

My Local Michigan Client Agreement

This Agreement is made between Mi Hub Center LLC, a Michigan limited liability company doing business as My Local Michigan LLC (hereinafter referred to as "MHC" and or "MLM",) and _____ (hereinafter referred to as "Client") located at _____. This Agreement is executed by the duly authorized representation of the Parties on the date herein.

Recitals:

Website: The designated Website located at <http://mylocalmichigan.com> operated and maintained by MHC.

*Client(s)**: a business entity whether storefront or home-based that has entered into Agreement to offer products, services or advertise with MHC on mylocalmichigan.com. Client may also be referred to as Vendor.*

Customer(s): the individual(s) using website with the intention of making contact with Client(s) to view products, services or utilize advertisers.

ADVERTISING FEES:

Advertising fees are due on the 1st or 15th of the following month respectively with a 10-day grace period. Clients that do not adhere to fee schedule are subject to termination at the discretion of MLM. All ad space is based on availability and first come first serve basis. MLM does not guarantee ad space except when Feature, T1 or Front Page ad space is purchased. All Feature, T1 or Front Page ads will be put on waiting list for availability and will be run when space is free.

Tier: _____ **Page:** _____ **Term:** _____ **Price:** _____

Added Fees: _____ **Total Fees:** _____ **Per:** _____

Comments: _____

Begins: _____ **Ends:** _____ **Renews:** _____

1st Installment: _____

TERMS & CONDITIONS: _____ initials

Fees are non-refundable in the event of termination, no matter where in the month the fee or termination applies respectively. Client agrees that any and all taxes resulting from sales are the sole responsibility of the Client. Client also agrees that MLM will charge \$35 fee for NSF checks. Commission based fees for any and all sales of products or services facilitated by MLM. Commission is due to MLM within 15 days after the completion of sale. MLM currently accepts checks, credit card paid or PayPal. Commission fees are as follows: **10%** Sales \$0.01 to \$100.00, **8%** Sales \$100.01 to \$999.99, **6%** Sales over \$1000 SEE MORE BELOW

Business: _____ **Contact:** _____

Contact Signed: _____ **Date:** _____

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Client desires to have certain advertisement services on behalf of it and its affiliates. MHC is willing to perform the services and work that MHC desires on the Agreement below. In consideration of the mutual promises contained herein and the mutual benefit to be obtained, the Client agrees as follows:

SERVICES

Any Agreement or contract between Client and Customer is the sole responsibility of the Client. MHC shall in no way be held responsible for any wrongdoing, misrepresentation or misunderstanding between Client and Customer. Any monies transferred between Clients and Customers are between Client and Customer and MHC is in no way held liable or responsible for transaction, refunds or fees due to a wrongful transaction. MHC reserves the right to change any and all MHC schedules at any time. MHC reserves the right to follow up with Clients and Customer to help facilitate sale (when needed) and ensure proper guidelines are followed. MHC strongly requests that the majority of any contact between Client and Customer will be electronic when possible and for MHC to be "CC'd" on any and all conversations. Client agrees to give a current and valid email address to MHC to use as their primary way of contact for both Customers and MHC. Client agrees to respond to Customer facilitated through MHC within a reasonable time frame, not to exceed 48 hours when possible. Client agrees to notify MHC if Client is unable to receive any business from Customers due to illness, vacation... etc. Client also agrees that if Client is no longer selling products, offering services or business is no longer operational, MHC will be notified as soon as possible to ensure Client's removal of information or advertising from Website. Client agrees to provide receipt to Customer and be able to provide receipt when requested. Client agrees to assist in promotion of MHC with material provided and word of mouth. Client also agrees not to create any promotional items featuring MHC without prior authorization from MHC. MHC agrees that if a Client wishes to participate as both Client and advertiser, fees/rates can be negotiated. Client has the right to have this Agreement reviewed by Client's attorney at Client's expense at any time prior to signing.

SERVICE PROVIDERS

All Clients that are service providers agree to provide MHC with appropriate paperwork relating to provider's licensing, insurance and bonding (when applicable). Client also agrees to provide updated paperwork at the time of their renewal. Client agrees that all work shall be completed in a workmanship like manner and in compliance with all building codes and applicable laws and that service provided will be as timely, clean and efficient as possible. Client shall perform the work with the standard of care, skill, and diligence normally provided by a competent professional in the performance of such work and will take all precautions to ensure safety to prevent injury. Client is hereby given notice that MHC will be relying on the accuracy, competence, and completeness of the work performed, and will utilize the results of the work as input data for MHC's use. All hazardous materials relating to service will be properly disposed of according to laws of the State of Michigan.

ADVERTISING

All advertisements will be rotated on a first come-first served basis. MHC makes no guarantee of sales for products, services or businesses advertised on MLM. Client agrees to retain and appoint MHC to represent Client in carrying out advertising program, subject to the terms and conditions of the Agreement. MHC will not be held responsible for the quality of any portion of the advertisement that does not meet the established mechanical criteria submitted from Client. Any failure by Client to provide proper creative ads shall not be relieved of payment obligation or change to the scheduled advertisement dates. Client agrees to make request to take listed advertisement off of MLM prior to the end of monthly period set forth in Agreement. The request must be submitted in writing with 30-day notice and sent via email to MHC. There will be no refunds given for early withdrawal of advertising. MHC may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.

MLM reserves the right to modify fees. If MLM desires to alter its rates under the Agreement it will provide at least 30 days prior written notice to Client. If a Client objects to such rate increases, it shall have the option to discontinue display of material on MLM's Website by giving written notice to MLM prior to the effective date of such increase. Client's right to discontinue the display of its advertisement(s) or other material shall be its sole remedy in the event of such rate increase. If Client does not provide written notice of its election to discontinue display of its advertisements, then Client shall be subject to the increased rate.

MHC in its sole discretion may remove or revise its sites, including the sites' content, URL, nature, design, and/or organization, during the term of the Agreement. If any such revision materially alters the value of the Advertisement(s) on such site(s), MHC will notify Client of such revisions. If the Parties cannot agree upon a satisfactory substitution for the affected advertising due to such revision, Client may request removal of affected advertisement(s). Such cancellation shall be Client's sole remedy and MHC shall have no further liability whatsoever.

TERM AND TERMINATION

The term of this Agreement shall be for the period beginning, ending and renewed on dates listed above until terminated. The Agreement may be terminated at the end of any term or renewal term by either Party giving the other Party written notice of its desire to terminate with written notice at least thirty (30) days prior to the expiration of such term or any renewal term. Such termination shall not be effective as to uncompleted services not expressly terminated and the provisions of this Agreement shall continue to be effective as to such services until it has been completed or terminated. MHC has the right to terminate Agreement immediately in the event that Client, in the reasonable opinion of MHC, breaches contractual obligations or is conducting offensive business practices or unsatisfactorily meeting standards of MHC. Client will be notified, their business will be taken off of MHC's Website and Client will be held responsible to follow up with any pending payments or transactions due.

INDEMNIFICATION

Client agrees to indemnify and hold MHC, all of its officers, employees and agents harmless from any liability, claims or demands, including attorney's fees and court costs, whether to any person including Customers, or property or both, arising directly or indirectly out of Client's performance of any work for Customers. Client agrees to assume the defense thereof and to defend the same at Client's own expense, and to pay any and all costs and other expenses and judgments that may be incurred in such suits or other proceedings. Client agrees to indemnify and hold harmless, to the fullest extent allowed by law, MHC its officers, employees and agents for all losses, costs damages and expenses arising from any claim for infringement of the rights of third Parties based upon publication of Client's advertisement, including, but not limited to claims of lawsuits arising from defamation, copyright or trademark infringement, misappropriation, rights of privacy or publicity or from any and all similar claims now known or unknown at this time.

FORCE MAJEURE

MHC shall not be liable to Client for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not limited to any failures in delays in performance caused by strikes, lockouts, or labor disputes, fires, Acts of God, or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the law or with the orders or policies of any governmental authority.

NONWAIVER

The failure of either Party to insist or enforce, in any instance, strict performance by the other of any terms of this Agreement, or to exercise the rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion under this Agreement.

COMPLIANCE WITH LAWS & APPLICABLE LAW

This Agreement shall be subject to all applicable and effective laws, orders, rules, regulations and directives of all duly constituted federal, state and local governmental authorities having jurisdiction. This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with the laws (excluding choice of law rules) of the State of Michigan. MHC and Client agree that the laws of the State of Michigan have a reasonable relationship to the subject matter of this Agreement and that it is appropriate that this Agreement be construed, interpreted and enforced under those laws. MHC and Client hereby agree to the exclusive jurisdiction of the federal or states courts in Michigan.

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ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties making all other representations null and void. No modification, alteration, amendment or construction of this Agreement shall be binding upon the Parties unless in writing signed by both Parties.

ATTORNEY'S FEES

In the event of any arbitration proceeding or litigation between the Parties hereto concerning or arising out of, this Agreement, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including but not limited to, reasonable attorney's fees (including charges for in-house counsel), incurred by the prevailing Party in such proceedings. The only exception being when Prevailing party receives no financial award as a result of proceedings, then the preceding statement is null and void.

LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for consequential, incidental, exemplary, punitive or indirect damages, lost profits or other business interruption damages arising out the performance or non performance of any obligation under this Agreement by statute, in tort or contract.

ASSIGNMENT

Any assignment by Client of it's rights under this Agreement in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of MHC shall be void. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto.

SURVIVAL

All of the terms of this Agreement which by their nature extend beyond (a) the termination of this Agreement or (b) the completion of the work shall survive and remain in full force and effect and apply to respective successors and assigns.

NOTICES/COMMUNICATIONS BETWEEN PARTIES

All notices required or permitted between MHC and Client under this Agreement shall be sent to MHC via electronic mail, facsimile transmission, US mail or courier.

CONFIDENTIALY AND DISCLOSURE

A. Client agrees that it will not divulge to third Parties, without the written consent of MHC, any information obtained from or through MHC in connection with the performance of services ("Confidential Information"). This restriction against disclosure shall not apply to (i) information previously known by Client, (ii) information which, at the time of disclosure by Client, is then public domain, or (iii) information obtained by Client from a third Party who did not receive information, directly or indirectly from MHC.

B. In the event that the Client is requested or required under legal compulsion of legal process to disclose the Confidential Information, Client will not, unless required by law, disclose the Confidential Information until MHC has first (i) received prompt written notice of such request or requirement to disclose, and (ii) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. The Client shall not oppose actions by MHC to assure such confidential treatment.

C. Client agrees that MHC may not have an adequate remedy at law in connection with a breach or threatened breach by Client of the provisions of this section, and accordingly MHC shall be entitled to an injunction, restraining Client from so doing. Nothing herein shall be construed as prohibiting MHC from pursuing any other remedies available to MHC for such breach or threatened breach.

Confidential information can include: technical and business information relating to MHC's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, Customers, Clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

NONCOMPETE & SEVERABILITY

Client agrees that for duration of Agreement between Client and MHC, Client will not directly or indirectly engage in a competitive business: defined as: acquiring, investing in or with respect to owning, leasing, managing or developing any related or like business as MHC. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

PRIVACY RULES

Client or Customer will not sell, release or give away information pertaining to the operation of MLM. MLM retains all ownership of all intellectual property, technology, publications and forms. These cannot be used for any other business reason without express consent of MLM. MLM asks for certain information such as your business name, contact name, address, phone number and e-mail address when Client or Customer registers for a MLM account, or if Client or Customer corresponds with MLM. MLM may also retain any messages Client or Customer send through Website or email service, and may collect information Client or Customer provides in User Content Client or Customer post to the Website or email service. MLM may use this information to operate, maintain, and provide to Client or Customer the features and functionality of the Website. Your business name and if Client or Customer choose to disclose it, your real name, will be published publicly.

Information MLM may receive from third parties:

MLM may receive information about Client or Customer from third parties. For example, if Client or Customer accesses our Websites or Service through a third-Party connection or login, for example, through Facebook Connect, by "following," "liking," that third Party may pass certain information about your use of its service to MLM. Client or Customer should always review, and if necessary, adjust your privacy settings on third Party Websites and services before linking them. Client or Customer may also unlink your third Party account from the Service by adjusting your settings on the third Party service.

Inviting a friend to use MLM:

MLM may, in its sole discretion, develop a feature that allows Client or Customer to invite third parties to the Service. If Client or Customer choose to use our invitation service to invite a third Party to the Service through our "Invite friends" feature, Client or Customer may directly choose a friend to invite through your mobile device's native contact list – but MLM does not require that Client or Customer import your contacts list to the service, and MLM does not retain the information contained in your contacts list. Client or Customer understands that by inviting a friend to MLM through the "Invite friends" feature, Client or Customer is directly sending a text or email from Client or Customer's personal accounts and that MLM is not storing Client or Customer's contact list. In addition, Client or Customer understands and agrees that normal carrier charges apply to communications sent from any phone. Since this

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invitation is coming directly from Client or Customer's email or phone, MLM does not have access to or control this communication.

Cookies information:

MLM may use cookies on its Website to enhance the Website and provide services and functionality to its users. When Client or Customer visit the Website, MLM may send one or more cookies — a small text file containing a string of alphanumeric characters — to Client or Customer's computer that uniquely identifies browser and lets MLM or its third Party affiliates help Client or Customer log in faster and enhance navigation through the site. A cookie may also convey information to MLM about how service is used (e.g., the pages viewed, the links clicked and other actions akin on the service), and allow MLM or its business partners to track usage of the service over time. A persistent cookie remains on hard drive after closing browser. Persistent cookies may be used by Client or Customer's browser on subsequent visits to the site. Persistent cookies can be removed by following web browser's directions. A session cookie is temporary and disappears after Client or Customer closes their browser. Client or Customer can reset web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the service may not function properly if the ability to accept cookies is disabled. Full details can be found on mihubcenter.com under Privacy Rules.

Commercial and marketing communications:

MLM may use the information MLM collects or receives, such as email address, to communicate directly with Client or Customer. MLM may send emails containing newsletters, promotions, and special offers. If Client or Customer does not want to receive such email messages, Client or Customer will be given the option to opt out or change preferences by selecting opt out with any third Party service used or by sending MLM a direct email. MLM may also use Client or Customer's information to send service-related emails (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the service, technical and security notices). Client or Customer may not opt out of Service-related emails.

Sharing of Your Information

MLM will not share or sell Client or Customer's information into third parties outside MLM without your consent, except as noted below:

- Who MLM may share your information with: MLM may share your information with third-Party business partners and Trusted Users for the purpose of providing the Service to Client or Customer. Third Party business partners will be given limited access to your information as is reasonably necessary to deliver the Service, and MLM will require that such third parties comply with this Privacy Policy, or operate under a similar privacy policy.
- Who can see User Content: Any User Content that Client or Customer voluntarily disclose for posting to the Service becomes available to the public and cannot be removed, except by MLM in its sole discretion. Once posted on MLM, User Content may not be removable from public view, as copies may remain viewable in cached and archived pages of the Service, on other sites that have republished MLM, or if other Users have copied or saved that information.

Instances where MLM are required to share your information:

MLM will disclose your information where required to do so by law or subpoena or if MLM reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or to protect the security, quality or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of MLM, our Users, or others.

Keeping your information safe:

MLM cares about the security of your information, and uses commercially reasonable safeguards to preserve the integrity and security of all information collected through the Service. However, MLM cannot ensure or warrant the security of any information Client or Customer transmit to MLM or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of third Party sites and services that Client or Customer add to the MLM Service, such as social networks. MLM is not responsible for the functionality or security measures of any third Party.

Compromise of information:

In the event that any information under our control is compromised as a result of a breach of security, MLM will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

What happens in the event of a change of control:

MLM has no foresight or intention to (now or in the future), but MLM reserves the right to buy or sell/divest/transfer the company (including any shares in the company), or any combination of its products, services, assets and/or businesses. Information such as Customer names, email addresses, user content & other user information related to the Website may be among the items sold or otherwise transferred in these types of transactions. MLM may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company.