



## **Media Product Release and Sales Agreement**

This Media Product Release and Sales Agreement (“Agreement”), is made effective as of the date signed below, and is between Kingdom Congressional International Alliance, Inc. (“KCIA” “we” “us” “our”) a nonprofit corporation based in Gig Harbor Washington, doing business as the 8thMountain, and the Media Provider (“you” “your”) whose signature and contact information appears below in the “Media Provider” box. This Agreement is governed by, and subject to interpretation and adjudication in accordance with, the Laws of Washington, and inures to the benefit of your heirs and assigns, and ours.

### **Media Provider understands that the 8thMountain:**

- Is a Media Products and Services marketing platform offered by KCIA.
- Uses traditional and online channels, including TV, radio, streaming internet, websites, eMail, and social media (collectively, our “Platform”).
- Derives its income from the commercial sales of Media Products and Services, including Videos, AudioBooks, and eBooks in various formats. Media Products may be delivered to customers in on-demand, downloadable, and in hard media formats (CD / DVD / Print).
- Offers Media Products (1) For FREE, (2) For individual Purchase in our online Store, and (3) As part of a paid subscription service.
- Engages Affiliate Marketers to promote our Platform, who are paid a negotiated commission of each Media Product purchase or subscription purchase completed by customers who are referred to the 8thMountain.com by that Affiliate Marketer.
- Takes commercially reasonable steps to protect any information or Media Product that you submit against unlawful access, piracy or other unauthorized use, but cannot be held liable for the actions of others.
- By submitting any Media Product to us, you specifically acknowledge and agree that:
- You may designate any Media Product submitted to be offered “Free” or “For Sale.”
- You release us from any liability concerning any acts of piracy, theft, or other unlawful use of your Media Product.
- We may accept or reject your Media Product for any reason or no reason. Once we accept your Media Product, we may further decide when to offer it on our Platform, and when to discontinue its appearance on our Platform.
- We will decide the price points at which each Media Product will be offered, unless you designate that it may be offered for Free. We may excerpt and post as a FREE PROMOTION up to a 3 minute video segment, or up to one full book chapter of each Product.
- We will negotiate with various Affiliate Marketers, and decide the commission rate that each will be paid.



- We will normally pay you within 15 days after the end of each calendar quarter, so long as the amount due to you exceeds \$10.00, in which case we will wait until we owe you more than \$10 and pay it then. Your Royalty on each sale is computed as follows: The Net Sales Price (sales price, less any discounts and commissions paid to Affiliate Marketers) is divided evenly (50/50) between you and us.
- Your account on the 8thMountain.com will provide a log of all sales and the Royalty earned on each sale. We will pay you in a commercially acceptable method, which may include bank check, ACH eCheck, Bank Wire transfer, Paypal, or other.

Finally, you warrant that you are authorized to enter into this Agreement, and are aware that you may have your attorney review this Agreement before you sign it. You agree to indemnify and hold us harmless from any and all claims against you related to each Media Product that you are offering to us. We are both exempt for non-performance and delays arising from non-controllable events normally called “force majeure” conditions, and the Agreement. This is the entire Agreement between us, and future changes, if any, must be made in writing and signed by both you and us to be valid.

**By checking the Media Rights Agreement box, the Media Provider offers the Media Products submitted to the 8thMountain, in full agreement with the Terms and Conditions above.**