

AGREEMENT - Exclusive

THIS AGREEMENT is made the 24th day of September 2009,

BETWEEN: **John Doe** of 96 Hudson Avenue, NC 28139 USA
(hereinafter, together with their executors trustees & administrators severally & jointly termed **Doe**), of the First Part;

AND: **Hudson Capital Pty Ltd** of Suite 100, 125 Oxford Street, Bondi Junction in the State of NEW SOUTH WALES [hereinafter, together with his executors trustees & administrators termed "**Hudson**"], of the Second Part;

WHEREAS:--

- Hudson provides a specialized service that enables owners of audio books to have such audio books sold through iTunes, Amazon and Audible.com ;
- **Doe** is desirous of having audio books which it owns sold through iTunes, Amazon and Audible.com and wishes to engage Hudson to make this happen;
- This contract relates to **The Book of Examples** (hereinafter termed "**The Works**").
- Parties have agreed as follows:

NOW THIS AGREEMENT WITNESSETH:--

1. Doe warrants that it solely owns the copyright to The Works it wishes Hudson to have sold through iTunes, Amazon and Audible.com
2. Doe will extend a five (5) year exclusive distribution agreement to Hudson in regard to The Works it engages it to sell through iTunes, Amazon or Audible.com. The Works cannot be sold anywhere else as an audio book during this term. This five (5) year term will begin from the date The Works are uploaded onto iTunes, Amazon or Audible.com
3. Doe will deliver to Hudson an MP3 file or several files that make up The Works together with a chapter list that clearly shows what the chapter names are and in which order they should be played. Hudson will also provide Hudson with a short description of The Works as well as any reviews or other supporting material for marketing purposes.

4. Doe will deliver to Hudson a professionally designed, 600 x 600 pixel JPG file (72 DPI) that depicts The Works. This JPG thumbnail image will appear in iTunes, Amazon and Audible.com
5. Doe will pay Hudson USD\$285 to cover Hudson's time and expertise in regard to causing The Works to be listed for sale on iTunes, Amazon and Audible.com . It is agreed that Doe will only have to pay the \$285 from royalties earned from sales of The Works.
6. Hudson will pay Doe seventy percent (70%) of all royalties generated through the sale of The Works being sold through iTunes, Amazon and Audible.com under this agreement within 7 days of the said royalties being received by Hudson. As this contract stipulates an exclusive grant of rights, such royalties will be 20% of the price The Works were sold for - as shown on the royalty statements.
7. Hudson will email a copy of all royalty statements as they are received to Doe within 7 days of receiving such royalty statements.

IN WITNESS WHEREOF the Parties have hereunto signed their names upon the date first hereinbefore mentioned:

Signed as an Agreement)
 By the said)
Doe)
 Before:

Independent Witness

SIGNED by)
HUDSON CAPITAL PTY LTD)
[ACN 101 590 952])
 in accordance with Section 127)
 of the *Corporations Act* 2001 (Cth))