EXHIBIT 10.37

NON-EXCLUSIVE DISTRIBUTION AGREEMENT

BETWEEN: Kreative Video Products, Inc.

21638 Lassen Street, Chatsworth, CA 91311

(hereinafter referred to as "Company") of the one part

AND: American Champions Media, Inc.

1694 The Alameda, Suite 100

San Jose, CA 95126

(hereinafter referred to as "Producer/Artist") of the other part

DATED: 8 21, 1998

WHEREAS:

The Producer/Artist is the sole copyright owner for the Licensed

Territory (as hereinafter defined) of the Programs (as hereinafter

defined) and has agreed with the Company who together with its

subsidiaries, affiliates and licensees is a distributor of such

programs in the Licensed Territory to grant non-exclusively to the

Company all of the rights and privileges hereinafter defined.

I. TERM

(a) The term (hereinafter referred to as `term') of this Agreement

shall consist of an initial period of ONE (1) year commencing as of the

date of this Agreement (the first contract period) plus the additional

`contract period', if any, by which the term may be extended by mutual

written agreement of the parties.

(b) Producer/Artist hereby grants to the company, on a non-exclusive

basis, the right to distribute, including but not limited to seeking

purchase orders from buyers, the program on video cassette within the

territory as defined below. Upon receipt of a purchase order, and

subsequent payment of purchase order, from a buyer directed to

Producer/Artist through the Company, Producer/Artist agrees that any

further purchase orders from that particular buyer or the company he or

she works for will be credited to the Company account per the terms of

this Agreement for a period of (12) twelve months from the date of that

particular purchase order.

2. TERRITORY

The expression `Licensed Territory' shall in this Agreement mean North

America which includes the US, Canada, Mexico, and Hawaii.

3. PROGRAMS

The rights granted hereunder by the Producer/Artist are for the

following programs:

Joe Montana. The Strong Mind, Fit Body Workout.

4. PRODUCER/ARTIST WARRANTIES

The Producer/Artist hereby warrants, undertakes and represents that:

(a) The Producer/Artist has full and unencumbered right, power and

authority to enter into and fully perform this Non-Exclusive Agreement

and to grant all rights herein granted to the Company.

(b) The Producer/Artist shall be responsible for duplicating, shipping

and invoicing customers once the distributor has provided purchase

orders.

(c) The Producer/Artist accepts responsibility for any and all third

party payments related to the production of the programs including but

not limited to synchronization rights, musical copyrights, talent fees

and union/guild residuals.

(d) Left out intentionally.

(e) Neither the `Materials' nor any use of the material by the Company

will violate or infringe upon the rights of any person, company or

corporation. `Materials' as used in this sub-paragraph shall mean any

musical, artistic and literary materials, ideas and other intellectual

properties furnished by the Producer/Artist and contained in or used

in connection with any video made or other exploitation thereof.

(f) The Producer/Artist shall not enter any agreement which would

interfere with the full and prompt performance of their obligations

hereunder.

(g) Left out intentionally.

(h) The Producer/Artist will at all times defend, indemnify and hold

harmless the Company and any licensees of the Company from and against

any and all claims, damages, liabilities, costs and expenses, including

but not limited to all legal expenses and counsel fees arising out of

any breach by the Producer/Artist of any warranty, representation or

agreement made by the Producer/Artist hereunder.

(i) The Producer/Artist agrees that in the event illicit, non-

authorized copies of the Programs are discovered in the Licensed

Territory, Producer/Artist shall cooperate with the Company or its

licensees in any action which the Company wishes to institute against

such infringes of the rights granted to the Company hereunder.

Similarly, the Company agrees to cooperate with the Producer/Artist in

the event the Producer/Artist desires to institute proceedings against

such infringes.

5. Commission

The Producer/Artist shall pay to the company $1.00 (one dollar) for

each video cassette bought and paid for. The Producer/Artist is not

responsible for paying commissions until the Producer/Artist has been

paid by the customer. However, Producer/Artist must use it's full

endeavors to be paid promptly.

6. ACCOUNTING

True and correct accounts shall be kept by the Producer/Artist in

respect of all sales and income generated by rights granted hereunder

and a statement of commissions calculated to be due to the Company as

of the 3Oth of the following month.

7. NOTICE

(a) Except as otherwise specifically provided herein, all notices

hereunder shall be in writing and shall be given by registered or

certified mail or telegraph (prepaid) at the respective addresses

hereby set forth or such other addresses as may be designated by either

party. Such notice shall be deemed given when mailed or delivered to a

telegraph's office, except that notice of change of address shall be

effective only from the date of its receipt.

(b) A copy of all notices given by Producer/Artist must be sent to the

office: as above.

(c) A copy of all notices given by Company to Producer/Artist must be

sent to the office of: at the above address.

8. MISCELLANEOUS

(a) This Agreement contains the entire understanding of the parties

hereto relating to the subject matter hereof and cannot be changed or

terminated by the Producer/Artist or the Company except by an

instrument signed by an Officer of the Company and the Producer/Artist.

Any waiver made by either party of any term or condition of this

Agreement in any instance shall not be deemed or construed as a waiver

of such term or condition for the future, or of any subsequent breach

thereof. All remedies, rights, undertaking, obligations and agreements

contained in this Agreement shall be cumulative and none of them shall

be in limitation of any other remedy, right, undertaking,

obligation or agreement of either party.

(b) Nothing in this Agreement is to be construed as establishing a

relationship of employer-employee, joint venture, partnership, or

otherwise, and both parties are considered as independent contractors.

(c) No breach of this Agreement on the part of either party shall be

deemed material unless the non-breaching party shall have given the

breaching party notice of such breach and the breaching party shall

fail to discontinue the practice complained of or otherwise cure such

breach, within thirty (30) days after receipt of such notice, if such

breach is reasonably capable of being cured within the thirty (30) day

period, or otherwise if the party proceeds with reasonable diligence to

complete the curing of such breach.

9. APPLICABLE LAW

(a) This Agreement has been entered into in the State of California and

the validity, interpretation and legal effect of this Agreement shall

be governed by the laws of the State of California applicable to

contracts entered into and performed entirely within the State of

California, with respect to the determination of any claim, dispute or

disagreement which may arise out of the interpretation, performance, or

breach of this Agreement.

(b) If any part of this Agreement shall be determined to be invalid or

unenforceable by a court of competent jurisdiction or by any other

legally constituted body having jurisdiction to make such

determination, the remainder of the Agreement shall remain in full

force and effect.

10. TERMINATION

In the event that the Company files for Bankruptcy protection, this

Agreement becomes null and void and all rights granted to the Company

revert back to the Producer/Artist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as

of the day and year first written above.

For and on behalf of For and on behalf of

Kreative Video Products, Inc. American Champion Media, Inc.

/s/ Philip Knowles /s/ Anthony K. Chan

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PHILIP KNOWLES ANTHONY K. CHAN

President, CEO CEO