



MIACO MEDIA, INC.

8704 Babcock Boulevard
Pittsburgh, PA 15237, USA
(724) 728-2434 • Facsimile (724) 728-2454
www.TheCableGirl.com

“The Cable Girl”

Agency of Record Agreement

MADE as of the _____ day of _____, _____, by and between MIACO MEDIA, INC., a Pennsylvania Corporation, located at the above-referenced address (“MIACO”) and the party identified in the **Customer Account Rider** attached hereto (“Client”). For and in consideration of the mutual promises contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Entire Agreement. The parties acknowledge that this Agreement (this “Agreement”) is the final, complete and exclusive statement of the entire agreement between parties. This Agreement supersedes any other prior and contemporaneous communications of any nature between the parties, whether oral or written. No terms or conditions, other than those contained in this Agreement, and no other agreement or understanding which in any way purports to amend the terms or conditions of this Agreement, shall be binding upon either party unless such amendment is in writing and is executed by the both parties as an express and specific amendment to this Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof except in writing signed by both parties.

2. Appointment. Client hereby appoints MIACO, and MIACO hereby accepts to serve as, Client’s **agency of record** for advertising, marketing, public, promotional campaigns and media relations (“Promotional Activities”). As such, MIACO is authorized and directed to purchase media and outside services on Client’s behalf as Client’s media agent. Client engages MIACO on an exclusive agency basis, meaning that Client will not engage another agent or other representative during the term hereof or otherwise interfere with Promotional Activities approved by Client; notwithstanding the foregoing, Client acknowledges that MIACO is a media company representing other clients who may or may not be competitive with Client. MIACO will make no commitments or disbursements or incur any obligations for Client’s account without proper authorization or approval from the Client.

3. Term. The term of this Agreement shall continue until either party gives the other party written notice of termination to their respective addresses with ninety (90) calendar days prior written notice. Notwithstanding the foregoing: i) any termination shall be prospective only and subject to all work in process authorized during the term; ii) any terms and conditions that naturally survive the termination (including, but not limited to, continued confidentiality) shall survive.

4. Confidentiality. MIACO has developed proprietary pricing structures that are extremely valuable to MIACO. Client acknowledges that all pricing structures and information regarding Promotional Activities are the confidential trade secret information of MIACO; at no time shall Client disclose MIACO pricing or other terms and conditions to third-parties for any reason. Client’s business information taken by MIACO shall be held in confidence and disclosed only has necessary to fulfill Client’s purposes in accordance with MIACO’s role as stated herein. Both parties shall maintain the confidential information of the other. In the event that Client discloses MIACO terms and/or pricing structures to third-parties, because of the difficulty of measuring damages, as liquidated damages and not a penalty, Client shall pay MIACO three times the aggregate cost of media services proposed and/or placed by MIACO or \$10,000 per occurrence whichever is greater. Confidentiality shall survive termination hereof.

5. Refunds and Cancellation. MIACO conducts Promotional Activities in accordance with the directive of Client with third-parties. In the event that Client requests any of the Promotion Activities be stopped or to be suspended, and only if MIACO is able to accomplish the stoppage or suspension, as the case may be, (which is not guaranteed), any payments by Client for third-party advertisers will be refunded only to the extent received by MIACO from such third-parties. Client acknowledges that, in some cases, even if an advertiser permits cancellation, there can be a three-week or longer delay until the respective Promotional Activities can be canceled. MIACO is not required to reduce any commission earned on the Promotional Activities approved by Client including, but not limited to, if placed with the third-party. Where previously approved Promotional Activities have already incurred charges, Client agrees to reimburse MIACO for unrecoverable charges or expenses arising from requested changes or cancellations. Non-cancellable contracts to which MIACO has committed on behalf of Client and with Client’s approval/authorization, shall be taken over and paid for by Client to the extent practicable and Client will indemnify MIACO against any claims thereof.

6. MIACO Compensation. Client shall pay the fee to MIACO as outlined in the Customer Account Rider. Promotional Activities that include development of collateral material are invoiced for creative and production time per MIACO’s standard hourly rate schedule. State sales tax, shipping charges, faxes, long distance telephone calls, travel expenses, delivery charges, overnight delivery service, and other expenses that may accrue to a project but cannot be accurately estimated in advance of production, are not included in estimates and are invoiced separately. Invoices are due upon receipt. Interest shall accrue after twenty (20) days from the date of the invoice at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. Client shall indemnify and hold MIACO harmless from all collection of overdue invoices, including, but not limited to, attorneys fees.

All media placement requests shall name Client as advertiser and MIACO as Client’s agent of record. MIACO will service and invoice Client each month. Once payment has been made to MIACO, MIACO assumes financial responsibility for remitting payment to any media service in a timely manner. Notwithstanding anything to the contrary, MIACO is not required to pay for such advertising until funds finally clear MIACO’s bank account; MIACO is not required to accept credit cards on any transaction. If Client fails to remit payment to the MIACO, or Client funds do not finally clear, then financial responsibility for payment lies entirely with Client and not with MIACO.

MIACO will not entitled to commissions with respect to space, time, facilities, materials or services as to advertising published, broadcast or otherwise used in media after the proper termination date of this Agreement, unless where materially all such material has actually been completed by the MIACO, approved by Client and materially ready for delivery to the media for publication or readied for broadcast or presentation. The parties

agree that termination of this Agreement shall not deprive MIACO of an equitable remedy for services occurring prior to termination that yield the material benefit to Client thereafter.

7. Approvals and Indemnification. MIACO will submit to Client for approval all copy, layouts, artwork, drawings, storyboards, scripts and media schedules. Client shall approve such submission in a timely basis not greater than three (3) business days, and if MIACO does not receive responsive communication, MIACO may proceed with the understanding, in MIACO's sole discretion and without a duty to do so, as if Client had approved the submission.

Client will indemnify MIACO against any loss it may incur as a result of any claims, proceedings or suits made or brought against MIACO based upon any Promotional Activities whether or not MIACO prepared for Client or whether the same is presented or approved by the Client prior to publication or broadcast. Client will also indemnify MIACO against any loss or expense MIACO sustains as a result of a claim, proceeding or suit made or brought against it based upon any advertising element (e.g., photographs, artwork, etc.) of Promotional Activities furnished or approved by Client which allegedly violates the personal or property rights of any person or persons. Indemnification under this provision shall survive termination of this Agreement. **Regarding all services of MIACO, Client is exclusively responsible to confirm that any materials and/or workproduct is not violating third-party rights, as well as researching whether any proprietary protections might be available, such as patents, copyrights, trademarks and/or trade secrets; no services by MIACO shall imply that any of the same are either not infringing or are capable of legal protection.**

8. No Hire. During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall directly or indirectly hire, or solicit, contact, or coordinate the hiring of, any person who was an employee or sub contractor of the other at any time during the term of this Agreement.

9. Representations and Warranties. Notwithstanding anything in this Agreement to the contrary, Client specifically acknowledges that MIACO cannot guarantee the ultimate placement of any advertisement, including, but not limited to, because of discretionary standards and practices review at any media facility; it is not uncommon for standards and practices departments of media companies to require revision which shall be deemed to change any price quotation or estimate by MIACO. MIACO does not assume the risk that advertisement or other media is not placed; MIACO remains entitled to its fee irrespectively of placement. Unless otherwise stated in writing, all prices quoted by MIACO are subject to adjustment, including for changes to pricing by media providers.

MIACO shall not be liable for delay, omission or error in any advertisement in the absence of willful fault. Nothing in this Agreement shall be deemed to require MIACO to undertake any Promotional Activities which are, in MIACO's judgment misleading, libelous, unlawful, indecent or otherwise prejudicial to MIACO or to Client's interest, although MIACO shall have no duty of review.

MIACO DOES NOT REPRESENT OR WARRANT THE SUCCESS OF ITS SERVICES, OR THE SUCCESS OF ANY PROMOTION. MIACO MAY REFER THIRD PARTY SERV-

ICE PROVIDERS TO CLIENT, AND IF SO, CLIENT IS SOLELY RESPONSIBLE FOR COMPLETE INTERVIEW AND REVIEW OF SUCH SERVICE PROVIDER CREDENTIALS WITHOUT REGARD TO ANY ORIGINATOR FROM MIACO. CLIENT ASSUMES TOTAL RESPONSIBILITY.

Neither MIACO nor its employees, agents, representatives or affiliates make any express or implied warranties, representations or endorsements whatsoever arising from, related to or in connection with its services. It is solely Client's responsibility to evaluate the accuracy, completeness and usefulness of all information and the quality of services. MIACO necessarily uses the services of third-party vendors, including, but not limited to, media companies. The terms hereof are necessarily subject to and limited to the terms and conditions of MIACO agreements with such third-party vendors.

UNDER NO CIRCUMSTANCES SHALL MIACO OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY INCLUDING, BUT NOT LIMITED TO, FROM MIACO SERVICES OR CLIENT'S RELIANCE ON OR USE OF INFORMATION, SERVICES PROVIDED BY MIACO, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. YOU HEREBY INDEMNIFY MIACO, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES FROM AND AGAINST ALL ACTIONS, CLAIMS, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH MIACO SERVICES.

IN NO EVENT SHALL MIACO'S MAXIMUM LIABILITY EXCEED ANY FEE ACTUALLY PAID (EXCLUDING PAYMENTS TO THIRD PARTIES) BY CLIENT FOR THE SERVICES AT ISSUE IN THE DISPUTE. NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS DUE TO CAUSES WHICH ARE BEYOND THEIR CONTROL AND OF A NATURE WHICH NEITHER HAS THE AUTHORITY OR POWER TO REMEDY.

10. Miscellaneous. Client may not assign any term or condition of this Agreement without the express prior written consent of MIACO. Without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the successors, heirs, personal representatives, agents, legal representatives and assigns, of any nature at any time, of the parties. This Agreement does not, and shall not be construed to, create an employer-employee relationship, joint venture or partnership between the parties. All notices shall be in writing and shall be deemed to have been duly given if mailed by United States certified or registered mail, return receipt requested, postage pre-paid, properly addressed. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The parties specifically consent to the exclusive personal jurisdiction of the Commonwealth of Pennsylvania, venue of Allegheny County. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the termination hereof.

Representing their respective authority to execute this Agreement, on the date first above written:

MIACO MEDIA, INC.:

CLIENT:

By: _____

THERE ARE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE