

Stock**Media**.net



MARKETING NETWORK CONTRACT

This **Marketing Network Contract** (hereafter referred to as the "Agreement") is made effective as of the _____ day of _____ in the year 200____ between Stock Media Corporation with offices at 1123 Broadway, Suite 1006, New York, NY 10010 (hereafter "Stock Media") and _____ located at _____ which is a U.S.-based entity/non-U.S. entity (hereafter the "Rights Holder").

WITNESSETH:

WHEREAS, Stock Media is serving as a marketing channel, technology enabler and content conduit to assist the Rights Holder in transacting with clients who desire products of the Rights Holder in exchange for a fee or percentage of the transaction; and

WHEREAS, the Rights Holder desires to refer clients to Stock Media in exchange for a percentage of the transaction; and

WHEREAS, the Rights Holder grants to Stock Media a revocable, non-exclusive right to edit, modify, market, distribute, display, license, sub license and/or sell its visible and audible creative works submitted by Rights Holder and accepted by Stock Media; and

WHEREAS, the parties desire to provide for the orderly conduct of the business arrangements between them and to promote their mutual interest by imposing certain restrictions and obligations on themselves.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Authority.** Stock Media shall serve as a marketing channel, technology enabler and content conduit to assist Rights Holder in transacting with clients who desire products of the Rights Holder. Except as may otherwise be limited or altered in the Authorizations (defined below), the visible and audible creative works submitted by Rights Holder and accepted by Stock Media ("Content"), shall be priced and authorized for use by Stock Media in its sole discretion.

2. **Rights Holder's License of Content to Stock Media.**

- a. Web Sites. The Rights Holder hereby grants to Stock Media a revocable, non-exclusive license and right to edit, resize, crop, market, distribute, display, license, sub license and/or sell the Content world-wide, directly and indirectly, via a network of affiliated e-commerce web sites or information pages accessible via a wide area network of computers (hereafter "Web Sites") for use in any and all forms, except as limited or altered in the Authorizations section below. This Agreement is not exclusive and in no way limits the ability of the Rights Holder to use and/or otherwise license its Content in any way that it deems appropriate unless otherwise stated herein.
- b. Authorizations.
 - i. The Rights Holder may recommend licensing parameters for Content via methods approved by Stock Media such as region of use and target specific markets for distribution of Content, or otherwise by requesting inclusion of said Content in certain Web Sites to designate Content for sale as Royalty Free, or for licensing as Rights Protected, or for sale or licensing as Redesigns (herein collectively referred to as "Authorizations"). Rights Holder shall convey Authorizations with each piece of Content in a form acceptable to Stock Media. Stock Media will make software available to Rights Holder to facilitate this process. In each instance that Authorizations are not conveyed by the Rights Holder with the Content or that such disagrees with the Authorizations agreed to herein, Rights Holder accepts and agrees that the Authorizations granting Stock Media more and/or broader authority shall control.
 - ii. Category Authorizations. Initial each provision to authorize Stock Media accordingly. At least one provision must be initialed. Provisions not initialed are not authorized.
 - (1) Rights Holder authorizes Stock Media to license Content for uses that are paid for on a fee-per-use basis and that are limited by media type, usage, size, duration, quantity of locations or viewers or other such similar licensing parameters (herein referred to as "Rights Protected"). _____ (initial)
 - (2) Rights Holder authorizes Stock Media to sell Content for uses which are substantially or entirely unrestricted uses in perpetuity for which clients pay one flat fee (herein referred to as "Royalty Free"). _____ (initial)
 - (3) Rights Holder authorizes Stock Media to modify, redesign, repurpose, change or combine Content in whole or in part to create derivatives and combinations of Content for niche markets (herein "Redesign" or "Redesigns") and to license or sell Redesigns as Rights Protected or Royalty Free. _____ (initial)
- c. Hosting. Rights Holder authorizes and requests that Stock Media host Content in its online Marketing Network and hosting environment in which Rights Holder may opt to control some, but not all, of the licensing and other parameters and for which service Rights Holder agrees to pay Stock Media regular service fees or a percentage of sales as stated herein (hereafter "Hosting").

3. **Royalties.** Within seventy (70) days of the date that Stock Media receives payment for licensing or sale of Content as Rights Protected, Royalty Free and/or Redesigns (hereafter a "Gross Revenue"), Stock Media shall pay Rights Holder (in U.S. dollars) a percentage of the amount actually received less any and all fees, costs, expenses and the like, such as credit card fees, Content delivery charges, bulk discounts, late fees, taxes, sales taxes, returns and credits, and infringement expenses such as legal fees (hereafter "Net Revenue"). Stock Media shall pay the Rights Holder seventy percent (70%) of Net Revenue derived from licensing of Content (hereafter a "Royalty" or "Royalties").
4. **Sales Commissions.** Stock Media will pay affiliated sales channels also known as the Stock Media Preferred Partner Program, commissions for referring clients that Stock Media deems qualified, to Web Sites (hereafter "Sales Commissions"). These Sales Commissions are paid from the Stock Media share of Net Revenue and do not affect the Royalties paid to the Rights Holder. The Rights Holder is automatically enrolled as a Preferred Partner, at its choosing, subject to the terms and conditions of Stock Media's Preferred Partner Program. Within seventy (70) days of the date that Stock Media receives Gross Revenue that qualifies for Sales Commissions, Stock Media shall, except as is otherwise set forth herein, pay Rights Holder (in U.S. dollars) twenty percent (20%) of Gross Revenue derived from the sale or licensing of Content by qualified buyers, provided that:
 - a. Gross Revenue is a direct result of a sales referral by the Rights Holders, and
 - b. The Content buyer has reached Web Sites from an HTML link controlled by the Rights Holder, and
 - c. The Content buyer is correctly associated with the marketing network membership ID number of the Rights Holder (hereafter the "Membership ID") at the time of the referral, and
 - d. The referred Membership ID is correctly captured and stored in a database of the Web Sites, and
 - e. The Content buyer initiates an action during the referred visit to Web Sites, such as adding Content to their digital shopping cart, that leads to the eventual licensing of that specific piece of Content, and
 - f. The Content buyer does buy or license that Content and pays for said Content.
5. **Fees.**
 - a. **Membership Fees.** The Rights Holder i) if a U.S.-based entity, shall pay Stock Media six hundred dollars (US\$600) or the then current fee schedule for setup/membership in the StockMedia.net Marketing Network, or ii) if a non-U.S. entity, shall pay Stock Media eight hundred (800) Euros or the then current fee schedule for setup/membership in the StockMedia.net Marketing Network,
 - b. **Submission Fees.** The Rights Holder shall pay Stock Media an editing and content integration fee of ten cents (US\$0.10 or 0.10 Euros) or the then current fee schedule for each piece of Content put online at Web Sites. Submission Fees are subject to a minimum of twenty-five dollars (US\$25.00) or twenty-five (25) Euros per submission, regardless of quantity or acceptance on file.

Network Fees. The Rights Holder shall pay Stock Media a marketing and network administration fee for each piece of Content, said fee being either a percentage of Net Revenue or a monthly fee per piece of Content. Initial one provision to select a payment method. One provision must be initialed. The provision not initialed is not authorized.

- i. Percentage of Revenue. The Rights Holder shall pay Stock Media twenty percent (20%) of Net Revenue. _____ (initial); Or,
 - ii. Monthly Fee per Content. The Rights Holder i) if a U.S.-based entity, shall pay Stock Media ten cents (US\$0.10) per month or the then current fee schedule for each piece of Content online at Web Sites, or ii) if a non-U.S. entity, shall pay Stock Media twelve cents (0.12 Euros) per month or the then current fee schedule for each piece of Content online at Web Sites. _____ (initial). Licensee will pay Stock Media a minimum of one hundred dollars (US100) monthly, regardless of the quantity of Content online at Web Sites.
- c. Deletion Fees. The Rights Holder shall pay Stock Media one cent (US\$0.01 or 0.01 Euro) for each piece of Content that is purged, deleted or removed from Web Sites by Stock Media, regardless if the reason it is done is at the Rights Holder's request or by reason of Rights Holder's conduct (hereafter "Content Deletion Fee"). The Content Deletion Fee is subject to a minimum of ten dollars (US\$10.00) or ten (10) Euros for each multiple item deletion request by the Rights Holder. Stock Media may elect to and is authorized to purge, delete or remove Content from Web Sites at any time in its sole discretion. This Content Deletion Fee is waived for Content deleted if said deletion is done at the choice of Stock Media for any reason other than a violation of this Agreement by The Rights Holder.
- d. Optional Fees. The Rights Holder may elect to request or engage optional services from Stock Media and shall pay Stock Media amounts designated herein or the then current fee schedule for optional services, as follows:
- i. Keywording at the rate of US\$3.00 or 3 Euros per image for which Stock Media will keyword, caption and annotate Content.
 - ii. Scanning. at the rate of US\$10.00 or 10 Euros per image for which Stock Media will digitize and optimize Content.
 - iii. Header/Banner Branding. at the rate of US\$300 or 300 Euros, per branding for which the Rights Holder may provide the Header/Banner branding, footer contact information and metadata search engine criteria that appears on or with displayed Content search results for searches controlled by the Rights Holder.
 - iv. Header Design. at the rate of US\$200 or 200 Euros per design for which Stock Media will provide the design and HTML for Rights Holder's Header/Banner Branding.
 - v. Price List. at the rate of US\$300 or 300 Euros per country for which the Rights Holder may substantially influence prices charged for Content and uses of Content by the end user, subject to the approval of Stock Media.
 - vi. Branding or Price List Changes. at the rate of US\$100 or 100 Euros per change for which the Rights Holder may alter the Header/Banner Branding or Price List.
 - vii. Specialty Services. at the rate of US\$80 or 80 Euros per hour for which Stock Media will provide the Rights Holder various mutually agreeable services, programming or

consulting as detailed in the Fee Schedule

- e. Fee Schedule. Available for public access at <http://www.stockmedia.net/marketing> or a URL designated by Stock Media shall be a schedule of fees and descriptions of services available which is subject to modification at any time by Stock Media in its sole discretion without prior notification (herein the then current "Fee Schedule").
 - f. Offset Fees. Stock Media shall have the right to offset any and all fees due to Stock Media from the Rights Holder against Royalties owed to Rights Holder.
6. **Exclusive Sales By Rights Holder.** The Rights Holder shall advise Stock Media in writing of each and every sale of any Content sold and/or licensed, without limitation of time and/or for unlimited use, or that is or will be included in any Royalty Free product if said Content is available for licensing as Rights Protected by Stock Media.
 7. **Marketing.** Stock Media may, in its sole discretion and at no cost to Rights Holder, use or include Content and the name and logo of the Rights Holder in any advertising, marketing or promotional materials, whether in print or digital form, that directly or indirectly benefit Stock Media or the Rights Holder. Stock Media may, in its sole discretion and at no cost to Rights Holder, integrate a visible watermark which may be similar to the Stock Media logo into Content that is viewable by users prior to licensing by the user.
 8. **Barter.** Stock Media agrees not to give away, trade or barter Content without assigning a fair market value to the transaction and paying a Royalty to the Rights Holder on such fair market value.
 9. **Records.** Stock Media shall facilitate online access to review all records directly relating to the Content, and permit an independent accountant representing the Rights Holder to access and review, at Rights Holders' cost, during Stock Media's normal business hours upon reasonable notice, accounting records that directly relate to the Content, provided that it does not unreasonably interfere with Stock Media's normal operations.
 10. **Submission Rules.** The Rights Holder shall submit Content only in digital form, accompanied by full, accurate, competent caption and keyword information also in a digital form, both in a format acceptable to Stock Media. The Rights Holder shall clearly mark the Content for inclusion in one intended web domain and may optionally recommend inclusion in additional niche market domains, said designations shall be deemed to be authorizations by Rights Holder to Stock Media to use the said Content in such a manner, and in the event said designation is different from that set forth herein, the one that grants Stock Media more and/or broader authority shall control. The Rights Holder agrees that Stock Media may reject any Content for any reason. Rejected submissions are purged, but can be resubmitted, subject to normally applicable charges and reedit. The Rights Holder shall only submit Content that is not pornographic, libelous or obscene and that does not knowingly violate any laws or third party rights.
 11. **Enforcement.** Stock Media shall take all actions commercially reasonable, in Stock Media's sole discretion, to defend and enforce the Rights Holder's copyright in the Content, provided that, Stock Media shall not be obligated to commence any litigation to enforce such rights. The Rights Holder, upon notice to Stock Media, shall retain the right to pursue any copyright infringement of the Content.
 12. **Link.** The Rights Holder shall display an HTML link from its web site to <http://www.StockMedia.net> or whatever unique URL that Stock Media assigns to the Rights Holder. Stock Media will provide an online process to facilitate the creation of links.

13. **Information.** Stock Media shall own all information gained, acquired and/or derived from the process of licensing or selling the Content. The Rights Holder shall not disclose or share with others any of the knowledge or information to which Stock Media has granted access to the Rights Holder or any trade secrets, business methods and strategies, confidential or proprietary information of Stock Media that is not commonly known outside of the parties, regardless of the source, for which reasonable effort has been made by the information owner to keep such information private (herein "Confidential Information") from the date of execution of this Agreement until twelve (12) months after its termination. Stock Media shall not reveal any Confidential Information of the Rights Holder that it learns while this Agreement is in force.
14. **Trademarks.** "Stock Media", "Digital Licensing Platform", "Empower Creators", "Preferred Partner Program", "Keyword Compiler", "Keyword Creator", "Ideamaze" and "the one-stop creative toolbox" are trademarks of Stock Media. Rights Holder agrees to not use or permit use of these or other trademarks of Stock Media without prior written authorization of Stock Media.
15. **Representations and Warranties.** The parties each represent and warrant to the other, and so long as this Agreement shall remain in effect, shall be deemed to continuously represent and warrant, that:
 - a. If a corporation, or other such entity, each is duly organized, validly existing and in good standing under the laws of the state of their respective incorporation. Each has full power and authority to carry on its business in the places where its business is conducted.
 - b. Each party has the requisite power and authority (corporate or otherwise) to execute and deliver this Agreement, to perform fully its respective obligations hereunder. The execution and delivery of this Agreement, the performance of each party's obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action.
 - c. Each party has duly executed and delivered this Agreement. This Agreement constitutes the legal, valid and binding obligation of each party, enforceable against it in accordance with its terms.
 - d. The Rights Holder represents and warrants to Stock Media and any of Stock Media's licensees that if indicated by Rights Holder in any form, including but not limited to indication verbally or as text as "R", "MR", "PR", "Model Released", "Property Released" or "Released", Rights Holder has or can obtain upon request all necessary rights to the Content, including but not limited to copyright, model rights and property rights. Rights Holder further warrants that Rights Holder has no knowledge or reasonable assumption that Content does or would infringe on any third party rights, including but not limited to copyright, model rights, property rights, patent, trademark, trade secrets, or any other intellectual property right or privacy right and does not knowingly defame or liable any third party or is likely to defame or liable any third party.
 - e. Stock Media will make no claims to end-users as to the existence or quality of proprietary rights, and shall include in the terms and conditions of its end-user agreement, "No model releases or other releases exist for any Content unless the existence of such release is specified in writing by the Rights Holder. Stock Media is not the Rights Holder."

- f. The Rights Holder represents and warrants that he/she/it fully understands, accepts and agrees that Rights Holder is entering Content into a universally accessible Stock Media database via a fully automated process, and that Stock Media might not view or edit or have specific knowledge of Content that is submitted to or available from Stock Media. Rights Holder represents and warrants that he/she/it accepts full responsibility for Content and that Rights Holder has done due diligence to insure that Content is appropriate, legal and non-infringing of third party rights as described herein.
 - g. The Rights Holder represents and warrants to Stock Media and any of Stock Media's licensees that all information conveyed to Stock Media or licensees by Rights Holder is true and correct to the best of his/her/its knowledge.
 - h. The Rights Holder represents and warrants to Stock Media and any of Stock Media's licensees that (i) it has and during the term hereof it shall continue to have adequate staff of a minimum of two full-time employees and technology to support and service client requests and delivery of high resolution versions of the Content from its place of business or that of its agent or representative which shall be open year round during normal business days and hours, or (ii) clients and licensees of Content can access and will be able to access via the Internet a perpetually accessible e-commerce process with instantaneous download capability to license and receive high resolution Content.
 - i. Insurance. The Rights Holder is insured and shall remain insured for the purpose of defending third party claims of liable or defamation of character.
16. **Modification of Agreement.** Stock Media may modify any of the terms and conditions in this Agreement at any time at its sole discretion by serving written notice to the Rights Holder of these modifications. The Rights Holder may elect to terminate this Agreement within 30 days of receiving notice of modification. In the event of termination by Rights Holder due to such modifications, any charges for Content removal by the Rights Holder are waived. The failure of Rights Holder to terminate this Agreement within 30 days constitutes acceptance of modifications of the Agreement and replacement of Agreement with the modified version.
17. **Term and Termination.** This Agreement shall commence on the date indicated herein and shall remain in full force for one year from that date and shall renew automatically annually for consecutive one year terms thereafter unless terminated by either party, as permitted herein. This Agreement may be terminated at any time and for any reason by either Stock Media or the Rights Holder, provided that:
- a. The terminating party delivers written notice of termination to terminated party and receives written confirmation of receipt of the termination notice from the terminated party; and
 - b. Provision 13 herein (Information) shall continue in force for twelve (12) months from the date of termination; and
 - c. Payments due from Stock Media to the Rights Holder and from the Rights Holder to Stock Media continue to be due and payable according to the terms and conditions herein; and
 - d. Stock Media has the right, in its sole discretion, to continue to sell or license Content, subject to the terms and conditions of this Agreement, for up to nine (9) months from the date of termination; and

- e. Stock Media has the right, in its sole discretion, to maintain Content in its databases and online at Web Sites for up to six (6) months from the date of termination and to purge, delete and/or destroy all Content in its possession or control within these six months.
- 18. **Return Of Content.** No Content, captions, keywords or information or data of any kind will be returned to Rights Holder. Instead, said material and Content will be purged, deleted or destroyed if it becomes unmarketable by Stock Media for any reason in Stock Media's sole discretion.
- 19. **Limitation of Liability.** Stock Media shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from the unavailability of Web Sites or any features thereof or any materials included therein.

NEITHER STOCK MEDIA NOR ANY ENTITY AFFILIATED WITH STOCK MEDIA SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH STOCK MEDIA'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, STOCK MEDIA SHALL HAVE NO LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO (A) ANY FAILURE OR MALFUNCTION OF THE WEB SITES, (B) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE WEB SITES, OR ANY INACCURACY THEREIN. LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE RELATIONSHIP BETWEEN STOCK MEDIA AND THE END USER OR STOCK MEDIA AND THE RIGHTS HOLDER SHALL NOT EXCEED THE AMOUNT PAID TO RIGHTS HOLDER BY STOCK MEDIA UNDER THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTHS.

- 20. **Indemnification.**
 - a. If the Rights Holder is also the Content Creator, defined for the purposes of this Agreement as the individual, group or business entity that created or participated in the creation of, in whole or in part, the Content (herein referred to as the "Content Creator"), The Content Creator agrees to defend, indemnify and hold harmless Stock Media against any and all claims, suits, actions, or other proceedings brought against Stock Media based on or arising from any claim (i) that Stock Media's use of any Content infringes on any copyright, patent, trademark, trade secret or any other intellectual property right of any third party or (ii) that results from any act alleged to be defamatory or libelous or a violation of privacy by the Rights Holder, and further agrees to pay any and all costs, damages and expenses, including reasonable attorneys' fees for an attorney of Stock Media's own choosing, incurred by Stock Media in connection with or arising from any such claim, suit, action or proceeding. Stock Media shall have the right to offset any such amounts to Stock Media against monies owed to Rights Holder.

- b. The Rights Holder agrees to defend, indemnify and hold harmless Stock Media against any and all claims, suits, actions, or other proceedings brought against Stock Media based on or arising from any claim that results from breach of this Agreement by the Rights Holder, and further agrees to pay any and all costs, damages and expenses, including reasonable attorneys' fees for an attorney of Stock Media's own choosing, incurred by Stock Media in connection with or arising from any such claim, suit, action or proceeding. Stock Media shall have the right to offset any such amounts to Stock Media against monies owed to Rights Holder.
- c. Stock Media agrees to defend, indemnify and hold harmless the Rights Holder against any and all claims, suits, actions, or other proceedings brought against the Rights Holder based on or arising from any claim resulting from the modification of or addition to the Content by Stock Media, and Stock Media further agrees to pay any and all costs, damages and expenses, including reasonable attorneys' fees for an attorney reasonably acceptable to Stock Media, incurred by the Rights Holder in connection with or arising from any such claim, suit, action or proceeding resulting from said modifications or additions.
- d. Paragraph 20a shall not be applicable to this Agreement if Rights Holder is not also the Content Creator as defined in paragraph 20a.

21. **Miscellaneous.**

- a. **Good Faith.** The Rights Holder and Stock Media shall work together in good faith and act ethically with honesty and integrity in all dealings and representations to each other.
- b. **E-mail and Facsimile.** Information conveyed by fax or E-mail with confirmation of receipt of said fax or E-mail shall be considered legally binding as if this conveyance was done by mailed letter with a binding signature.
- c. **Headings.** The headings and titles contained in this Agreement are included for convenience only and shall not limit or affect the terms of this Agreement.
- d. **Independent Contractor.** The Rights Holder is an independent contractor, responsible for all charges, fees, taxes, duties and government regulations concerning Royalties and Sales Commissions paid to it. No partnership, joint venture, employment, agency, fiduciary or other relationship exists between the Rights Holder and Stock Media.
- e. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors, heirs, assigns and legal representatives, whether or not any such person shall have executed this Agreement or otherwise agreed in writing to become a party hereto. "Stock Media" and "Rights Holder" in all instances shall include the corporate entity and all employees, shareholders, agents, affiliates and authorized representatives of each respective company or individual, provided that Stock Media or the Rights Holder, if a corporate entity, is solely liable and that individuals associated with the corporation are not personally liable.
- f. **Entire Agreement; Waiver.** This Agreement represents the entire Agreement between the parties, oral and written. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. No course of dealing, course of performance, or the failure of either party to strictly enforce any term, right or condition hereof shall be construed as a waiver of any term, right, or condition.
- g. **Presumptions.** This Agreement has been drafted on mutual contribution of language, and is not to be construed against any party hereto as being the drafter hereof or causing same to be drafted.

- h. **Survival of Intent.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is maintained, and the remainder of this Agreement shall have full force and effect.
- i. **Further Assurances.** From and after the date of this Agreement, each of the parties hereto agrees to execute whatever additional documentation or instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.
- j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

22. **Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A applicable to agreements executed and to be performed entirely therein. The parties hereby irrevocably consent and submit to the sole and exclusive jurisdiction of any court or tribunal of the State of New York, County of New York. Any disputes arising hereunder which the parties cannot resolve in good faith within two (2) months of the date of the written notice of such dispute, shall be submitted to the American Arbitration Association in the State of New York, County of New York, for Arbitration in accordance with its commercial rules of procedure. The parties agree that the Arbitral Award shall be final and binding upon both parties. Nothing herein shall be deemed to prevent a party from seeking equitable relief from a Court of competent jurisdiction regarding any breach hereof.

IN WITNESS WHEREOF, Stock Media and the Rights Holder agree to the terms and conditions herein.

Stock Media Corporation

Rights Holder:

Signed: _____

Signed: _____

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