



## **MEDIAVILLAGE MEMBERSHIP TERMS AND CONDITIONS**

1. All communications by MEMBER related to renewals, requests related to this agreement, and business agreements should be directed to Maryann Teller at [Maryann@MediaVillage.com](mailto:Maryann@MediaVillage.com) and to Jack Myers at [Jack@MediaVillage.com](mailto:Jack@MediaVillage.com). All financial and business communications related to this agreement by MediaVillage to MEMBER should be directed to **[NAME, BUSINESS ADDRESS, EMAIL ADDRESS]**
2. MEMBER agrees to provide strategic guidance and support enabling MyersBizNet, Inc. to deliver on the goals identified in a separate Scope of Work/Agreement, including assigning a senior key point person with responsibility for assuring MediaVillage has the necessary support for engaging and integrating resources across relevant MEMBER organizational groups and required external agencies and resources under contract with MEMBER. Annual membership fees are subject to renegotiation by mutual consent to facilitate membership upgrades and changes in services.
3. At the request of MEMBER, original content written/created by MediaVillage in collaboration with MEMBER for publication at MEMBER's dedicated MediaVillage microsite may be submitted by MediaVillage to MEMBER in advance of publication for quote and fact review.
4. Content published by MediaVillage may be repurposed and/or republished by MEMBER. MEMBER may provide lists to MediaVillage for the exclusive purpose of distributing selected MediaVillage content.
  - i. Content repurposed by MEMBER should include a link to the original at [MediaVillage.com](http://MediaVillage.com) and be labeled "Originally published at MediaVillage."
5. As a condition precedent to payment of any fees under this Agreement, MyersBizNet must deliver to MEMBER any standard process documentation that MEMBER may reasonably require. Notwithstanding anything to the contrary, MEMBER shall not be responsible for any fees, costs or other expenses under this Agreement, except with MEMBER's prior written approval.
6. This membership includes only the specific corporate division of MEMBER for which services are being provided and may not be applied to newly acquired assets, separate corporate divisions, or associated organizations/companies unless mutually agreed.
7. Upon content submission to MEMBER for review, MediaVillage will provide a target publication date.
  - b. MEMBER agrees to return reviewed content with initialed confirmation no later than two business days prior to scheduled publication. MEMBER and MediaVillage may agree to a revised publication date requested by either party. Content not reviewed and returned by the designated date may be published by MediaVillage on or after the pre-scheduled date.
8. MyersBizNet, Inc. retains usage rights for all content published within its platforms for perpetuity across all platforms and distribution forms known and unknown.



- c. MediaVillage maintains rights over final editorial approval of its original content and agrees that it will not publish content that presents MEMBERS in a competitively damaging or overtly promotional manner.
  - d. MyersBizNet, Inc. retains final rights to accept and deny publication and distribution of all content provided to it for publication and may remove content from MediaVillage.com at its sole discretion.
  - e. MEMBER may publish and/or submit to other publications/sites, content created by MediaVillage in collaboration with MEMBER with written permission from MediaVillage and such permission shall not be unreasonably denied.
  - f. MEMBER may request, and MediaVillage shall not unreasonably deny, that content published at MEMBER's dedicated MediaVillage microsite be changed and/or removed from that site.
  - g. If MEMBER notifies MediaVillage that MEDIAVILLAGE has published inaccurate content or content that does harm to MEMBER'S business, MEMBER may request in writing that MediaVillage correct or remove such content, and MediaVillage will not unreasonably deny such a request.
9. MEMBER agrees it will not separately engage writers, columnists and other MyersBizNet, Inc. fulltime or part-time personnel in a fulltime, part-time, consulting or free-lance role without first advising MyersBizNet, Inc. in writing and gaining assurance such employment is not restricted by the MyersBizNet, Inc. employee agreement.
10. This agreement may be transferred by MyersBizNet, Inc. without restriction to a third-party acquirer of more than 50% of MyersBizNet, Inc. equity, with written notice to be provided to MEMBER within 10-days subsequent to such transaction.
11. MEMBER and MyersBizNet, Inc. acknowledge that each party may provide confidential information to each other in the course of conducting business under this agreement, and that such information may be of a sensitive nature and shall not be disclosed to third parties without written permission. The parties agree to identify such content as "confidential" and shall hold each other harmless if such advance notice is not provided in writing. Notwithstanding the above, if either party advises the other that content of a confidential nature has been published or otherwise provided, the parties will make best efforts to remove the information from availability and to cease providing such information. For the purposes of this Agreement, Confidential Information does not include (i) information which is or hereafter becomes public through no fault of the receiving party; (ii) information which is received from a third Party, who to the receiving party's knowledge, was disclosed without restriction and without breach of confidentiality obligations to the disclosing party; (iii) information which the receiving party had rightfully in its possession prior to disclosure by the receiving party; (iv) information required to be disclosed by a court of competent jurisdiction, provided that to the extent not prohibited by law, the receiving party shall notify and consult with the disclosing party and/or its representatives within a reasonable time prior to disclosing any such information; or (v) information which is independently developed by the receiving party without the use of any Confidential Information, including in the case of



MyersBizNet, Inc., information developed by its journalists engaged in the business of newsgathering and/or researchers in the business of collecting information and data.

12. This Agreement is subject to the laws of Nevada, without reference to any principles of conflicts of laws and any dispute arising from the implementation of this agreement shall be resolved through binding virtual arbitration by a qualified and certified arbitrator in Nevada to which both parties agree to adhere and comply.
13. Indemnity: MEMBER and MyersBizNet, Inc. will perform their services hereunder in accordance with all applicable laws and each party (“Indemnitor”) shall indemnify and hold harmless the other (“Indemnitee”) and its licensees, affiliates, parent and subsidiary companies, and their respective officers, directors, agents and employees from and against liability, actions, claims, demands, losses or damages (including reasonable attorney's fees) caused by or arising out of the breach or alleged breach by the Indemnitor of any of its representations and warranties contained herein or arising out of Indemnitor’s acts of omission or commission in performing hereunder, provided, however, that Indemnitor’s indemnification shall not apply with respect to such liabilities that may arise in connection with the alteration and/or modifications made to the Materials by Indemnitee. The review and/or approval of any Materials by Indemnitee shall not constitute a waiver by Indemnitee of the indemnity provided by Indemnitor.

These Terms and Conditions, a separate Scope of Work agreement, and separate Content Marketing Goals and KPIs document set forth the entire agreement of the parties with respect to the subject matter hereof and no amendment or waiver will be effective unless in writing and signed by both parties.