

## **MEDIA & MARKETING DYNAMIX, LLC (MMD) PARTNERSHIPS**

### Agency Terms & Conditions

#### **Agreement Addendum between User and Media & Marketing Dynamix, LLC (MMD)**

This product is offered to the User conditioned upon acceptance by the User without modification of the terms and conditions contained herein. This Agreement Addendum supplements the General Agreement. Use of the services, contents and/or products presented in any and all areas of this site constitutes the User's agreement to abide by the General Agreement and by the following terms and conditions..

#### **Why Terms?**

The process to find and ultimately hire a new marketing partner is both revealing and exciting, but it is equally demanding and challenging. A successful "agency search is best done as a linear process under close supervision and control. Both parties (agency candidates and client advertiser) will invest time, talent, energy and money.

These "terms" provide the guidelines for start-to-finish fair-play ...

#### **Qualified & Clients**

MMD certifies advertising, public relations, direct marketing, digital, interactive, media buying, sales promotion, web development clients and other marketing firms based on information furnished by them during the registration and enrollment process.

#### **Agency Information**

By registering, you confirm that the information you supply is complete and accurate to the best of your knowledge; that you are empowered and authorized to provide this information and enroll the agency for "certification"; that you accept responsibility for keeping your Agency/Client data accurate and up-to-date; that you are not enrolling your agency under false pretenses; and that you will respond in a reasonable length of time to our email or telephone inquiries.

#### **Agency Invitations**

Our Agency/Client call is to validate the search, learn more about the search requirements and, if appropriate, assist in making positive adjustments in the search criteria.

If a searcher rank orders his or her final agency selections, Agencies/Clients will be invited in the order assigned until the number of Agencies/Clients requested and in the order we deem appropriate. When Agencies/Clients receive a new business invitation and introduction, they learn searcher/client name, contact, search assignment details, first-year budget and all search criteria known to MMD.

#### **Your Due-Diligence Interview**

In our agency review process, the agency/client due-diligence telephone interview is a vital component. Each party has the opportunity to learn and explore the likelihood that the two are a potential "good" match. That determination is based on whatever takes place during that single but otherwise unlimited telephone conversation. Following that call, unless there is mutual agreement that a "match" does not exist, the client will consider your agency a "Contender."

As a "Contender" you are obligated to immediately become "fee-paid."

## **Non-Pursuit Provision & Fee Discussions**

Agency/Client certified relationships are based on trust. If MMD declines a Agency/Client invitation for any reason, they agree to withdraw completely from consideration. MMD client and consultant relationships encourage the free exchange of information on search activity. If a declining Agency/Client attempts to re-establish contact without going through MMD, then that Agency/Client may be immediately and permanently removed from the database, and the client/consultant advised that the agency has failed to abide by these Terms and Conditions.

If the Agency/Client consummates a relationship that includes any compensated business introduced of that original invitation, it shall be deemed an introduction made by MMD. Upon MMD's discovery of that fact, if your agency is not fee-paid, it shall be subject to a surcharge equal to the current balance due and is payable on demand.

Each Agency/Client is meant to be fee-paid in order to participate in a review. We do not disclose Agencies/Clients which are fee-paid and to what extent, nor do we disclose payment history and punctuality. We do not expect any agency to discuss their MMD fee status with a client, particularly as an excuse for not participating as a contender.

## **Data Currency & Agency Status**

It is critical that each Agency/Client maintain the currency of its profile data and contact information. To that end, although the MMD staff makes periodic outreach to registered clients via telephone, special emails and agency newsletters, it is the agency's sole responsibility to insure that their profile is complete, current, accurate and honest in reflecting agency credentials and accomplishments. The selection, subsequent invitation and introduction of an agency/client is a function of that profile. Each Agency/Client is given the due-diligence telephone interview as their opportunity to determine and decide if they wish to become a contender and subsequently pay any MMD fees still due. The success of any resulting relationship is strictly and solely between the agency and the client. MMD accepts no responsibility for the success or failure of any agency/client relationship that results from an MMD introduction and no adjustment in fees (paid or due) shall be made.

The Agency/Client voluntary registration and subsequent data-entry of agency profile information is strictly at the option and execution of the agency. However, unless and until such profile is taken off-line by MMD, that profile shall remain indefinitely active, capable of surfacing in a client or MMD-managed search, eligible for invitation and introduction, and the basis for the agency's obligation to become fee-paid if or when the agency receives an introduction and elects to become a contender.

An "off-line" request is only recognized and acted upon if we receive an explanatory written request (email or hardcopy) from a current officer of the Agency/Client, and only if the agency is current in their fee-payments and obligations to MMD. When that is the case, the agency profile will be taken "off-line" and made inaccessible to the agency and invisible in any public database search.

## **Confidentiality of Agency Data**

Agency/Client information is treated with the utmost confidentiality. MMD utilizes User ID and Password technology to see that unauthorized individuals have no access to confidential Client data.

After a searching party concludes his or her online search, a MMD executive calls the client to confirm the search and to discuss the selected clients. At that time and as part of the process, MMD will furnish the searcher with on-line access to each agency's non-confidential profile.

## **Search Confidentiality**

Agency/Client agrees to hold each invitation you receive and the details of that invitation confidential; revealing information about a search to any outside party may cause Agency/Client to be immediately excluded from further consideration by the searcher and may lead to removal from the MMD database.

## **Annual Subscription Fee, Budget Option & Money Back Promise**

Representation of a Agency/Client for our new business efforts, your opportunity to be selected, our subsequent Agency/Client introduction and permission granted to respond to an Agency/Client opportunity is based on full and timely payment of all fees due to MMD.

When the Agency/Client receives a pitch invitation), you are entitled and encouraged to initiate and hold a no-obligation telephone due-diligence interview (normally within four business days of receipt) before deciding whether or not to become a contender, but final contender status is not granted until payment of the appropriate fees have been received or agreed to be paid. A Contender is any invited Agency/Client that takes any action intended or expected to enhance their competitive position following the allowed single initial client telephone due-diligence interview.

Your Agency/Client introductions are offered on the condition of prompt receipt of all fees due to MMD. Fees due are represented on an accompanying or separately sent invoice. Payment of any balance is due at MMD invoice due date and prior to any face-to-face client meetings. Invoices carry our agency address and phone.

It is your Agency/Client responsibility to ensure that payment is received. We are not responsible for the failure of any carrier to deliver the instrument of payment. A FINANCE CHARGE of \$25 per month is added to account balances more than 30-days old.

When your Agency/Client fees are delinquent, you may be withdrawn from consideration. All accounts aged more than 45-days are referred to our attorneys for collection, subject to attorney's fees, interest and costs.

## **No Guarantees**

MMD may not be able to provide introductions for each Agency/Client that registers for our services and creates a profile. Further, MMD makes no guarantees as to the number or frequency of introductions it will make, or the number of instances Agency/Client might surface as an initial candidate. Similarly, MMD in no way controls either the volume or the quality of Agencies/Clients who search at MMDagency.com.

Each Agency/Client has the opportunity to adjust and control the "magnetism" of the profile. The perfect profile is one that is finished and complete; the MMD (see below) should be 90 or greater, and all checked data-fields should be those for which the agency wants to be found. Each profile should be updated by the primary new business contact periodically; the phone, fax and e-mail contacts should be current and correct, and the primary new business contact should be an agency executive authorized to conduct business on behalf of the agency, and authorized to arrange for timely payment to BPI for services rendered.

You also understand and agree that MMD makes no guarantees, either express or implied, regarding your agency's ultimate compatibility with clients to whom you are introduced, nor is BPI in any way involved or responsible for a client's ultimate choice of marketing partner.

## **Procedural Choice**

You are invited to work with us in our MMD headquarters, although like most, you'll probably favor the cost-savings and efficiency of working via telephone, Internet, e-mail and fax. You'll discover that in performing our work on behalf of your Agency/Client, our interaction is quite extensive, both in communicating and interacting with you as well as on your Agency/Client who ask we invite to become a candidate.

## **Governing Law, Forum Selection & Waiver of Jurisdiction**

This Agreement Addendum shall be governed by and construed in accordance with the substantive laws of the Minnesota, without regard to the conflicts of law provisions thereof. User hereby consents to the jurisdiction and venue of the federal and state courts in the Commonwealth of Duluth, Minnesota and further agrees that said courts shall have exclusive jurisdiction for the resolution of all disputes hereunder. User hereby waives any objection to venue or personal jurisdiction.

I understand that by entering into this agreement that I have subjected myself to personal jurisdiction in the Courts of Duluth, Minnesota.

## **General**

This Agreement Addendum shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this Web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement Addendum, the terms of this Agreement Addendum shall control.

If you fail to perform any or all of your obligations under this Agreement Addendum, then you agree to pay all of MMD's costs, including attorney's fees (not to exceed 30%), the fees of collection, and other expenses incurred by MMD in enforcing any of the terms of this Agreement Addendum. If you fail to pay any obligation within 30 days from the date that it is due, then you agree to pay monthly late fees.

If any provision is deemed to be unlawful or non-enforceable, that shall not affect the validity and enforceability of the remaining provisions. Any rights not expressly granted herein are reserved.

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