

Higher Aim Inc. (dba Sermonspice.com) Independent Vendor Agreement

EXCLUSIVE

The Higher Aim Inc. Independent Media Submission Agreement (hereinafter "agreement") will be entered into on _____ by and between Higher Aim Inc. (hereinafter "Distributor") and _____ (hereinafter "Vendor."). The parties hereby agree to be bound by the following terms and conditions:

1. Scope of License

a. Distributor provides for the exclusive worldwide distribution of downloadable content (hereinafter "Media") via the internet through any website owned by Distributor or affiliates of Distributor including but not necessarily limited to SERMONSPICE.COM.

b. Vendor produces Media content and desires Distributor to distribute said content via any website owned by Distributor or affiliates of Distributor including but not necessarily limited to SERMONSPICE.COM.

c. The Media title(s) this agreement covers is/are entitled by Vendor as [SEE ATTACHED EXHIBIT(S)].

2. Warranties by Vendor

a. Vendor warrants that Vendor is the sole owner and controlling party regarding all intellectual property rights associated with the Media content submitted to Distributor. These include, but are not necessarily limited to, any and all copyrights, trade secrets, patents, moral rights, trademarks, service marks and any other intellectual property rights that are contained within the submitted Media content. Vendor agrees that the submitted Media content does not infringe on any third party's right of privacy or publicity. Vendor further agrees that the submitted Media content was made pursuant to the Vendor seeking and receiving any and all written releases from any actors, performers, writers, and building owners necessary for a lawful release and distribution of the Media content via the world wide web. Vendor agrees to indemnify Distributor, hold Distributor harmless, and defend Distributor from any civil claims filed on behalf of any third party who has had an intellectual property right of any nature infringed by the Vendor through the creation or distribution of the submitted Media content and any civil claim of any nature, including but not limited to, a violation of a right of publicity, privacy, and lack of an appropriate, lawful and binding release for any video, text, graphic, musical, or sound property embodied within the submitted Media content.

b. Vendor also agrees to indemnify Distributor, hold Distributor harmless, and defend Distributor from any civil, regulatory or criminal action relating to any worldwide statute, rules, regulations, enactment, common law, slander, libel, indecency, obscenity, contractual rights, assignments, licenses, operation of law and transfers regarding Media content covered under the agreement for the period of time this agreement is active and for five (5) years from the date that the agreement is terminated.

c. Vendor warrants that, by submitting the Media content to Distributor, Vendor has not violated the rights of any third person or entity.

3. License Granted to Distributor

a. Vendor hereby grants to Distributor the exclusive rights to encode, archive, reproduce and distribute downloadable Media file formats of the submitted Media content via the internet for a period of one (1) year.

b. After the initial one (1) year term, this agreement will automatically renew for additional successive terms of one (1) year each unless either party gives the other party written notice (email transmission will be an excepted form of written notice) of its intent not to renew the agreement. Written notification of intent not to renew this agreement must be submitted at least thirty (30) days prior to the end of the expiring term or renewal period.

c. Distributor also has the right to create marketing affiliates, and/or allow sub-distribution of Vendor's Media content pursuant to the same terms and conditions of this agreement.

d. Vendor grants Distributor the right to use the Vendor's name and likeness to promote the submitted film or video.

e. Unless other licensing arrangements exist, Vendor understands and agrees that purchases of Vendor's Media content grants the purchaser the nontransferable license to playback said content in both public and private live audience settings. License to playback via radio, cable, television or internet are granted to the purchaser, as stipulated by the Vendor on a per product basis.

4. Removal from Distribution

a. Distributor has the right to withhold the submitted Media content from distribution for any reason or no reason at all. If distributor withholds Media content from distribution for any reason or no reason at all, Vendor is in no way freed from any aspects of this agreement.

b. Distributor shall have the obligation, however, to pay Vendor any monies earned pursuant to the balance of the terms and conditions of this agreement, and prior to the submitted Media content being removed by the Distributor from distribution.

c. Both parties agree to attempt to resolve any issues in a timely fashion in order to resume distribution of Vendor's Media content.

5. Vendor Compensation

a. Distributor shall set the sales or licensing fees to be charged to consumers, but shall endeavor to obtain a fair market value for any sale or license of the submitted Media content.

b. Distributor shall pay Vendor sixty percent (60%) of all net receipts earned by Distributor from the Vendor's Media content covered by this agreement via licensing, direct sales, affiliate sales, sub-distribution sales or reproduction rights relating to the submitted Media content. Net receipts are defined as gross receipts less the sum of (1) product refunds, and (2) compensation due to marketing affiliates, artist representatives, and/or sub-distributors. Payments will be sent by the fifteenth (15th) day of the month following the month during which the sale was made or the activity occurred which generated the revenue.

6. Copyrights

a. At all times the copyright(s) to the submitted Media content shall remain in the ownership of the Vendor and/or original owner of said copyright(s).

7. Liquidated Damages

a. In the event that the Vendor is determined to be in violation of the exclusivity requirements, where applicable, of this agreement, the Distributor, at its sole discretion, shall be entitled to an immediate payment from Vendor equal to forty-five percent (45%) of any and all monies paid or owed to the Vendor pursuant to the terms and conditions of this agreement.

b. Should the Vendor be unable or unwilling to pay the Distributor this sum upon demand by Distributor, via certified funds, the Distributor shall have the right to continue to distribute, market, sell, and license the submitted Media content and keep all earned monies from Vendors sales until that sum is received from the Vendor.

8. Jurisdiction

a. In the event of any dispute between the parties, the Jurisdiction for said dispute shall be the State of California. In the event of any dispute between the parties, the parties agree to attend mandatory, binding arbitration at the JAMS alternate dispute resolution office nearest to the offices of Higher Aim Inc. Further information regarding JAMS can be found at:

<http://www.jamsadr.com/index.asp>.

9. Independent Contractor.

The parties agree that Vendor is an independent contractor and nothing in this agreement shall be construed as creating an employment relationship between Distributor and Vendor. Accordingly, Vendor shall be responsible for paying all expenses and taxes incurred by Vendor in operating Vendor's business and Distributor shall have no responsibility for payment of any of Vendor's expenses or withholding of any taxes on behalf of Vendor.

Vendor has read the agreement, understands all that it contains, and agrees to terms and conditions. Initial here_____.

_____ Vendor (Signature)	_____ Vendor (Print Name)	_____ Date
_____ Address (Please print)		
_____ City State Zip		
_____ Distributor (Signature)		_____ Date

Exhibit A: List of Audio/Visual Content Included in This Agreement

499 W. Bedford, Ste. 101—Fresno, CA 93711
Ph. 559-435-5373—Fx. 559-272-2240—www.Sermonspice.com

BLANKET AGREEMENT COVERING ALL EXISTING Vendor TITLES SUBMITTED TO DISTRIBUTOR AND SOLD ON WEBSITE OWNED BY DISTRIBUTOR OR AFFILIATES OF DISTRIBUTOR INCLUDING BUT NOT NECESSARILY LIMITED TO SERMONSPICE.COM

Vendor has read the “Exhibit A:” and understands all that it contains, and agrees to its terms and conditions. Initial here_____.