any other taxes that may be applicable in the Territory. All taxes are extra to the MSRP's. The pricing shall change in accordance with and only due to published public price change published by Famatech and offered to its customers.

EXHIBIT D
Famatech Marks:

RADMIN®

REMOTE ADMINISTRATOR®

RADMIN CS™

FAMATECH™