

MONOPOLIZE YOUR MARKETPLACE

Marketing Services Agreement

Step 1: Company Information	Company:		Contact Name:			
	Address:					
	Office Phone:		Contact Cell:			
	Web Address:		Contact Email:			
Step 2: Choose Your Services	MYM Insider (12 months)		MYM Live!		Bulk Writing Credits	
	Platinum - \$4,990		Elite (2 Days) - \$3,990		Platinum – 12 credits - \$3,990	
	Private - \$15,990		Pinnacle (4 Days) - \$7,990		Private/Pro – 12 credits - \$3,490	
	Private Professional - \$29,990		Extra Person** - \$990 per day		Private/Pro – 36 credits - \$9,990	
* Must meet eligibility requirements listed in Terms of Service, page 2 ** Extra person must be from same company and must attend same session(s)						
Step 3: Calculate Amount Due					Amount	
	Total For All Services Selected Above				\$X,XXX	
	Discounts— <i>list discount here, if any</i>				\$XXX	
	Total Amount Due				\$X,XXX	
	If Paid In Advance – 10% Discount				\$X,XXX	
	Total Due Now				\$X,XXX	
					-- OR --	
If Using 0% Finance Option – 20% Down				\$X,XXX		
Balance Due				\$X,XXX		
Monthly Payment (11 payments)				\$X,XXX		
<p>Step 4: Agree To Terms</p> <p>Please sign your name & date here to show that you have read and agree to all terms of service:</p> <p style="text-align: center;">X _____ / Date _____</p>						

Notes here, if any

Check if choosing the Pay in Advance option

--OR--

Check if choosing the 0% Financing option

Step 5: Billing Information

Card Number:		Card Type:	
Exp. Date:		Security Code:	
Name on Card:		Signature:	

Senior Consultant		Offer Expires On:	
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Please Fax All 3 Pages To: (817) 796-2967

MONOPOLIZE YOUR MARKETPLACE

MYM Insider & MYM Live! Terms Of Service

Monopolize Your Marketplace (MYM) agrees to offer marketing training, feedback, and writing services as follows:

MYM Insider

Training: MYM agrees to make marketing training available on an ongoing basis including a minimum of 5 live conference calls (and/or webinars; hereafter referred to as “calls”) per calendar month. In the event that less than 5 calls per month are held, a) additional calls may be conducted in subsequent months to compensate, or b) longer-than-normal calls may be substituted (normal calls being at least 45 minutes long). All calls are recorded, summarized and posted to MYM Insider Member website. Members will be assigned a user ID and password that grants them access to previous calls.

Feedback: MYM will give marketing advice and/or provide written and/or oral reviews of Member’s marketing pieces, including, but not limited to print ads, mailers, radio/tv ads/scripts, websites, brochures, and collateral marketing materials as follows:

- **Tuesday Morning Ad Clinic (TMAC) & Power Strategy Call (PSC):** Members may submit marketing materials to MYM for public oral review by an MYM Senior Consultant on the TMAC, or submit other marketing questions for discussion on the PSC. Due to the nature of the TMAC & PSC, availability is limited. If a submission cannot be accommodated, Member will be notified and a Staff Review or Marketing Hotline critique will be substituted at Member’s discretion. Any marketing pieces submitted for TMAC review or PSC discussion will be made available in perpetuity to MYM Insider Members via the member portal, and may also be used as examples in future articles, books, newsletters, presentations, etc. (online or hard copies) and made available to Members and/or non-members. Submitter of such ads shall receive no compensation for MYM’s future use of said ads. MYM is not responsible subsequent use of said ads by other entities. Members who wish to keep ad submissions strictly private should submit for Staff Review.
- **Staff Review:** Staff Reviews are written critiques of submitted marketing pieces conducted by MYM Senior Consultants or Copywriters. Members should submit requests via email to StaffReview@MYMOnline.com; turnaround time is a maximum of 5 business days, but are generally turned in 1 to 2 business days. Members will have access to feedback on 3 separate marketing pieces (multiple reviews of the same piece counts as one). If Member does not submit the maximum number of marketing pieces for review in a calendar month, they will lose their benefit for that month (i.e., no “rollover” reviews).

Fulfillment Discounts: MYM will make marketing fulfillment services available to Insider Members (all levels) at a discounted rate. Check www.MYMOnline.com or ask an MYM representative for current pricing and discount levels.

Insider Private: Insider Members seeking ongoing individual marketing guidance may choose a Private Membership. Private Members will be assigned an MYM Senior Consultant (SC) for two monthly “benchmark” meetings to last a total of 90 minutes in total per month (typically two 45 minute calls). The purpose of the ongoing bi-monthly benchmark meetings is to guide the Private Member regarding marketing strategies, implementation, budgeting, tactical execution, etc. MYM SC shall not be liable for writing marketing or executing marketing programs on Private Member’s behalf, except in the event that Writing Credits are purchased (see below). Private Members should make a good faith effort to schedule and attend meetings on a consistent basis; MYM and SC are not liable for unscheduled, postponed, or cancelled meetings by Private Member.

Insider Private Professional: Insider Private Professional is for companies seeking more individual input and wish to have MYM create marketing materials on their behalf. Private Professional is the same as Private (above) with the following two exceptions: Private Professional Member will have weekly benchmark meetings (4 per month), and 36 writing credits (see below) are included in the price.

Writing Credits: MYM will make Writing Credits available to Insider Members at the current rate published on the MYM Insider portion of the MYM website. As of the date of this agreement, the pricing for Writing Credits is \$399 for Micro and Platinum Members and \$349 for Private members. Writing Credits can be exchanged for marketing writing services from MYM as follows: 1 credit for every page of deliverables, including: 1 printed page (ad, brochure, sign, etc.—each side/face is 1 credit); 1 postcard (front and back), 1 radio ad script; 1 TV script; 1 hopper email; multimedia content (videos, websites, etc.) and other deliverables per “good faith negotiation.” Private Members may purchase writing credits as a bulk discounted rate of 12 credits for \$3,490. Writing Credits will be made available as MYM capacity permits; credits may not always be available for purchase. **Graphic design or other production (web, multi-media, video, audio, etc.) is NOT included in the Writing Credits but may be purchased from MYM at an additional charge (shown on MYM website) or may be handled by Member at Members’ sole discretion.**

Duration Of Agreement: All Insider Memberships are for a term of one year (12 months), and will automatically renew annually at the rate of \$399 per month (Platinum), \$1,199 per month (Private), and \$2,290 per month (Private Professional) upon completion of the first year. Members who wish to discontinue their membership after a given year must notify MYM in writing prior to the anniversary date of this agreement each year.

Initials

Date

MYM Live! Training

MYM agrees to make marketing training available to participants for duration of 2 days (Elite Training) or 4 days (Pinnacle Training). Training days for the Elite and Pinnacle Programs shall be at least 9 hours in duration (although 10 or 11 hour days are common). Reasonable breaks for resting and meals will be taken during each day. Trainees are responsible for their own transportation to the training facility, their own lodging accommodations, their own dining expenses, and any other incidental costs associated with the training. MYM will follow the agenda listed on the MYM website for the training; however, no warranty is made as to the exact quantity or content of any given training, as the training is tailored to the needs of the training class. Trainees are responsible for having a laptop computer loaded with Microsoft Word, Excel, and PowerPoint, and are expected to have a basic working knowledge of these programs. MYM has no liability after the training course for Trainees' implementation of said training except in the event that Trainee is also a MYM Insider Member, in which case, feedback is available per the terms of that program. MYM strongly recommends that Live! Training attendees also join the MYM Insider program. **MYM Live! attendees must complete the Methodology Bootcamp (available online and in CD form) as a prerequisite to attending the live course.**

All Services

Payment Terms: MYM Insider Members and MYM Live! Training attendees may elect to pay in advance annually for services or make payments on a monthly basis. Those who prepay annually may be eligible for a pre-payment discount of 10%. Those who make monthly installment payments will be required to pay 20% of the total price as a down payment, and the remaining balance will be divided into 11 equal monthly payments, with no finance charge. All monthly payments will be made on either the 10th or 25th of each subsequent month. All payments (including those made via credit card) shall be considered final and Member/Trainee hereby agrees to forfeit right to chargebacks through their credit card company for any reason. In the event that the monthly credit card charge is declined, a \$50 late payment fee will be charged to the credit card on file, and MYM will make reasonable attempts to charge the credit card on file again. If the charge cannot be authorized within ten (10) days of the due date, the entire outstanding amount of the agreement shall be immediately due and payable, plus a \$100 administrative fee. MYM Insider Member hereby certifies that they understand that the MYM Insider Program is offered only as an annual membership, and as such is obligated to pay all monthly payments for the duration of their membership. Member also hereby certifies they understand the program is consumable upon commencement due to of the quantity of training materials available for immediate download from the MYM website. MYM Insider Members may not cancel their memberships prior to their one year anniversary for any reason.

WARRANTIES: MYM DISCLAIMS ANY WARRANTY REGARDING THE MARKETING RESULTS OR ANY BENEFIT THE MEMBER/TRAINEE MIGHT OBTAIN FROM THEIR MEMBERSHIP. THERE ARE NO REFUNDS. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, ARRANGEMENTS, PROMISES AND COMMITMENTS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO THE SUBJECT MATTER HEREOF, AND ALL SUCH PRIOR AGREEMENTS, UNDERSTANDINGS, ARRANGEMENTS, PROMISES AND COMMITMENTS ARE HEREBY CANCELED AND TERMINATED, EXCEPT THOSE SPECIFICALLY LISTED ON THE OFFICIAL AGREEMENT. IN THE UNLIKELY EVENT THAT THE MYM INSIDER PROGRAM IS DISCONTINUED, PRE-PAID MEMBERS WILL RECEIVE A PRO-RATED REFUND OF THEIR MEMBERSHIP; MONTHLY PAYMENT MEMBERS WILL NO LONGER BE LIABLE FOR MONTHLY PAYMENTS.

_____ (initial) I have filled in and signed the attached Agreement

_____ (initial) I have read and understand the Terms of Service

_____ (initial) I understand there are NO REFUNDS and NO CANCELLATIONS.

Company Name

Date

Authorized Person

Signature