



## CONTENT SUPPLIER AGREEMENT

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**THIS CONTENT SUPPLIER AGREEMENT** (the “**Agreement**”), which includes the standard terms and conditions attached at *Exhibit A*, is entered into between you (“**Supplier**”) as a producer of motion content and Thought Equity Motion, Inc., a Delaware corporation, with its principal place of business at 1899 Wynkoop, Suite 600, Denver, Colorado 80202 (“**TEM**”). This Agreement is in addition to the Terms and Conditions of use applicable to the website that all persons providing content to, or downloading content from, have previously accepted. In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TEM and Supplier hereby agree as follows:

1. **Supply of Content.** By uploading video, motion picture footage and/or other motion content the Supplier hereby agrees to supply content to TEM for licensing. All content submitted by supplier, that is selected by TEM and posted on the TEM website, shall be referred to in this agreement as “**Supplier Content**”.

2. **Selection and Distribution.** TEM will review and select what clips, if any, from the submitted Supplier Content, that TEM wants to post on TEM’s proprietary stock footage website and distribution system (the “**TEM System**”). For those clips selected by TEM, TEM agrees to create digital files of those clips, and distribute them on the TEM System for stock footage licensing purposes in accordance with the licenses granted in Clause #3 (Exclusive Agency and License for Supplier Content) below. Subject to Supplier’s right to approve all uses of its name and trademarks, TEM reserves the right to determine, in its sole discretion, inventory selection, acceptance, applicability, promotion, packaging, pricing and usage of all Supplier Content, including using individual components of submitted Supplier Content or distributing Supplier Content as standalone footage clips, as rights-managed assets, royalty-free standalone clips, royalty-free CD collections, and entertainment programming.

3. **Exclusive Agency and License for Supplier Content.** During the Term of this Agreement, Supplier hereby appoints TEM as its exclusive stock footage agent for the Supplier Content and grants to TEM an exclusive, worldwide license to reproduce, create derivative works from, distribute, perform, display, sublicense, and otherwise use Supplier Content as necessary to render the services to Supplier described in this Agreement, including the right to create digitized derivative works and the distribution of selected Supplier Content over the worldwide web, on tape, DVD, film and other media, now known or hereafter developed, so that others may use the Supplier Content in accordance with TEM’s Terms of Sale and End User License Agreements (as set forth below). During the term of this Agreement Supplier shall not provide the Supplier Content to any other person or entity for the same or similar purposes as set forth in this Agreement. Supplier also agrees that TEM may reference and use Supplier Content, Supplier’s name, the Supplier Content creator’s name(s), and Supplier’s stylized logo(s) in TEM’s promotional material and news releases.

4. **Royalty Payments.** For all Supplier Content sold by TEM in accordance with this Agreement, TEM shall pay to Supplier an amount equal to thirty percent (30%) multiplied times the “gross revenues” received by TEM from TEM Customers who purchase the right to use any of the Supplier Content (“**Royalties**”). For purposes of this Agreement, “gross revenues” means payments *actually received* by TEM, less any charge backs, refunds, discounts or other credits issued by TEM, for sales of Supplier Content on the TEM System. TEM shall pay Supplier Royalties within thirty (30) days of the end of each calendar quarter.



5. **Term and Termination.** This Agreement will remain in effect from the time of initial content website upload by Supplier to TEM until terminated. This Agreement can be terminated by Supplier at any time by giving thirty (30) days written notice to TEM. This Agreement can be terminated by TEM at any time by giving thirty (30) days written notice to Supplier. Upon the termination of this Agreement TEM will withdraw all posted Supplier Content from the TEM Catalog within ninety (90) days following the effective date of the termination; provided, however, that if Supplier Content has been paid for in full and sublicensed to a TEM Customer, this Agreement and the licenses granted hereunder will survive until the end of the period of any such sublicenses. Upon termination of this Agreement, TEM, at its option, may destroy all digitized files of Supplier Content, or retain one copy of each file for archival purposes. TEM may terminate this Agreement with respect to all or a portion of the content supplied hereunder if such content violates, or in the opinion of TEM, may violate the law or the rights of third parties.

6. **Operation of TEM System.** All TEM Customers must accept the terms and conditions of the TEM System before they are allowed to gain access to the TEM website. The terms and conditions expressly prohibit violation of United States intellectual property laws relating to any use of content contained on the TEM System. TEM has adopted security measures consistent with industry standards utilized in the web hosting and online services industries in order to prevent unauthorized access to the TEM System and to prevent the unauthorized copying or distribution of any content maintained on the TEM System. TEM does not warrant that these security systems and measures will prevent unauthorized access, copying, distribution or other illegal actions from occurring. In the event TEM discovers any unauthorized access to its systems, including the TEM System, or any unauthorized copying, distribution, or other similar actions involving the Supplier Content, TEM will provide notice to Supplier as soon as practicable. TEM does not have the duty to locate or take legal action against infringers; however, TEM will cooperate with Supplier in pursuing perpetrators of such infringement and provide information relevant to the infringement which TEM is reasonably capable of providing, including web site visits and tracking of the offending party.

7. **3rd-Party Royalty-Free Distribution.** Supplier agrees to allow TEM to distribute all royalty-free Supplier Content to any 3rd-party distributors or resellers for 3rd-party distribution agreements that TEM enters into. Supplier will still receive its stipulated royalty split from all gross revenues that TEM receives from all 3rd-party sales.

8. **Subscription Fees.** Supplier hereby agrees to allow TEM, at any time in the future, to charge a subscription fee to its customers and prospects, for access to the TEM website ([www.thoughtequity.com](http://www.thoughtequity.com)) or any portion thereof.



**Exhibit A**

**STANDARD TERMS AND CONDITIONS  
SUPPLIER CONTENT AGREEMENT**

The following Standard Terms and Conditions apply to the Content Supplier Agreement by and between TEM and Supplier (the “Agreement”).

1. **Confidentiality.** This Agreement is confidential. Supplier agrees to not share or release any TEM contracts, documents, terms, or sales information to any third parties.
2. **Proprietary Rights.** As between Supplier and TEM, and excluding the digitized versions of Supplier Content and enhanced metadata that TEM provides, all stock footage provided to TEM by supplier including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights, shall remain the sole and exclusive property of Supplier. All materials relating to the services and products contemplated by this Agreement, including the computer software (in object code and source code), derivative works and digital files created by TEM and any copyrights, trademarks, patents, trade secrets and other proprietary rights, trade secrets, know-how, methodologies, and processes related to the foregoing, shall remain the sole and exclusive property of TEM. Supplier acknowledges and agrees that TEM is in the business of designing and hosting websites and developing other marketing channels to distribute digitized content and shall have the right to provide to third parties services which are the same or similar to those set forth in this Agreement.
3. **Supplier Warranties.** Supplier represents and warrants that (a) Supplier has the power and authority to enter into and perform its obligations under this Agreement, (b) the Supplier Content as originally provided to TEM does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation, or right of any third party, including, without limitation, export laws or any proprietary contract, moral or privacy right or any other third party right, and that Supplier owns the Supplier Content or otherwise has the right to place the Supplier Content on the TEM System, and (c) Supplier has obtained any authorization(s), clearances or license(s) necessary for the transactions, licenses and distribution of the Supplier Content contemplated by this Agreement.
4. **TEM Warranties.** TEM represents and warrants that (a) TEM has the power and authority to enter into and perform its obligations under this Agreement, and (b) TEM’s services under this Agreement shall be performed in a workmanlike manner.
5. **Limitation of Liability.** IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, THOUGHT EQUITY’S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE ROYALTIES EARNED BY THOUGHT EQUITY DURING THE TWELVE MONTHS PREVIOUS TO THE TIME THE CAUSE OF ACTION FIRST ACCRUES. NOTWITHSTANDING ANY LIMITS OF LIABILITY, EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY SUPPLIER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF THE CONTENT, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, “DISCLAIMED DAMAGES”); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO PARAGRAPH 7 BELOW.
6. **No Additional Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THOUGHT EQUITY SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE PROFITABILITY OF SUPPLIER’S ONLINE CATALOG.
7. **Indemnity.** Each Party agrees to defend, indemnify and hold the other and its officers, directors, agents, affiliates, distributors, franchisees and employees harmless against any loss, damage, expense, or cost, including reasonable attorneys fees



(including allocated costs for in-house legal services) (“**Liabilities**”) arising out of any claim, demand, proceeding, or lawsuit by a third party relating to a material breach or alleged breach of a representation, covenant or warranty set forth in this Agreement. Each Party will defend, indemnify, save and hold harmless the other Party and its officers, directors, agents, affiliates, distributors, franchisees and employees from any and all Liabilities arising out of any claim, demand, proceeding or lawsuit by a third party resulting from the indemnifying Party’s breach of any duty, representation, or warranty of this Agreement, except where Liabilities result from the gross negligence or knowing and willful misconduct of the Party to be indemnified.

8. **Claims.** If a Party entitled to indemnification hereunder (the “**Indemnified Party**”) becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an “**Action**”), the Indemnified Party will give the other Party (the “**Indemnifying Party**”) prompt written notice of such Action. Such notice will (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall control and will be obligated to defend the Action, at its own expense. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

9. **Taxes.** Each Party shall pay for all sales use or other taxes associated with their respective online catalogs

10. **Public Relations.** Each party to this Agreement may issue various public relations statements to the media and other interested parties from time to time concerning the services and transactions that are the subject of this Agreement, provided, any such statements by one party referring specifically to the other party shall be subject to prior written approval by the other party.

11. **Binding on Successors and Assigns.** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and successors.

12. **Assignment.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without the other party’s consent in the event of a change of control to that party, provided the acquiring company is not a direct competitor of the non-assigning party. In the event of Supplier being acquired by a company TEM deems to be a competitor to TEM, this agreement between Supplier and TEM will automatically dissolve and terminate upon completion of the Supplier acquisition. A “change in control” shall be deemed to occur upon the date the shareholders/members of the either party approves (i) any agreement for a merger or consolidation with another company in which the other company is the surviving entity controlling more than fifty percent (50%) of the outstanding equity securities, or (ii) any sale, exchange or other disposition of all or substantially all of the company’s assets.

13. **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available.

14. **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or employee of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15. **Amendments and Modifications.** No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

16. **Integration.** This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.



17. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

18. **Survival.** The representations, warranties, covenants, and agreements made in this Agreement shall survive the term of this Agreement.

19. **Consent to Jurisdiction and Forum Selection.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Denver, Colorado.

20. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado without consideration of its conflict of laws provisions.