



AGREEMENT BETWEEN BOBLR® AND CREATIVE POSTING OF CREATIVE SOLUTION ON WWW.BOBLR.COM

August, 2010

1. Product and relationship

- Boblr® operates an Internet-based platform that facilitates introductions and transactions (the “Boblr® Service”); between producers of creative solutions (“Creatives”) and the consumers of such creative solutions (“Clients”)
- Clients have requested creative solutions referred to as a “Challenge” through the Boblr® Service
- Creative desires to view and respond to the Challenges by developing and proposing the creative solution including information, concepts, ideas and/or designs (the “Creative Solution”) and to disclose the Creative Solution to the Client for review, approval, and potential purchase.
- Client might choose to purchase Creative Solution (“Winning Solution” and pay to the relevant creative an amount (“Award”)

2. Effective Date

The Effective Date of this Agreement shall be the calendar day on which Boblr™ receives electronic confirmation that Creative has submitted a Creative Solution on Webcargo. If the Creative Solution wins an Award, The Creative will, only for the sake of good order, need to sign the Agreement along with providing payment details. The date of the signing of the agreement does not change the Effective date, but serves only as formal evidence to the Client.

3. Transfer of Creative Solutions to Boblr®

Subject to the terms and conditions of this Agreement, Creative hereby transfers all rights, title and interests in and to the Creative Solution and any Intellectual Property Rights (as defined below) embodied therein or related thereto to Boblr® to hold on behalf of Creative until released in accordance with Section 5 hereof.



For purposes hereof, "Intellectual Property" shall mean confidential information and other proprietary information and rights, copyrights, mask works, know-how, technology, designs, plans, ideas, marketing materials, inventions (whether patentable or subject to copyright or trade secret protection and whether reduced to practice), invention disclosures and any improvements thereto.

Boblr® is hereby appointed escrow agent to hold and release the Creative Solution and any intellectual property embedded therein, and Boblr® accepts such designation and agrees to hold and release the Creative Solution and any associated intellectual property in accordance with Section 5.

Boblr® acts hereunder as a depository only and is not responsible for or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of documents, Intellectual Property or other materials deposited with it.

4. Disclosure of Creative Solution to Client

Subject to the terms and conditions of this Agreement, Creative hereby authorizes Boblr® to retain the Creative Solution and to provide Client with access to such Creative Solution via the Boblr® Service for the sole and exclusive purpose of determining in good faith Client's interest in the commercial use and/or exploitation of the Creative Solution.

5. Release of winning Creative Solutions by Boblr®

Upon Client's selection of a winning Creative Solution, Creative will be notified that Client has selected a winning Creative Solution. If Creative's Creative Solution is selected as the winning Creative Solution, then Creative shall provide by email to Boblr®:

1. Payment details if Creative has chosen bank transfer as the payment method, or the e-mail address on which Creative has registered Creative's PayPal account
2. Pdf of signed Agreement for the sake of formality as the creative is bound by the Agreement cf. to Section 1.

Upon proof of transfer by Client, Boblr® shall deliver to the Client all rights, title and interest in the Creative Solution and any intellectual property embedded therein.

Information about the selection of the winning Creative Solution and the date of its selection, and corresponding release from escrow of all Creative Solutions held by Boblr® can be found on the Website, or by request at info@boblr.com.

6. Return of Creative Solutions

In the event that (i) Creative's Creative Solution is not the winning Creative Solution; or (ii) no winning Creative Solution is selected because fewer than five Creative Solutions are submitted in response to the Challenge, then all right, title and interest in Creative's Creative Solution and any intellectual property embedded therein shall be released from the escrow arrangement hereunder and shall be returned to



Creative outright. Such release of the Creative Solution from this escrow arrangement shall be deemed to have automatically occurred: (i) upon the selection of a winning Creative Solution other than Creative's Creative Solution; or (ii) upon Creative's receipt of notice from Boblr® that fewer than five Creative Solutions were submitted in response to the Challenge.

Boblr® may retain a copy of the Creative Solution, which cannot be commercially exploited without written acceptance from Creative.

7. Warranties

Creative represents and warrants that:

1. Creative has the full and unrestricted right to enter into this Agreement and to disclose the Creative Solutions;
2. Neither Creative's execution of this Agreement nor Creative's disclosure and/or sale of the Creative Solutions, will violate any applicable law, rule or regulation, or breach or conflict with any contractual or other obligation of Creative to any other party;
3. The Creative Solution is the original work of Creative or in the public domain, is free and clear of any and all restrictions, and will not to the best of Creative's knowledge infringe the intellectual property or other proprietary rights of any other party.

8. Confidentiality

Boblr® understands that the unauthorized disclosure of the Creative Solution to others could damage Creative. In recognition thereof, Boblr® will take reasonable steps to ensure that Client holds the Creative Solution confidential, including requiring Client to agree in writing not to make unauthorized disclosures. Notwithstanding the foregoing, in the absence of its own negligence, Boblr® shall not be liable for Client's failure to keep such information confidential or protect against disclosure to third parties.

9. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of Denmark and all disputes arising under this Agreement shall be referred to the courts of Denmark, to the non-exclusive jurisdiction of which the parties hereby submit.