



## TERMS AND CONDITIONS

1. I am of legal age in the state of my residency. I agree that I am an independent marketing Representative (hereinafter, "REP") responsible for my own business activities and not an agent or employee of Big Media Broadcasting Company (hereinafter, "BMBC"). I will not represent in any manner that I am an employee, agent, or joint venture partner of BMBC. I understand that I have the right, subject to the terms of this application/agreement (hereinafter, "Agreement") and the Policies & Procedures (hereinafter, "P&P's"), to market and sell all BMBC approved products and services (hereinafter, "Products") which may include, but are not limited to, internet-based radio stations, channels, shows and associated advertisements.
2. I understand that I may refer and sponsor other REP's into this business opportunity and receive override commissions from their Product sales. All such sponsoring and overrides are subject to BMBC's approval, the Rep Commission Plan, the P&P's, and this Agreement.
3. I agree to represent BMBC with honesty and integrity and conduct my marketing activities ethically and professionally. I shall use my best efforts to market and sell Products to customers and I will not under any circumstances, either by omission or commission, misrepresent any fact concerning BMBC and its Products or take any action which damages or would reasonably be interpreted to damage BMBC's reputation or goodwill.
4. I agree to indemnify and hold BMBC, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as, "Affiliates") harmless from any actions, causes of actions, claims, damages, liabilities, and expenses, including attorney fees and litigation costs arising from the failure of a third party provider of Products to perform to my satisfaction, or my failure to perform pursuant to this Agreement including, but not limited to, any gross negligence, fraud or misrepresentation, or violation of any governmental laws, regulations or rules.
5. Under no circumstances shall BMBC and its Affiliates be liable for any lost profit, or for any special, direct, indirect, consequential, exemplary, or punitive damages or any other loss incurred or suffered by me as a result of entering into this Agreement. The entire liability of BMBC and its Affiliates for any claim whatsoever related to the relationship of BMBC and myself, including, but not limited to, any cause of action sounding in contract, tort, equity, or strict or products liability, shall not exceed, and shall be limited to, the amount of commissions I have earned from the sale of Products up to the date of any claim or damage.
6. I understand that I must be a REP in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any commissions from BMBC. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, province or regulatory taxing agency. I agree to pay all applicable federal and state self-employment taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement. I further agree to allow BMBC to collect and remit applicable sales taxes on my behalf with each Product order unless I have on file with BMBC a copy of my tax resale number in the state of my residency, or in the case of a non-profit organization, a tax exempt certificate and number.
7. I understand that acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to any REP, that no franchise fees have been paid, nor am I acquiring any interest in a security, by the acceptance of the right to sell and distribute the BMBC's Products pursuant to this Agreement. I further understand that REP's are not authorized to, and I will not for any reason, act as a corporate spokesperson for BMBC or its Products in any way to any media or publication, nor will I incur any debt, expense, obligation or open any checking account on behalf of, or for BMBC.
8. I agree that as a REP, I shall place my primary emphasis upon the making of sales of Products to customers. I understand that I am not obligated to purchase any Products from BMBC in order to sell Products. I further understand that sales aids, company literature and marketing materials will be available to REP's for purchase at BMBC cost. Only BMBC approved sales aids, literature and marketing materials may be used when representing BMBC and in selling its Products.
9. BMBC pays no commissions or finder's fees for sponsoring new REP's, but only pays a sponsor commission when a sponsored REP makes a sale. As such, I am responsible for guiding, training and supporting new REP's I sponsor into the BMBC sales force. I agree to maintain monthly communication and support to those REP's I earn commission on through personal contact, telephone communication, written communication and/or attendance at REP training events.
10. BMBC reserves the right to modify, from time to time, the REP P&P's, this Agreement and the REP Commission Plan. I agree to comply with all such modifications which shall be considered in effect and incorporated herein by reference, upon notice by BMBC publication or announcement. In addition, BMBC reserves the right to add, subtract or change Products or Product offerings and price without notice. The continuation of my BMBC REP status or my acceptance of commissions shall constitute my acceptance of any and all such modifications.
11. This Agreement shall be deemed in effect upon its receipt and approval by BMBC at its home office address listed below. This Agreement shall remain in effect for one (1) year from the date of acceptance by BMBC, unless earlier terminated in accordance with the terms and conditions herein. Each REP must renew their Agreement within one (1) year from the date of its acceptance by BMBC and every year thereafter. A BMBC Renewal Agreement and any applicable fees must be completed by a REP and received by BMBC prior to midnight on the annual anniversary date of the original Application. Failure to renew will result in the expiration of this Agreement or the Renewal Agreement and the forfeiture of all rights associated with being a REP, including but not limited to the right to participate in the REP Compensation Plan.
12. I understand I have the right to cancel this Agreement at any time and for any reason upon written notification to BMBC. BMBC shall not cancel this Agreement unless I materially breach a term or condition of this Agreement or the P&P's. If I fail to comply with the terms of this Agreement or the P&P's, then BMBC may, at its discretion, terminate my REP status or impose upon me other disciplinary action, including but not limited to, forfeiture of commissions or loss of all or part of my marketing organization. I understand that procedural policy in this regard is enumerated in the P&P's.
13. I understand that my REP position with BMBC may be inherited or bequeathed, but cannot be transferred or assigned without prior written consent of the BMBC and is subject to the terms and conditions as set forth in the P&P's.
14. I will not create, publish, use or distribute the names, trade names, logos, copyrighted literature or materials, trademarks, service marks, sales aids or training materials of BMBC except for materials provided by BMBC or approved in writing by BMBC prior to their use by me. I understand that unauthorized use or duplication of said materials is a violation of federal law and grounds for suspension and/or termination. Furthermore, I acknowledge that any REP, customer, vendor, third-party provider or other proprietary lists, names, programs, or procedures are the exclusive property of BMBC and may never be used for any commercial purpose by me without prior written consent of BMBC. Furthermore, any promotional material, including business cards that use the "BMBC" name, trademark or logo must be approved in advance by BMBC.
15. I understand that BMBC makes no representations, warranties, or guarantees, express or implied, of any kind including, but not limited to, any claims for earnings or benefits from Products other than those expressly included in BMBC publications. In promoting the BMBC opportunity, I will not represent or state that any level or amount of income or success is guaranteed, assured, or easy to achieve.
16. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder of the Agreement will remain in full force and effect.
17. This Agreement is governed under the laws of the state of California. The parties hereto agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Los Angeles County, CA; and no other venue.
18. This Agreement constitutes the entire contract between BMBC and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement and the P&P are of no force or effect. To the extent there is any conflict or inconsistency between this Agreement and any other agreement or P&P, the P&P shall in all instances supersede and prevail over any term of this Agreement.

Applicant Initials: \_\_\_\_\_