MARKETING AGREEMENT


 This marketing agreement ("Agreement") is made and entered into this 1st day of Jan., 2023 by and between IED.COM, INC (hereinafter "Licensee") and Believers Voice Network, Inc. (operating as WBVN) and hereinafter "Programmer", an Illinois Corporation.

Whereas, Licensee is the proposed assignee to own and operate radio station WBVN, Carrier Mills, Il. (hereinafter "Station"), an on the commencement date hereof shall be the owner, operator and Federal Communications Commission (FCC) licensee of the Station.

Whereas Programmer desires to produce (make available for 24 hours each calendar day) radio programs in conformity with this agreement and the rules of the FCC and the Internal Revenue Service ("IRS") for religious broadcasters, and provide those programs to the Licensee for broadcast on the Station.

Whereas, Licensee desires to accept the programs produced by the Programmer on term and conditions that conform to FCC rules, regulations, and policies and to this Agreement.

In consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1.0  Sale of Station's Air Time.  The Licensee shall make available to the Programmer the Station's air time, consistent with he rules and regulations of the FCC and as set forth in this Agreement, for broadcast of the programs produced by the Programmer.  Programmer may provide religious programming of its selection in accordance with Programmer's Charter, complete with news, public service announcements and syndicated programs, and other suitable programming for broadcast.   Upon the execution of this Agreement, Licensee shall cooperate with the Programmer to announce and promote the program services that the Programmer intends to broadcast over the Station.

1.2  This Agreement shall terminate 1year after the commencement date and shall continue for one year increments thereafter.  The Licensee reserves the right to terminate the contract at anytime.

1.3  In consideration for the air time made available to the Programmer, Programmer shall make monthly payments to Licensee by the fifth day of the calendar month for which payment is due.  If payment is not received by the 10th day of that same month, the Licensee "may" declare this Agreement payable up to and through a 90 day period and demand payment in full.  Licensee shall make the Station and time on the Station available to Programmer for 164 hours per week, Sunday through Saturday, except for down time occationed by routine maintenance.  The Programmer will not permit the use of the station to any other party.  The Licensee will reserve the right to program 4 hours per week to broadcast local public-interest programming.  Licensee, at it's option, "may" charge the Programmer for any of the reserve air time it (the Programmer) uses for its broadcast.

1.4  Each party represented in this Agreement is legally qualified and empowered to enter into this Agreement.




2.0  Licensee Responsibility shall include:  remaining in good standing with the rules and regulations required by the FCC and the broadcast's license.  To remain in good standing with provisions of the

Communications Act of 1934, as amended, and the rules and regulations, and policies of the FCC and all other applicable laws.  The Licensee represents that all such laws and regulations are current and up to date and unimpaired by any acts or omissions.  To the best of the Licensee knowledge, there are no pending action by the FCC or any other governing agency to revoke, cancel, suspend, refuse to renew or modify license; that there is no event that has occurred to place such a restriction on the license. Licensee will provide contract engineer to meet compliance requirements with the Federal Communications Commission.

2.1 Licensee will maintain the Transmitter Site and all equipment located at the Transmitter Site at his expense.  The Transmitter Site will be operated, in all material respects, in accordance with all applicable laws and regulations of the FCC and IRS.  Licensee will maintain the operating power of the Transmitter Site and maintain it is good working condition at full power.

2.2  Licensee will retain "all" ultimate control over the operation of the Station except those expressly set forth in this Agreement.

2.3 Programmer Responsibility shall include:  All the costs of producing and delivering the programming to the Transmitter to be broadcast over the station will be borne by the Programmer including without limitation: Programmer will be responsible for all personnel, salaries, taxes, maintenance, utilities, insurances and related cost for personnel used to produce the programs supplied by the Programmer.  Programmer is responsible for the personnel necessary for the fullfillment of Licensee's regulatory requirements and the technical transmission of Programmer's programs.  Programmer is responsible for studio electric cost.  Programmer is responsible for all cost associated with music licenses or other proprietary rights obligations of such programs that they choose to broadcast.  Programmer is responsible for any additional equipment purchases to deliver its programs on the Station.  Programmer will lease for the sum of $2400.00 per year any equipment needed to broadcast the format of the Programmer and owned by the Programmer for any Licensee use and 'ultimate' control of air time.  That equipment lease will entitle the Licensee to control the equipment and manage the equipment for Licensee programming and to comply with any Federal Communications regulations or IRS Law.  Programmer is responsible to maintaining existing equipment owned and provided by Licensee to deliver Programmer programs, i.e. being responsible for all expenses incurred in the origination and/or delivery of a studio-quality signal of its programming.  Programmer will use that equipment exclusively for broadcasting associated with the Station / WBVN.  Programmer will be responsible for any promotional expenses incurred for delivering programs.  The Programmer will be responsible for all liabilities, debts, and obligations of Programmer based upon the purchase of air time including, without limitation, any barter agreement and broadcast agreements.  The Programmer shall respond appropriately to any FCC filings required in association with employees or yearly operational filings and supply all needed materials and information to meet regulartory requirements.

2.4  Licensee will retain all rights to the call letters WBVN or any other call letters which may be assigned by the FCC for this Station's use.  Programmers  will insure all appropriate station identification announcements are made with such call letters in accourdance with FCC rules and regulations.

2.5  Licensee represents that all equipment listed in Attachment A is in compliance with FCC laws and regulations.

2.6  Programmer shall have the right to raise operational funds for programming and associated operations consistent with Programmer Charter over the Station's air time.  The Programmer is permitted to suspend normal programming for Fund Raising twice each year.  Programmer is entitled to all revenue raised over the Station.

3.0  Programmer will air programs that meet certain program obligations related to public interest issues.  This Agreement shall in no way abridge the unrestricted authority of the Station to discharge its obligations to the public interest or compliance regulations and policies of the FCC.  The Licensee does reserve the right

to preempt the Programmer's programs on the Station if the Licensee, using good faith discretion, finds such preempting necessary to full fill the obligations as a FCC licensee.

3.1  Programmer shall provide any written material or correspondence relating to Station's broadcast. Programmer shall be responsible to public file material and like record keeping obligated by policy and regulation of the FCC.  That responsibilty obligates the Programmer to provide all records and files needed for the Licensee to prepare quarterly reports required by FCC law.

3.2  In the event of a material change or clarification in law or rule, that would cause this Agreement to need amending or disqualifies its intent, the Licensee will provide such information to the Programmer and both parties will, in good faith, negotiate to change of clarify the Agreement so as to continue the Agreement to term.  This communication and effort will be for regulatory purposes only and not for financial changes to the original document.

4.0  The Agreement is a private contract subject to mutual agreement for any public disclosure, subjected to the normal obligations to the FCC and other regulatory organizations, federal, state and local.

4.1  The Programmer recognizes that the Licensee has full authority to control the operation of the Station at its discression, at its option, at any time deemed necessary to meet regulatory requirements.  Both parties agree that the Licensee's "ultimate" authority includes, but is not limited to, the right to reject or refuse such portions of programmer's programming the Station believes to be contrary to the public interest.  Prior notice shall be given to the Programmer with appropriate time for the Programmer to substitute acceptable programming.

4.2  Licensee shall be permitted to do necessary maintenance and test equipment and facilities at Stations discretion.  Interruption will be minimized and not to exceed 24 hours per month.

5.0  In addition to other remedies, whether pursuant to the Agreement of otherwise, the Marketing Agreement may be terminated as set forth below by either Licensee or Programmer without default or breach to either party.  (a) The Agreement becomes illegal of invalid by order of an administrative agency, court of competent jurisdiction and no "good faith" remedy can be found using arbitration peruant to Section 1.2. (b) the Programmer is in breach of contract and has failed to cure such breach within 30 days after receiving written notice from the Licensee.  If that breach such that the Programmer can not cure within the allotted time, but us such that with reasonable diligence can be cured within 180 days, and the Programmer diligently attempts to cure the breach the non-breaching party may extend those additional days for cure. (c) the termination of broadcast operation designated in original charter of Programmer.(d) the mutual consent of both parties of the Agreement.

6:0  Programmer's Indemnification:  Programmer shall indemnify, defend and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses of every kind, nature, and description, arising out of (a) Programmer's broadcasts under this Agreement; (b) any misrepresentation or breach of any warranty of the Programmer contained in this Agreement; and (c) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

6.1  Licensee consent to the same indemnification of Section 6 pertaining to the Programmer.

6.2  The party seeking indemnification under this Section ("Indemnitor") shall give the party from who it seeks indemnification ("Indemnitor") prompt written notice of the assertation or any such claim, provided, however that the failure to give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby.  Promptly, after receipt of written notice, as provided herein, or a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the

defense of such claim; provided, however, that (a) if the indemnitor fails, within a reasonable time after receipt of written notice of such claim, to assume the defense, compromise, and settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnifor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment or other final determination. (b) if in the reasonable judgment of the Indemnitee, based on the advice of counsel, a direct or indirect conflict of interest exists between the Indemnitee and the Indemnitor, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise and settlement of such claim on behalf of and for the account and risk of the Indemnitor fit being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim. (c) if the Indemnitee in its sole discretion so elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but the fees and expenses to counsel so employed shall (except as contemplated by (a) and (b) above) be borne by the Indemnitee. (d) the Indemnitor shall not settle or compromise any claim or consent to the entry of any judgment that does not include an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof, and (e) the Indemnitor shall not settle or compromise any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee. Should the Indemnitor and Indemnitee not be able to come to an agreement an arbitrator pursuant to Section 1.2

7.0 Neither party of this Agreement may assign its rights hereunder to any third party without mutual consent. Any change in ownership of Licensee or Programmer will obligate a new Agreement or a mutual amendment to the Agreement.

7.1 Any dispute between the Licensee and Programmer will be subjected to the laws of the State of Illinois and a panel of (3) arbitrators, each party shall designate its arbitrator within 10 days of an impasse and the third arbitrator shall be named by the other two arbitrators within another 10 days. The arbitrators shall provide a written ruling within 90 days of their initial meeting. It will be a final and legal decision, binding on signators of the Agreement.

7.2 This Agreement supersedes any other previous agreement or understanding related to the matters herein. All obligations of the Amendment are subject to applicable federal, state and local law, rules and regulations

In witness whereof, the parties hereto have executed this Marketing Agreement on the day and year represented below.


Programmer  Believers Voice Network, Inc

By: *Jane A. Anderson*_____JAA_____(its secretary)


Licensee  Kenneth W. and Jane A. Anderson

By:*Kenneth W. Anderson*_____KWA_____


By:*Jane A. Anderson*_____JAA_____

Attachment B

Base Consideration

Consideration due Programmer to Licensee:

Months 1 thru 12: $........... (on original document)  per month.  Due the 10th of each month, or with consent of Licensee, terms may be waived and accumulated until year end.

It is the desire of the Licensee that, when Fair Market Value needs to be established and that the consideration be below the Value by at least a minimum of 10%. The FMV is determined by the Consumer Index published by the United States Department of Labor Statistics.

Initialed:

Attachment A
<div align="center">Equipment list provided from Licensee in Agreement</div>

2 six foot equipment racks, three surge protectors, 100 foot of foam feed transmitter line, one SCA card, one on-line elbow on transmitter line, one 5 foot equipment rack, three bay antenna mounted on 215 foot tower, building to house transmitting equipment, two parabolic antenna, 250 feet foam feed line for transmitter site, two surge protectors at tower site, one wx. alert, one QEI monitor, one Ark 16 remote control transmitter and receiver, two counter tops,one Marti STL transmitter and receiver unit, copper strap material,  one nitrogen tank, one portable heater and misc. office equipment.

New equipment purchased by IED 12/2019  Currently included in this lease:

Two (2) Tascam US-16x8 Audio Interface, One (1) Athena Power RM-2UC238 server case, one (1) MSI PRO Z390 SATA 6GB motherboard, one (1) Intel Core i5-9600K Coffee Lake 6 core Processor, one (1) Corsair Vengence LPx 16 GB desktop Memory Model cmk16gx4m2a2133c13, one (1) Windows 10 Pro-64 bit OEM, one (1) Thermaltake Smart 600W ATX power supply, one (1) Behringer U-Phoria umc202hd/2 channel, one(1) Kingston 120GB A400 SATA SA400S37, one (1) Hosa GPR-101 RCA adaptors, two UPS units