



Please mail two signed copies to the address below. One will be counter-signed and returned to you.

SJR Productions
P.O. Box 746
1210 7th Street
Oregon City OR 97045

www.addonstore.com
800 806-5288

503 657-8580
503 657-8306 fax

AddOnStore eCommerce Agreement Signature Page

Please enter your company name

(Vendor) agrees to enter into the Electronic Commerce Agreement on

_____ (the "Effective Date") with SJR Productions, Inc., (SJR) an Oregon Corporation, located at 1210 7th St., PO Box 746, Oregon City, Oregon 97045. SJR publishes the AddOn Store, located at www.addonstore.com. The agreement is subject to the following terms and conditions:

A. Grant of Rights. Vendor grants to SJR the right to market and distribute Products directly to customers, subject to the terms of this Agreement and as they might apply, including Electronic Download (ED) provisions and Hard Good (HG) fulfillment provisions set forth below.

B. New and Discontinued Products. Vendor agrees to notify SJR of new Products at least fifteen (15) days prior to release of updated and/or new Products. Vendor also agrees to notify SJR fifteen (15) days prior to the discontinuation of any Product.

C. Export Restrictions. SJR will use its best efforts to screen customers to deny shipments to any countries to which exports of the Products are prohibited by United States law and to deny shipments to parties to which sales are prohibited by United States law, provided however, SJR shall have no liability to Vendor for any inadvertent violation of these prohibitions.

TERM & TERMINATION

A. Term. This Agreement will continue in effect for one (1) year from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will be automatically renewed for additional one (1) year periods (each a "Renewal Term") without action by either Party

B. Termination for Cause or

Convenience. Either Party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice.

C. Effect of Termination. Upon termination, SJR will remove Products from site. SJR shall have the right to hold a reserve balance (the "Reserve") against Product Returns (as defined below) for up to three (3) months from the termination date. In the event that SJR takes returns after termination for which there is no account balance, Vendor agrees to reimburse SJR the total amount of Returns within thirty (30) days after receiving written demand for payment.

PAYMENTS & RECORDS

A. Setup Fee and Montly Maintenance.

The setup fee is billed at \$250 with a \$50 per month maintenance fee. An invoice for the the set up fee will be sent upon return of this signed agreement. Terms are due upon receipt. Vendor web page will not go "live" until receipt of payment. Subsequent Charges for design changes are billed at \$100 per hour and deducted from monthly commissions due. If commissions due do not cover fees, an invoice will be sent quarterly for the shortfall, due upon receipt.

B. Commissions. SJR retains 30% of the sales price for products.

C. Affiliate Program. Participation in this program automatically enrolls Vendor in the AddOn Store Affiliate Program. Affiliates put a link on their site to the AddOn Store. When customers click-thru and purchase items, SJR pays 10% commission to the Affiliate which is deducted from the Vendor's monthly sales.

D. Payments and Reports. SJR shall pay Vendor net product sales amount (gross sales, minus returns, minus affiliate commissions if applicable, minus SJR



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commission/monthly maintenance) owed hereunder on the last day of each month for sales of the prior month. An Excel report detailing the Products sold and amounts due will be emailed prior to the mailing of the monthly payments. Individual sales confirmations are emailed real time as sales are made.

E. Returns. All products sold at the AddOn Store have a 30 day unconditional guarantee unless otherwise specified. If return policy is anything other than 30 days, the policy must be clearly listed on the corresponding product page. If Returns exceed sales in any given month, Vendor agrees to make payment sufficient to cover the Returns.

F. Taxes. SJR shall pay any applicable taxes required for products sold.

G. Records and Audits. SJR shall keep records and accounts in accordance with generally accepted accounting principles to show the amount of proceeds payable to Vendor. SJR shall keep these records at SJR's principal place of business for up to two years. Vendor shall have the right to conduct at its sole expense an audit of such records by an independent auditor during regular business hours upon five (5) days prior written notice once per calendar year to determine SJR's compliance with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above. It is assumed that the signer for both companies has company authorization.

VENDOR

COMPANY

ADDRESS

CITY

STATE / ZIP

PHONE

FAX

EMAIL

CONTACT

SIGNATURE

TITLE

DATE

SJR PRODUCTIONS, INC.

SIGNATURE

DATE

NAME **Sharon Randall**

TITLE **President**