

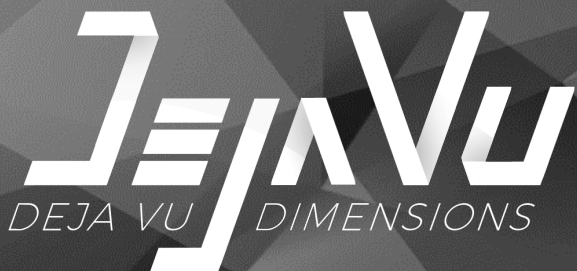
VIRTUAL REALITY VSP AGREEMENT

Publicity Project

Deja Vu Dimensions

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Vendor Showcase Project Agreement

1. OVERVIEW

1.1 Deja Vu Dimensions seeks to foster commerce by developing a collaborative, publicity project, virtual reality experience. In this endeavor Deja Vu Dimensions seeks to undertake agreements with select vendors to create synergistic publicity for all involved. The following lays out the details of this agreement.

2. RELATIONSHIP

2.1 THIS AGREEMENT made and entered into between Deja Vu Dimensions and _____ [here in referred to as "Vendor"].

2.2 Vendor agrees to provide goods or services free of charge to Deja Vu Dimensions for the purpose of development of a publicity project described as a "Vendor Showcase Project" [here in referred to as "VSP"].

2.3 Deja Vu Dimensions agrees to produce (1) one virtual reality experience using these donated products or services. Deja Vu Dimensions agrees to make the completed VR deliverable available to Vendor via online download in an appropriate format;

3. WORKS

3.1 Deja Vu Dimensions will retain rights and ownership to the VSP.

3.2 Vendor has the non-exclusive right to freely distribute the VSP VR experience publicly. Vendor may also make any derivative marketing materials from this experience and their involvement.

3.3 Deja Vu Dimensions and Vendor do not have the right to sell these videos under any circumstances without prior written consent by both parties.

3. COMPENSATION

3.1 Deja Vu Dimensions & Vendor both agree that they have not, and will not receive any compensation, other than whatever free publicity arises out of the production of the virtual reality publicity project.

4. RELEASE

4.1 Vendor recognizes that Deja Vu Dimensions has made a reasonable attempt to include unique products and services from each vendor but understands that some products or services may stand in close or direct competition with each other.

4.2 Vendor will hold Deja Vu Dimensions harmless and free from all liability in all such cases of conflicted interests. Vendor understands that Deja Vu Dimensions has invited and engaged those products and services which will best service the goals of the VSP's aim to garner publicity and demonstrate excellence in development and production techniques.

5. TERM

5.1 Unless terminated, the term of this agreement will begin on the signed Date and will end on the date of digital fulfillment by Deja Vu Dimensions.

6. MARKETING & PROMOTION

6.1 Vendor agrees to release their company name and logo to be used in the website and credits of the VSP, including online credit on the Deja Vu Dimensions website, and for inclusion in any 'Behind-The-Scenes' media.

6.2 Vendor may include the VSP with any informational materials they provide to clients or potential clients.

7. RIGHT OF REFUSAL

7.1 Deja Vu Dimensions reserves the right to refuse any Vendor's products or services. If Deja Vu Dimensions chooses to decline use of any Vendor's products or services, they will notify Vendor in writing, and return any products or services.

8. REPRESENTATIONS AND WARRANTIES

Vendor represents and agrees:

8.1 to have read and fully understand this release and its contents, and consequences of such that it shall be binding upon Vendor, their legal representatives and assigns and Vendor willingly signs this release; and

8.2 to have the legal authority to sign this agreement without breach of any prior agreements or applicable law including but not limited to prior agreements with any other person, company or entity.

By signing below, the undersigned represents that they are a duly authorized representative of Vendor and able to commit to the agreement outlined in this document.

WE THE UNDERSIGNED ENTER THIS AGREEMENT.

List products or services here: _____

Company: _____

Vendor Representative Name: _____

Vendor Representative Signature: _____

Date: _____

Phone: _____

Company: Deja Vu Dimensions

Deja Vu Dimensions' Representative Name: Daniel Morrison

Deja Vu Dimensions' Representative Signature: _____

Date: _____

Phone: _____