

Exhibit A  
SALES DATA AGREEMENT

THIS AGREEMENT is between Christian Music Trade Association, Inc., ("CMTA") and \_\_\_\_\_ ("Supplier").

WITNESSETH:

WHEREAS, Supplier is a retailer of evangelical products and operates retail store(s) which sell prerecorded music and other Christian communications media; and

WHEREAS, the CMTA is engaged in the business of gathering and reformatting sales data with respect to recorded and other Christian communication products; and

WHEREAS, the CMTA is desirous of receiving such sales information from Supplier and Supplier is desirous of furnishing such sales information to the CMTA.

NOW THEREFORE, in considerations of the premises and the agreements herein made, the mutual benefits to be derived from this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree and understand as follows:

1. Term.
  - (a) The initial Term of this Agreement is for one (1) year.
  - (b) This Agreement shall be automatically extended for additional successive one (1) year terms unless, no later than 45 days prior to the end of the current Term, either party notifies the other that there will be no such extension.
2. Providing Data. For the Term of this Agreement, Supplier agrees to provide the CMTA with all sales information regarding the sales of prerecorded music (including, but not limited to records, tapes, compact disc, video, and DVD). Sales information will be transmitted to the CMTA on a calendar weekly basis, such that the Data for the week ending on Sunday is provided to the CMTA with Data in units by retail outlet, and by specific product release without regard to the specific price at which the Supplier sells any product.
3. Costs.
  - (a) Supplier shall, at its own cost and expense, be responsible for costs associated with obtaining and providing Data to the CMTA such as a SAN number (Standard Address Number) and/or a POS system (Point-Of-Sale system).
  - (b) The CMTA shall, at its own cost and expense (i) be responsible for all cost normally associated with receiving Data, (ii) provide the Supplier with a toll-free telephone number to be used by the Supplier solely for the transmission of the Data to the CMTA.
4. Data transmittal. Either the Supplier or the CMTA can initiate the transmittal of Data between themselves. The choice as to who initiates the call will be left to the CMTA.
5. Confidentiality of Data. The CMTA shall treat the Data as confidential and shall not utilize the Data for any purpose other than such envisioned by this Agreement. The CMTA shall instruct its employees to keep Data confidential by using the same care and discretion that the CMTA uses with respect to its own confidential information. The CMTA shall keep the specific sales information obtained from Supplier confidential and shall not make or disseminate or make available such information to any of its customers or any others, it being understood that all Data provided thereunder is to be combined together with the Data received from other Data Suppliers, in such a manner as to render the source of the Data untraceable.
6. Notice. Any notices, directions or instrument required or permitted to be given under the terms and conditions of this Agreement shall be in writing and shall be sent to the following addresses:

(i) With regard to the CMTA:  
Christian Music Trade Association                      and to:      Lynn Morrow  
1205 Division Street    901 18<sup>th</sup> Avenue South  
Nashville, TN 37203    Nashville, TN 37212  
Attention: Mgr of Christian SoundScan Operations

**Fax completed agreement  
to CMTA: 615-254-9755**

(ii) With regard to Supplier:  
Store Name: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Contact: \_\_\_\_\_

\_\_\_\_\_

Street Address: \_\_\_\_\_

SAN No: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

P.O.S. System Used (Name/Version): \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

This contract is governed by, construed and interpreted according to the laws of the State of Tennessee. Any legal action will be in the state and federal courts located in Nashville, Davidson County, Tennessee. The prevailing party in any action shall be entitled to recover reasonable attorney fees and costs for any such action.

READ, AGREED and ACKNOWLEDGED:  
CHRISTIAN MUSIC TRADE ASSOCIATION, INC.

SUPPLIER

By: \_\_\_\_\_  
John Styll, President, CMTA

By: \_\_\_\_\_  
Authorized Signatory