

THE RATEMYNETWORK FRANCHISE AGREEMENT

by and between

iM Connected LLC.

and

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THIS AGREEMENT (the "Franchise Agreement") is made this ____ day of 200__, between iM Connected, LLC ("iMC"), which is a limited liability company with its principal office at 2001 L St., NW Washington, D.C. 20036 and organized under the laws of the State of Delaware, and [INSERT FRANCHISEE's NAME], which has its principal office at _____ and is a _____ organized under the laws of the State of _____ (the "Franchisee"). This Franchise Agreement along with the Attachments, which are hereby incorporated by reference, shall be referred to as the Agreement.

WHEREAS, iMC is the owner of the trademarks, trade names, service marks, copyrights and logotypes (the "Marks") and the domain names (the "Domain Names") and of certain techniques, know-how, trade secrets and procedures (the Know-How), all of which are used in connection with highly engaging Internet content delivery services;

WHEREAS, iMC as a result of expenditure of time, skill, effort and money has developed a unique system of delivering digital content via the Internet that is tailored to accomodate specific subject matter of interest to end users;

WHEREAS, iMC as the result of great expenditure of time and effort has developed an effective system of operating the RateMyNetwork business, including business forms; bookkeeping and accounting materials and techniques; management and control systems; Web site layout and design specifications; site operations procedures; content screening and monitoring; and, in general, a style, system, technique and method of business operation and procedure developed through and by reason of iMC's business experience (the "RateMyNetwork System");

WHEREAS, iMC continues to expend time, skill and money to investigate and, if iMC deems it desirable, to develop and integrate into the RateMyNetwork System new procedures, systems, products, and services;

WHEREAS, Franchisee has applied to obtain a franchise to operate one RateMyNetwork franchise in the Franchised Channel described below for the purpose of offering and selling iMC's services and affiliated products under the Marks, Know-How and RateMyNetwork System at a designated Web site; and

WHEREAS, the parties wish to enter into a Franchise Agreement upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, it is agreed by the parties as follows:

ARTICLE I. DESCRIPTION AND GRANT OF FRANCHISE AND LICENSE

Section 1.01 General Description

The Franchise Business operated by the Franchisee shall generally consist of the right to design, manage and monitor certain aspects of the specific Web site within the RateMy™ Network (the "Site") described in Attachment B (Franchised Channel Description). The Site is built around a common theme to attract users with a common interest. The Site will also provide a forum for users to talk with one another and to develop relationships within the Site, and will sell services and products that relate directly to the common theme to end users.

Section 1.02 Grant of Franchise

iMC hereby grants to Franchisee, and Franchisee hereby accepts, the right to operate one (1) RateMyNetwork Web site containing Internet content substantially related to the Franchised Channel described in Attachment B (Franchised Channel) and, to use solely in connection therewith, the Marks and domain names listed in Attachment D (Marks and Domain Names), Know-How and RateMyNetwork System as they may be changed or developed from time to time pursuant to the terms of this Agreement.

ARTICLE II. SCOPE OF FRANCHISE

Section 2.01 Subject Matter Grant

The subject matter of the Web site covered by this Franchise Agreement (i.e., "Franchised Channel") shall be expressly described in Attachment B (Franchised Channel Description). Except as expressly provided to the contrary herein, Franchisee shall have the sole and exclusive right to control certain aspects of the Franchised Channel Site content and other marketing related activities in accordance with this Agreement.

Section 2.02 Franchisor Restrictions

iMC will not operate, or grant a franchise for the operation of, a Web site with content substantially similar to the Franchised Channel, except as provided in Section 2.04 of this Agreement ("Rights Reserved by Franchisor").

Section 2.03 Franchisee Restrictions

Franchisee shall not, without iMC's express written consent, solicit or sell products or services outside of the scope of the Franchised Channel with iMC's consent. Franchisee shall not register any domain name(s) containing the "RateMy" or any variation thereof whether appearing alone, or with other letters, numbers or characters without iMC's express written consent.

Section 2.04 Rights Reserved by Franchisor

A. iMC has the right to grant such other franchises outside of the express scope of the Franchised Channel as iMC deems appropriate.

B. Further, both within and outside of the scope of the Franchised Channel, iMC reserves the exclusive right to offer and sell products (including, but not limited to merchandise) related to the Franchised Channel or any other aspect of the the RateMyNetwork System.

ARTICLE III. TERM AND RENEWAL

Section 3.01 Initial Term

The term of this Franchise Agreement shall be three (3) years commencing on its effective date (the Initial Term), unless earlier terminated in accordance with the provisions of this Franchise Agreement.

Section 3.02 Renewal Term(s)

If at the conclusion of the Initial Term, Franchisee has complied in all respects with the conditions precedent to renewal set forth in Section 3.05 (Conditions Precedent to Renewal), then Franchisee shall have the right, but not the obligation, to enter into a renewal Franchise Agreement (the "Renewal Franchise Agreement") for one additional consecutive term of two (2) years (the "Renewal Term"). The Renewal Term shall commence upon the expiration of the Initial Term without interruption.

Section 3.03 Form and Manner of Renewal

To enter into a Renewal Term, Franchisee shall execute iMC's then-current form Renewal Franchise Agreement, which shall supersede in all respects this Agreement and which shall not contain any right to renew further upon expiration of the Renewal Term. The terms of the Renewal Franchise Agreement may differ from the terms of this Agreement, except that: (1) the scope of the Franchised Channel shall remain substantially the same, and (2) the continuing royalty upon renewal shall be no greater than the continuing royalty set forth in the then-current Franchise Agreement for new franchisees. Franchisee shall exercise its renewal right in this Article III in the following manner:

A. Not less than one-hundred and ninety-five (195) days, but no more than two-hundred (200) days prior to the expiration of the Initial Term, Franchisee shall request (in writing or via electronic message to party authorized to receive notice under Section _____) from iMC a copy of its then current Offering Circular and Renewal Franchise Agreement.

B. Upon receipt of the Offering Circular and Renewal Franchise Agreement, Franchisee shall acknowledge such receipt by executing and returning to iMC the acknowledgement of receipt form contained in the Offering Circular.

C. No later than ten (10) business days after Franchisee receives iMC's then current Offering Circular and Renewal Franchise Agreement, Franchisee shall notify iMC in writing as to whether or not it elects to execute the Renewal Franchise Agreement.

D. Upon receipt of Franchisee's notice of its election to execute the Renewal Franchise Agreement, iMC shall deliver to Franchisee three (3) copies of the Renewal Franchise Agreement. Promptly upon receipt of them, Franchisee shall execute three (3) copies of the Renewal Franchise Agreement and shall return them to iMC.

E. If Franchisee fails to perform any of the acts set forth in subsections (A), (B), (C) or (D) of this Article III in a timely manner, such failure shall be deemed an election by Franchisee not to exercise its right to enter into a Renewal Franchise Agreement, and shall cause Franchisee's right to expire without further notice or action by iMC.

F. If Franchisee has exercised its renewal right in the form and manner described above, and if on the date of the expiration of the Initial Term Franchisee has complied with the conditions contained in paragraph 3.05, iMC shall execute the Renewal Franchise Agreement previously executed and submitted by Franchisee and shall, promptly after expiration of the Initial Term, deliver one fully executed copy of the Renewal Franchise Agreement to Franchisee.

Section 3.04 Fees Upon Renewal

If Franchisee enters into a Renewal Franchise Agreement, it shall pay iMC's then-current initial franchise fee unless the parties agree in writing to reduce such fee.

Section 3.05 Conditions Precedent to Renewal

Franchisee's right to enter into a Renewal Franchise Agreement is subject to the following conditions precedent:

A. At the conclusion of the Initial Term, Franchisee shall have substantially performed, including without limitation, satisfaction of all monetary obligations owed to iMC, its subsidiaries, affiliates and designees..

B. Franchisee shall not be in default of any provision of this Agreement or any other Agreement with iMC, its subsidiaries, affiliates, and designees.

C. Franchisee shall have executed a general release, satisfactory to iMC of any and all claims against iMC and its subsidiaries, affiliates, and designees and their respective officers, directors, shareholders, agents, contractors, and employees, in their corporate and individual capacities, arising out of or related to this Franchise Agreement or the relationship between the parties. No such document shall purport to release iMC from any future claims arising out of or related to the Renewal Franchise Agreement.

Section 3.06 Notice of Expiration

If applicable law requires that iMC give notice of expiration to Franchisee prior to the expiration of the Initial Term, iMC will provide such notice.

ARTICLE IV. PAYMENTS TO FRANCHISOR

In consideration of the execution of this Agreement by iMC and the services to be performed by iMC, Franchisee agrees to pay to iMC the following fees and charges:

Section 4.01 Initial Franchise Fee

An Initial Franchise Fee shall be set in accordance with the Teir assigned to the Franchised Channel and set forth in Attachment C (Rates and Charges). The franchise granted pursuant to this Agreement shall be a Teir _____. The Initial Franchise Fee is not refundable in whole or in part and shall be deemed fully earned when paid.

Section 4.02 Continuing Royalty

All revenues from the Franchise Business shall be collected by and payable to iMC. Within 30 days after the end of each month during the Term, iMC shall issue a Monthly Revenue Report reflecting all such revenues collected by iMC during the month just ending. Within fifteen days (15) after issuance of the Monthly Revenue Report, iMC shall pay Franchisee an amount equal to the Gross Revenues covered by such Monthly Revenue Report, minus (a) any unpaid service fees and other expenses due from Franchisee to iMC on or before the then-current month in accordance with this Agreement and (b) a Continuing Royalty payable to iMC equal to forty (40) percent of the Gross Revenues covered by such Monthly Revenue Report.

Section 4.03 Advertising Fee

In addition to all other fees, Franchisee shall pay to iMC an Advertising Fee (to be expended as provided below) in an amount equal to two (2%) percent of Franchisee's monthly Gross Revenues.

Section 4.04 Site Hosting Fees

In addition to all other fees, Franchisee shall pay to iMC a Hosting Fee (to be expended as provided below) in exchange for Hosting Services provided by iMC in accordance with the Operations Manual. The Hosting Fees are set forth in Attachment C (Prices and Charges).

Section 4.05 Reporting and Terms of Payment

Franchisee shall submit to iMC within 10 days after the end of each month, a statement signed by Franchisee, on a form prescribed by iMC, reporting all Gross Revenues for the previous month. With each such report, Franchisee shall pay to iMC the full amount of the Continuing Royalty and Advertising Fee due to iMC for the period covered by that report.

Section 4.06 Commencement of Payments

Except as otherwise expressly provided, all royalties and fees shall accrue commencing on the first day that the Franchised Channel receives any revenues or offers any products or services for sale.

Section 4.07 Application of Funds

If Franchisee is delinquent in the payment of any obligation to iMC, its subsidiaries, affiliates or designees, then iMC (or such subsidiaries, affiliates or designees) shall have the right to apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

ARTICLE V. OPTION FOR ADDITIONAL CHANNELS

iMC may, in its sole and exclusive discretion, offer to Franchisee an option to purchase one or more additional RateMyNetwork franchises within ____ days after such Channel is made available, for the then-current Initial Fee **[Note to iM: Will there be any discounts for existing Franchised Channel owners]**.

ARTICLE VI. PROPRIETARY MARKS

Section 6.01 Franchisee Has No Interest in Marks or Domain Names

A. Nothing in this Agreement shall be construed to give Franchisee any right, title or interest in or to any of the Proprietary marks except for a revocable privilege and license to display and use them during the term of and pursuant to the conditions contained in this Agreement. Franchisee expressly understands and agrees that he has not acquired and will not acquire any ownership interests, equitable rights, goodwill or other interests in any Mark or Domain Name by virtue of this Agreement, the relationship with iMC, or Franchisee's use of any of the Marks or Domain Names, and will not represent that it has.

B. Franchisee also understands and agrees that following the expiration or termination of this Franchise Agreement for whatever reason, it shall not attribute any monetary amount to any goodwill associated with Franchisee's uses of the Proprietary Marks or Domain Names, or in connection with Franchisee's operation of the Franchised Channel.

Section 6.02 Franchisor's Ownership of Proprietary Marks and Domain Names

Franchisee agrees that the Marks and Domain Names are the exclusive property of iMC and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof, and covenants that it will not contest iMC's ownership of the Marks or Domain Names or their validity. Franchisee will not do or permit any act or thing to be done in derogation of any of the rights of iMC in connection with the Marks or Domain Names, either during the term of this Agreement or thereafter.

Section 6.03 Use of Proprietary Marks or Domain Names

Franchisee shall use the Marks and Domain Names in such fashion and at such places as iMC designates in its Operations Manual. Except as expressly provided in the Operations Manual, Franchisee shall not display any signs or banners, or display any other trademarks, logotypes, symbols, domain names or service marks in, upon, or in connection with the Franchised Business without iMC's prior written approval.

Section 6.04 Nonuse of Trade Name

Franchisee shall not use Marks, Domain Names or iMC's trade name, or any words or symbols similar thereto, in Franchisee's trade and/or entity name. In particular, Franchisee shall not use the words "RateMy," "RateMyNetwork," "iMC," "iM," "infiniteMedium" or any variant thereof as part of any such name.

Section 6.05 Defense of Mark and Domain Names by Franchisor

If Franchisee learns of any claim, suit or demand against him on account of any alleged infringement, unfair competition, improper use of domains or similar matter relating to the Marks or Domain Names, Franchisee shall promptly notify iMC. iMC shall promptly take such action, if any, as it deems necessary to protect and defend Franchisee against any such claim and shall indemnify Franchisee against any loss, cost or expense incurred in connection therewith. Franchisee shall not settle or compromise any such claim without the prior written consent of iMC. iMC shall have the right to defend, compromise or settle any such claim at iMC's sole cost and expense, using attorneys of its own choosing, and Franchisee agrees to cooperate fully with iMC in connection with the defense of any such claim. Franchisee hereby irrevocably appoints iMC to defend or settle all of such claims, demands or suits. Franchisee may participate at his own expense in such defense or settlement, but iMC's decisions shall be final and binding upon Franchisee. Notwithstanding anything herein to the contrary, iMC shall have no obligation to defend or indemnify Franchisee if the claim, suit or demand against Franchisee arises out of or relates to Franchisee's negligence, wilful misconduct or use of the Marks or Domain Names in violation of the terms of this Agreement or iMC's instructions.

Section 6.06 Prosecution of Infringers and Cybersquaters

If Franchisee learns of any use of the Marks or Domain Names which Franchisee believes is unauthorized, Franchisee shall promptly notify iMC of the facts relating to such use. iMC shall, in its sole and exclusive discretion, determine whether or not it wishes to take any action against such third person. Franchisee shall have no right to make any demand against any such alleged infringer of iMC's Marks or to prosecute any claim of any kind or nature whatsoever against such alleged infringer of iMC's Proprietary Marks or cybersquater in connection with the Domain Names. iMC shall not be liable to Franchisee or any other person on account of its decision to take action or not take action with respect to such use.

Section 6.07 Discontinuance or Substitution of Marks or Domain Names

If iMC, in its sole discretion, decides to modify or discontinue use of any name or mark and/or to adopt or use one or more additional or substituted names or marks, then Franchisee shall promptly conform its use of iMC's names or mark as directed by iMC. The sole obligation of iMC in any such event shall be to reimburse the Franchisee for its documented costs of compliance (such as changing signs, letterhead, etc.), and Franchisee waives any other claim arising from or relating to any such change, modification or substitution of Marks or Domain Names.

Section 6.08 Use of Marks or Domain Names

A. Franchisee will use the Marks and Domain Names only in the manner directed from time to time by iMC. Franchisee is prohibited from using any Proprietary Mark, or any part thereof, with any prefix, suffix, or other modifying words, terms, designs or symbols except as permitted in writing by iMC. In addition, Franchisee may not use any Proprietary Mark in connection with the sale of any product or service not authorized in writing by iMC. Further, Franchisee shall use the Marks and Domain Names only for the operation of the Franchised Business. Any unauthorized use of the Marks or Domain Names shall constitute an infringement of iMC's rights and a material breach of this Agreement.

B. Franchisee shall not use the Marks or Domain Names in any way that will incur any obligation or indebtedness on behalf of iMC. Franchisee shall comply with iMC's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents designated by iMC or its counsel to obtain protection for the Marks or Domain Names or to maintain their continued validity and enforceability.

Section 6.09 Limited License Only; Rights Reserved

The right and license granted hereunder to Franchisee to utilize the Marks is limited and nonexclusive. As noted in Section 2.04 (Rights Reserved by Franchisor) above, iMC has and retains the rights, among others, to itself use the Marks or Domain Names in connection with offering or selling RateMyNetwork services and products; to grant other Proprietary Mark licenses; and, to develop and establish other systems using the same or similar Marks or Domain Names, or any other proprietary marks, and to grant licenses or franchises without obligation to Franchisee.

ARTICLE VII. CONFIDENTIAL OPERATING MANUAL

Section 7.01 Franchisee's Use of Operations Manual

In order to protect the reputation and goodwill of iMC, to maintain uniform standards of service and operation under Marks or Domain Names and RateMyNetwork System, to promote the goodwill of the system, and for the

mutual benefit of iMC and Franchisee, iMC shall lend to Franchisee one (1) copy of iMC's Confidential Operations Manual (the "Manual") upon the Franchisee's execution of this Agreement.

Section 7.02 Subject Matter of Manual

The subject matter of the Manual may include, but need not be limited to, standards, procedures, policies and specifications pertaining to the RateMyNetwork System and the operation of the Franchised Business. iMC may make additions to, deletions from or revisions of the Manual. Such additions, deletions and modifications shall become part of the Manual, and shall be binding upon Franchisee upon iMC's mailing of them to Franchisee. References in this Agreement to the "Operations Manual" or to the "Manual" shall include all such additions, deletions and modifications.

Section 7.03 Business To Conform to Manual

Franchisee shall conduct the operation of the Franchised Business in strict accordance with the operational systems, procedures, policies, methods and requirements contained in the Manual.

Section 7.04 Manual Is Property of Franchisor

The Manual, and information contained in it, shall at all times remain the property solely of iMC. Franchisee shall at all times treat the Manual and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee acknowledges that the Operations Manual is confidential and will not at any time contest the confidentiality of the information in it or iMC's sole ownership of it. Franchisee shall not at any time copy, duplicate, record or otherwise reproduce the Manual, in whole or in part, nor otherwise make it available to any unauthorized person. Upon the expiration or other termination for any reason of this Agreement, Franchisee shall return to iMC the Manual and all supplements to the Manual previously made available to the Franchisee.

Section 7.05 Keeping Manual Up-To-Date

Franchisee shall at all times insure that his copy of the Manual is current and up-to-date. In the event of any dispute as to the Franchisee's compliance with the provisions of the Manual, the master copy of the Manual maintained by iMC at iMC's home office shall be controlling.

ARTICLE VIII. CONFIDENTIAL INFORMATION

Section 8.01 Non-Disclosure Obligations

Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association, corporation or entity any information, knowledge or knowhow concerning the systems of operation, products, services, procedures,

policies, standards, criteria or customers of the RateMyNetwork System which iMC designates in this Agreement or elsewhere as confidential (Confidential Information). Franchisee shall divulge only such Confidential Information and only to such of his employees as must have access to it in order to participate in the operation of the Franchised Business, and Franchisee shall take such precautions as will insure that its employees retain such information in confidence, including the execution by each such employee of iMC's nondisclosure-noncompetition agreement at the earlier of the commencement of employment or the commencement of training. Such covenants shall be in a form prescribed by iMC and shall include, without limitation, specific identification of RateMyNetwork as a third-party beneficiary of such covenants with the independent right to enforce them. Franchisee shall submit copies of all such executed nondisclosure-noncompetition agreements to iMC within ten (10) days of their execution.

Section 8.02 Non-Disclosure Obligations

Confidential Information shall not include any information that: (a) was previously known to Franchisee free of any obligation to keep it confidential; (b) is or becomes publicly available by means other than unauthorized disclosure; (c) is developed by or on behalf of Franchisee independent of any Confidential Information furnished under this Agreement; or (d) is received from a third party whose disclosure does not violate any confidentiality obligation. Each party shall disseminate the other party's Confidential Information only to its Affiliates, employees, representatives, subcontractors, and advisors agreeing to be bound by the requirements of this Section, and only on a need-to-know basis. Franchisee shall use such Confidential Information only for the purpose of performing its obligations hereunder. To the extent Franchisee is required by applicable law, regulation, government agency or court order, subpoena, discovery request, or investigative demand to disclose the Confidential Information, such party shall use its reasonable efforts to minimize such disclosure, to obtain an assurance that the recipient shall accord confidential treatment to such Confidential Information, and (to the extent permitted by applicable law) to notify iMC contemporaneously of such disclosure. This Section shall survive for two (2) years after any termination or expiration of this Agreement, unless a longer period is required by applicable law.

ARTICLE IX. ADVERTISING

Section 9.01 Advertising Standards

A. Franchisee shall only use such advertising, identification and promotional materials and programs (including, but not limited to, printed and broadcast advertisements, stationery, business cards, press releases, signs, displays, leaflets, newspaper inserts, promotional mailouts and promotional literature) which have been furnished by iMC or been approved in advance by iMC in accordance with Section 9.04 (Submission of Proposed Local Advertisements, Identification and Promotional Materials). Neither the fact that RateMyNetwork

furnishes such material, nor the material itself, shall directly or indirectly require RateMyNetwork to pay for any such advertising, identification or promotion.

B. All advertising by Franchisee shall conform to such standards, specifications and requirements as iMC may specify from time to time in writing, in its Operations Manual or otherwise, and shall not in any way detract from, reflect unfavorably upon, or adversely affect the goodwill associated with the Marks or Domain Names, the RateMyNetwork System or products, or iMC.

Section 9.02 Administration of the RateMyNetwork Advertising Program

iMC or its designee shall administer an Advertising Fund as follows:

A. As provided in Section 4.03 (Advertising Fee) of this Agreement, Franchisee shall pay to iMC an Advertising Fee which, combined with contributions made by all other RateMyNetwork franchisees, shall be referred to herein as the RateMyNetwork Franchise Advertising Fund (the "Fund").

B. iMC shall have sole discretion over the creative concepts, materials and media used in such advertising programs, and the placement and allocation of advertising. Franchisee acknowledges that the Fund is intended to further general public recognition and acceptance of the Marks or Domain Names for the benefit of the RateMyNetwork System and that iMC and its designees undertake no obligation to make expenditures which are equivalent or proportionate to Franchisee's contributions, or to insure that any particular franchisee benefits directly or pro rata from the placement of advertising, or that any such advertising is placed in media serving the Franchised Channel.

C. The Fund may be used to meet any and all costs of employing advertising agencies and administering, directing, preparing, placing and paying for national, regional or local advertising. iMC need not maintain sum paid by franchisees to the Fund or income from the Fund in a separate account from the other funds of iMC. iMC may expend or allocate up to ten (10%) percent of the Fund on an annual basis for such reasonable administrative costs and overhead, if any, as iMC may incur in connection with the Fund. iMC shall, within one hundred twenty (120) days following the close of its fiscal year, prepare and distribute to all RateMyNetwork System franchisees an unaudited statement setting forth Advertising Fund income and expenses for the fiscal year just ended.

D. iMC shall use its best efforts to expend advertising funds contributed to the Fund during the fiscal year within which the contributions are made. If iMC expends less than the total amount of funds available in the Fund during any fiscal year, it may either expend such unused sum during the following fiscal year or, in its discretion elect to rebate all or a portion of such unused sum to franchisees on a pro rata basis. If iMC in any year expends an amount greater than the amount available in the Fund, iMC may be entitled to reimburse itself from the Fund during the next fiscal year for all such excess expenditures made during the preceding fiscal year.

E. iMC may, in its discretion, administer the Fund by disbursing funds to individual franchisees for advertising expenditures in their Franchised Channel.

Any such disbursement must be expended by such franchisees on such types of local advertising and media as iMC, in its sole and exclusive discretion, determines. All such rebate advertising expenditures must be documented to iMC in a monthly rebate advertising expenditure report form to be furnished by iMC in its Operations Manual.

F. Although the Fund is intended to be of perpetual duration, iMC maintains the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and promotional purposes.

Section 9.03 Franchisor-Owned Sites

No RateMyNetwork Web site which is owned and operated by iMC or any affiliate thereof is required to either participate in or contribute to the advertising fund.

Section 9.04 Submission of Proposed Local Advertisements, Identification and Promotional Materials

Except for suggested local advertising, identification and/or promotional materials furnished to Franchisee by iMC pursuant to this Agreement, Franchisee shall, prior to use or dissemination, submit to iMC for its approval all proposed materials advertizing the Site (whether electronic, print or broadcast), and all identification and promotional materials or programs (including, without limitation, stationery, business cards, signs, displays, press releases, leaflets and mailouts). Approval of such Site advertising, identification or promotional materials or programs shall not be unreasonably withheld by iMC.

Section 9.05 Site Advertising

A. Franchisee shall advertise the Franchised Business in accordance with the instructions and standards contained in the Operations Manual. Franchisee shall expend, on a monthly basis, for advertising and promotion amounts equal to _____.

B. Franchisee shall furnish iMC, within fifteen (15) days of the end of each month, on a form approved by iMC, an accurate account of all expenditures for such local advertising and promotion.

ARTICLE X. DUTIES OF FRANCHISOR

Section 10.01 Confidential Operations Manual

iMC shall lend and deliver to Franchisee one (1) copy of the Operations Manual and shall furnish Franchisee with updates and supplements to the Manual generally made available to iMC's other franchisees.

Section 10.02 Web Site Development Services

A. Initial Development

In accordance with the Production Schedule described below, iMC will develop and implement for Franchisee certain Web pages for the Site (each referred to as a "Web Page") that shall have the features, and meet the specifications agreed upon by the parties (the "Specifications"). The design of the Site shall substantially conform to the Web site that iMC provided to Franchisee as a prototype, except to the extent necessary to implement the Specifications. Franchisor will deliver to iMC an electronic version of any artwork or other materials ("Franchisor Materials"), if any, that it desires iM to reproduce electronically for inclusion on the Web Pages.

B. Production Schedule

iMC shall use its commercially reasonable efforts to complete development the Site in accordance with the applicable timeframes set forth in the Production Schedule, provided that iM's failure to meet such timeframes shall not constitute a breach of this Agreement. In any event, iM's obligation to comply with such timeframes is subject to timely performance by Franchisee and Franchisee's Agents of any of their obligations with respect to the development of the Deliverables. Notwithstanding the foregoing, each Party shall notify the other Party promptly after such Party learns of any factor, occurrence, or event that may reasonably be anticipated to lead to a material deviation from the Production Schedule. This notice shall include such Party's plan for mitigating the adverse effects of any such factor or event.

C. Right of Artistic and Editorial Control

iMC shall have the right to review and approve all artistic and editorial aspects of the Deliverables designed to be seen by Users, including, without limitation, the implementation of the Site Content (excluding member submissions) designed to be seen by Users and the design, look, and feel of any page of the Site designed to be seen by Users.

D. Changes to the Site

During the Term, Franchisee may request in writing from iM, or iMC may suggest, changes or modifications to any Web Page (a "Change Request"). iMC may, in its discretion, reject any such Change Request by notifying the Franchisee of such rejection, which notice shall describe any grounds for the rejection of the Change Request. If iMC elects to respond to a Change Request, iMC shall provide Franchisee with an impact report proposal ("Proposed Impact Report") containing (i) a description of any changes in the Site that iMC anticipates performing in connection with such Change Request; (ii) an estimated schedule for commencing and completing such work; and (iii) the impact to Franchisee's obligation to pay iMC for Services rendered in connection with such Change Request, which shall reflect any additional services to be provided at the Rates set forth herein and any expenses to be incurred. Franchisee shall promptly review the Proposed Impact Report and shall, within five (5) days after receipt from iMC, either (a) reject the Proposed Impact Report, (b) approve the Proposed Impact Report or (c) notify iMC of any item(s) set forth in the Proposed Impact Report of which Franchisee disapproves. In the event that Franchisee

notifies iMC of any item set forth in the Proposed Impact Report of which Franchisee disapproves, the Parties shall promptly meet to discuss Franchisee's reasons for such disapproval and determine the resolution of such concerns. If a resolution is agreed upon by the Parties, iMC shall revise such Proposed Impact Report to reflect such resolution and submit the revised Proposed Impact Report to Franchisee for its approval. A Proposed Impact Report shall become an "Impact Report" when the Parties have agreed upon the content of the Proposed Impact Report and each of them has executed a copy of the Proposed Impact Report. iMC shall not be liable for any delays resulting from Franchisee's rejection of, or delay in approving or rejecting, a Proposed Impact Report in accordance with the foregoing.

Section 10.03 Web Hosting and Maintenance Services

iMC agrees to maintain the Site on its server. iMC agrees to make maintenance modifications to the Site from time to time to the extent necessary for the site to operate in manner consistent with other Web sites in the RateMyNetwork System. As part of this service, iMC agrees to make Franchisee's Web Site available to Internet users approximately twenty-four (24) hours each day of the week and during every week of the year.

Section 10.04 Method of Operations

In addition to any other training provided for herein, iMC shall from time to time furnish to Franchisee such information, instructions, techniques, data, instructional materials, forms and other operational developments pertaining to the operation of the Site or the RateMyNetwork System, as may be developed by iMC from time to time.

Section 10.05 Guidance by Franchisee

iMC shall provide advisory assistance and training as iMC deems advisable in the operation of the Franchised Business, on such terms and conditions as iMC determines and sets forth in its Operations Manual. iMC may, if in its sole and exclusive discretion it determines to do so, cause its representatives to telephone, email or personally visit Franchisee from time to time for the purpose of rendering advice and consultation with respect to the operation of Franchisee's Franchised Business, and the performance and compliance by Franchisee with the Operations Manual.

Section 10.06 Bookkeeping

iMC shall furnish to Franchisee, as part of the Operations Manual, standard bookkeeping procedures and reporting forms that are required to be used by Franchisee.

Section 10.07 Promotional Materials

iMC shall furnish to Franchisee advice and materials to be used as part of Franchisee's publicity campaign, which shall be conducted by Franchisee at its sole cost and expense.

Section 10.08 Grand Opening Assistance

For three days during the first month of operation of the franchised unit, a representative of iMC will provide the Franchisee, at iMC's sole cost and expense, advice and consultation with respect to the Franchised Business, its operation and performance, and compliance by Franchisee with the Operations Manual.

Section 10.09 Third-Party Suppliers and Vendors

A. Except for Franchisee's Internet access provider, Franchisee agrees to purchase all equipment and services required for the operation of the Franchised Business only from providers designated or approved in writing by iMC. iMC expressly reserves the right to test, analyze, inspect Franchisee's Internet connection, Web browser and other software used in connection with the Site.

B. iMC may modify the specifications from time to time in its sole and exclusive discretion.

Section 10.10 Continuing Training

Franchisee shall attend such continuing education and training program as iMC notifies Franchisee are part of its continuing training program, and Franchisee shall attend and participate in such programs at his expense.

Section 10.11 Unavoidable Delays

Delays in the performance of any duties hereunder which are not the fault nor within the reasonable control of iMC, including but not limited to, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders or other matters beyond iMC's control, shall not give rise to a default by iMC hereunder. Rather, Franchisee shall extend the time of performance for the period of such delay or for such other reasonable period of time as Franchisee shall agree to in writing.

ARTICLE XI. DUTIES OF FRANCHISEE

Section 11.01 Additional Payments to Franchisor

In addition to all other payments provided for herein, Franchisee shall pay to iMC (or its subsidiary, affiliate or designee, if any) promptly when due:

A. The amount of all sales taxes, use taxes, personal property taxes, and similar taxes imposed upon, required to be collected or paid by iMC on account of goods or services furnished by iMC to Franchisee through sale, lease or

otherwise or on account of royalties or initial franchisee fees collected by iMC from Franchisee.

B. All amounts advanced by iMC or which iMC has paid, or for which iMC has become obligated to pay, on behalf of Franchisee for any reason whatsoever.

C. All amounts due to iMC, or its subsidiary, affiliate or designee (if any), for products or services purchased (or required to be purchased pursuant to this Agreement) by Franchisee from iMC (or its subsidiary, affiliate or designee, if any).

D. All amounts due amounts due to suppliers of goods or services to Franchisee in connection with the Franchised Business.

Section 11.02 Purchase of Equipment, Software and Services

All equipment, software, Internet acces, and other materials required for the operation of the Franchised Business must be purchased by Franchisee only from providers designated or approved in writing by iMC, as set forth in Section 10.08 (Grand Opening Assistance).

Section 11.03 Compliance With Laws, Rules and Regulations

Franchisee shall operate the Franchised Business in strict compliance with all applicable laws, rules and regulations of all governmental authorities; shall comply with all applicable wage, hour and other laws and regulations of federal, state or local governments; shall prepare and file all necessary tax returns and shall pay all taxes imposed upon Franchisee, Franchisee's business, and Franchisee's property; and, shall obtain and keep in good standing all necessary licenses, permits or other required forms of governmental approval required of Franchisee to offer and sell those products and services which are part of the RateMyNetwork System or which may, in the future, be made a part of that System.

Section 11.04 Franchisee Participation in Operation of Business

A. Franchisee is required to operate personally and directly, or exercise daily supervision over the operation of, the Franchised Business, unless otherwise permitted in writing by iMC.

B. If Franchisee is a corporation, the chief executive officer or any shareholder owning at least twenty (20%) percent of the issued and outstanding shares of the corporation, may fulfill this requirement, provided that Franchisee notifies iMC in writing of the identity of such individual(s).

Section 11.05 Qualifications of Franchisee's Employees

Franchisee is required to comply with all specifications, requirements and restrictions regarding the selection, hiring and training of Franchisee's employees as are set forth in the Operations Manual.

Section 11.06 Indemnification

Franchisee hereby agrees to protect, defend and indemnify iMC, its subsidiaries, affiliates, officers, directors, principals and designees, and hold them harmless from and against any and all costs, expenses (including attorneys' fees), court costs, losses, liabilities, damages, claims, and demand of every kind or nature, arising from or related to Franchisee's operation of the Franchised Business or the Site, or any intellectual property claim arising from or related to Franchisee Material.

Section 11.07 Manner of Operation

A. Franchisee understands and hereby acknowledges that every component of the RateMyNetwork System is vital to iMC, to other RateMyNetwork franchisees and to the operation of the business franchised hereby, and that compliance with the RateMyNetwork System is of the essence of this Agreement. Franchisee shall at all times conduct the Franchised Business in compliance with the RateMyNetwork System, including all standards, procedures and policies as iMC may, from time to time, establish as though all were specifically set forth in this Agreement, and whether set forth in the Operations Manual, bulletins, notices, or elsewhere.

B. Franchisee shall operate its RateMyNetwork Franchised Business in a manner that complies strictly with all recommendations and standards of quality, user support, and content as prescribed in writing from time to time by iMC. Franchisee shall not use any Internet access service, network security, software (including Web browsers) and products that iMC designates from time to time to be incompatible with the RateMyNetwork System.

Section 11.08 Managing Submissions

Without limiting the foregoing, Franchisee shall be responsible for rejecting submissions of content made by members that fail to conform with the Site Standards set forth in Attachment B (Franchised Channel Description).

Section 11.09 Site Attraction Plan

Franchisee shall deliver to iMC a Site Attraction Plan in accordance with the Production Schedule. The Site Attraction Plan shall include specific recommendations and plans to increase the Web presence of the Site and promote visits by end users. All actions taken by Franchisee pursuant to the Site Attraction Plan shall be subject to iMC's prior written consent as to content and context. Franchisee shall not itself use, nor shall it authorize any third party to use, iMC's name or Marks in any manner inconsistent with this Agreement. Upon approval of the Site Attraction Plan, Franchisee shall implement the such plan.

Section 11.10 Hours of Operation

Franchisee's shall perform its Site responsibilities 365x24x7 basis, except to the extent set forth in the Operations Manual to the contrary or prohibited by local laws, ordinance, court order, regulations, an Outage caused by iMC or its subcontractors.

Section 11.11 Corporate and Partnership Franchisee Records

A. If Franchisee is a corporation, Franchisee shall comply with the following requirements through the term of Agreement:

- (1) Franchisee shall furnish iMC with its Articles of Incorporation; Bylaws; other governing documents as amended from time to time; a list of all officers and directors; and any other documents iMC may reasonably request, and any amendments thereto.
- (2) Franchisee shall limit its activities, and its governing documents, if any, must at all times provide that its activities are confined exclusively to the operation of the Franchised Business.
- (3) Franchisee shall maintain stop transfer instructions against the transfer on its records of any equity securities; and shall issue no securities upon the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with infiniteMedium, Inc., dated_____. Reference is made to the provisions of that Franchise Agreement and to the Articles and Bylaws of this Corporation."

- (4) Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock of the Franchisee, and shall furnish the list to iMC upon request.

B. A Franchisee which is a partnership shall comply with the following requirements throughout the term of the Franchise Agreement:

- (1) Franchisee must furnish to iMC a copy of its partnership agreement, as well as such other documents as iMC may reasonably request, and any amendments thereto.
- (2) Franchisee must prepare and furnish to iMC, upon request, a list of all general and limited partners in the Franchisee.

C. Franchisee shall promptly notify iMC of any change in any of the information or document called for herein.

Section 11.12 Inspection of Franchisee's Facilities

iMC, or any of its authorized agents or representatives, may enter upon the Franchised Business location during normal business hours for the purpose of examining and inspecting it and the Franchisee's operations.

Section 11.13 Submission of Nonfinancial Reports

Franchisee shall complete and submit to iMC such weekly, monthly, semi-annual or other periodic reports regarding the activity of the Franchise Business in accordance with the Operations Manual.

Section 11.14 Insurance

To standardize insurance coverage and to afford Franchisee and iMC protection against insurable risks, iMC may prescribe minimum standards and limits for insurance coverage to be purchased by Franchisee. Such standards and limits may be set forth in the Operations Manual or by other written notice. Franchisee shall promptly provide iMC with certificates of insurance evidencing such coverage no later than ten (10) days prior to the date the Franchised Business will be open for business to the public. If Franchisee fails or refuses to purchase insurance conforming to the standards and limits prescribed by iMC, iMC may (but is not required to) obtain, through agents and insurance companies of its own choosing, such insurance as meets such standards. Payments for such insurance shall be borne by Franchisee. However, iMC shall be under no obligation to obtain or maintain any specific form, kind or amount of insurance, or as an undertaking or representation by iMC that such insurance as may be obtained by Franchisee, or by iMC for Franchisee, will insure Franchisee against any or all insurable risks of loss which may or can arise out of or in connection with the operation of Franchisee's Franchised Business.

All insurance purchased by Franchisee shall name iMC as an additional insured, and shall provide that iMC shall be given at least ten (10) days prior written notice of any termination, amendment, cancellation, or modification thereof.

Section 11.15 Cooperation With Franchisor

Franchisee shall act in good faith and use its best efforts to comply with its obligations under this Agreement, and to cooperate with iMC in accomplishing the purposes of this Agreement.

Section 11.16 Best Efforts

Franchisee shall expend his best efforts in the operation of the Franchised Business, and shall not engage in any directly or indirectly conflicting or competing enterprises or any other activities which would be detrimental or interfere with the operation, reputation or goodwill of the Franchised Business, iMC or its Affiliates, the RateMyNetwork System or any other RateMyNetwork franchise.

ARTICLE XII. RECORDS, AUDITS AND REPORTING REQUIREMENTS

Section 12.01 Financial Statements

A. Annual Accounting by Franchisee

Within sixty (60) days after the expiration of each fiscal year of Franchisee, Franchisee shall furnish to iMC, in a form approved by iMC, a statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, certified to be true and correct by Franchisee.

B. Monthly Reporting by Franchisor

Within fifteen (15) days after the expiration of each calendar month of the Term, Franchisor shall furnish to Franchisee, in a form approved by iMC, a statement of earnings attributable to the Franchise Business ("Monthly Earnings Report"), certified to be true and correct by Franchisee.

Section 12.02 Records

Franchisee and Franchisor shall record and maintain records of revenues associated with the Franchise Business as set forth in the Operation Manual unless an alternative record retention policy is agreed in writing by the parties.

ARTICLE XIII. RELATIONSHIP OF THE PARTIES

In all matters pertaining to the operation of the Franchised Business, Franchisee is and shall be an independent contractor. Nothing contained in this Franchise Agreement or in the relationship between the parties shall be construed to create a partnership, joint venture or agency; and, neither party shall be liable for the debts or obligations of the other. No employee of Franchisee shall be deemed to be an employee of iMC. iMC shall not have the right or power to hire or fire Franchisee's employees and, except as herein expressly provided, iMC may not control or have access to or control over Franchisee's funds.

ARTICLE XIV. ASSIGNMENT AND RIGHT OF FIRST REFUSAL

Section 14.01 Assignment by Franchisor

iMC may assign this Agreement, and all of its rights and privileges hereunder to any other person, firm or corporation; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of iMC: (1) the assignee shall, at the time of such assignment, in iMC's reasonable judgment, be economically capable of performing the obligations of iMC hereunder, and (2) the assignee shall expressly assume and agree to perform such obligations.

Section 14.02 Assignment by Franchisee

A. Franchisee acknowledges that iMC is entering into this Agreement in reliance upon and in consideration of the singular personal skill and qualifications of the Franchisee and the trust and confidence reposed in Franchisee by iMC or, in the case of a corporate franchisee, its principal shareholders, directors and officers. Therefore, neither Franchisee's interest in this Franchise Agreement nor any of his rights or privileges hereunder, nor the Franchised Business or any interest therein, may be assigned, transferred, shared or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of iMC or without first complying with iMC's right of first refusal. Any actual or attempted assignment, transfer or sale of this Agreement made or accomplished in violation of the terms of this Article XIV (Assignment and Right of First Refusal) shall be null and void, and shall constitute an incurable breach of this Agreement by Franchisee, and this Agreement shall automatically terminate without further notice. If iMC does not elect to exercise its right of first refusal, iMC's consent to such assignment shall not be unreasonably withheld, provided that:

- (1) The assignee (or the principal officers, shareholders or directors of the assignee of a corporate assignee) demonstrates that he has the skills, qualifications and economic resources necessary, in iMC's judgment, reasonably exercised, to conduct the business contemplated by this Franchise Agreement, and to fulfill his obligations to the assignor and to iMC.
- (2) The assignee, in the case of an assignment of this Franchise Agreement, expressly assumes in writing for the benefit of iMC all of the obligations of Franchisee under this Franchise Agreement.
- (3) As of the date of any assignment, the assignor shall have fully complied with all of his obligations to iMC, whether under this Franchise Agreement or any other agreement, arrangement or understanding with iMC.
- (4) In the event of an assignment of this Franchise Agreement, or the sale of the Franchised Business, the assignee shall execute a separate Franchise Agreement in the form and on the terms and conditions then being offered by iMC to prospective Franchisees similarly situated (except that the assignee shall not be obligated to pay another Initial Franchise Fee). The term of the separate Franchise Agreement shall expire on the date of the expiration of this Franchise Agreement. The execution of the new Franchise Agreement shall, except for the postterm obligations of Franchisee hereunder, be deemed to terminate this Agreement.
- (5) Franchisee shall pay iMC a transfer fee equal to twenty-five (25%) percent of the Initial Franchise Fee paid to acquire the franchise hereunder, which sum Franchisee acknowledges is reasonably required to reimburse iMC for its expenses relating to said assignment.

(6) The assignee shall have satisfactorily paid for and completed the training then required of all new franchisees of iMC, unless such training is waived by iMC, in writing, by reason of said assignee's prior experience or training.

(7) The transferor or assignee shall furnish to iMC, prior to execution a copy of the contract conveying the franchise to assignee, and iMC has, in its reasonable judgment, within 10 days after such contract is furnished to it, not objected to such contract.

(8) The assignor shall have executed a general release under seal in a form satisfactory to iMC of any and all claims against iMC and its officers, directors, shareholders, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances.

B. The transfer in the aggregate of more than fifty (50%) percent of the capital stock or voting power of any corporate Franchisee or of more than fifty (50%) percent interest in a Franchisee that does business as a general partnership franchisee, or of more than fifty (50%) percent of a general partner's interest in a Franchisee that does business as a limited partnership, as such franchisees were originally constituted at the time of the execution of this Agreement, shall be deemed to be an assignment of this Franchise Agreement within the meaning of this Article XIV (Assignment and Right of First Refusal). The transfer of the Franchisee's interest to his heirs, personal representatives or conservators, as applicable, in the event of the death or legal incapacity of the Franchisee shall not constitute an assignment requiring iMC's consent, as set forth here, and therefore does not give rise to iMC's right of first refusal, provided that the heirs, personal representatives or conservators, as applicable, meet iMC's standards for new franchisees, agree to be bound by the terms and conditions of the Franchise Agreement then in effect between iMC and Franchisee, and execute in writing a consent to be so bound, and provided further that within ninety (90) days after the death of the Franchisee (or the death of a principal shareholder of Franchisee, if Franchisee is a corporation) a person designated by Franchisee's heirs, legatees, personal representative or conservator, as applicable, shall have satisfactorily completed iMC's then current training requirements.

Section 14.03 Transfer to Franchisee's Corporation

If an individual Franchisee desires to assign this Agreement to a corporation formed or controlled by Franchisee, Franchisee shall obtain the prior written consent of iMC, which consent shall be withheld unless:

A. Franchisee is, and covenants to remain the owner of all the voting stock of the corporation and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation as he had in Franchisee prior to the transfer;

B. The proposed transferee shall furnish all corporate documents required by this Agreement to iMC prior to the transfer; and

D. Franchisee shall pay to iMC a one thousand (\$1,000.00) dollar corporate transfer fee.

Section 14.04 Right of First Refusal

The right of Franchisee to assign, transfer or sell its interest in this Franchise Agreement (voluntarily or by operation of law) or the sale of the Franchised Business, shall be subject to iMC's right of first refusal except with respect to transfers or assignments upon Franchisee's death or to a corporation owned or controlled by Franchisee. iMC's right of first refusal shall be exercised in the following manner:

A. Franchisee shall deliver to iMC a written notice setting forth all of the terms and conditions of the proposed assignment or sale and all available information concerning the proposed assignee.

B. Within thirty (30) days after iMC's receipt of such notice (or if it shall request additional information, within thirty (30) days after receipt of such additional information), iMC may either consent or withhold its consent to such assignment, in accordance with this Article, or at its option, accept the assignment to itself or to its nominee, upon the terms and conditions specified in the notice.

C. If iMC elects not to exercise its right of first refusal and consents to the assignment, Franchisee shall, subject to the provisions of this Article, be free to assign this Franchise Agreement or the Franchised Business to such proposed assignee on the terms and conditions specified in said notice. If, however, said terms shall be materially changed, such changed terms shall be deemed a new proposal and iMC shall have such right of first refusal with respect thereto.

Section 14.05 No Encumbrance

Franchisee shall not have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of iMC, which permission may be withheld for any reason whatsoever in iMC's sole subjective judgment.

Section 14.06 Corporate or Partnership Franchisee

A. If Franchisee is a partnership, the name and address of each partner shall be set forth in Attachment E (Franchisee Principals)

B. If Franchisee is a corporation, the name and address of each director of Franchisee shall be set forth in Attachment E (Franchisee Principals):

C. The address where Franchisee's records are maintained is as follows:

D. Franchisee shall notify iMC in writing within ten (10) days of any change in the information set forth in subparagraphs (A) through (C) above.

ARTICLE XV. DEFAULT AND TERMINATION

Section 15.01 Termination Upon Notice

A. iMC may terminate this Agreement upon thirty (30) days advance written notice for "good cause." "Good cause" is hereby defined as failure by Franchisee substantially to comply with the requirements of this Agreement (a "default").

B Without limiting Section 15.01(A), if Franchisee fails to perform any of its obligations set forth in Article XII (Records, Audits and Reporting Requirements), such failure shall constitute a Default, in which event iMC shall notify Franchisee of such Default. If Franchisee cures such default within thirty (30) days after receiving iMC's notice, which time shall be of the essence to this Agreement, such default shall be deemed cured. If Franchisee fails to cure such default within the thirty (30) day period, then in that event this Agreement shall be deemed terminated without any further notice. In the event a second Default occurs within any twelve (12) month period, notwithstanding that a prior default may have been cured, this Agreement may be terminated immediately by iMC upon giving notice to Franchisee. Notwithstanding any other provision of this Agreement, if Franchisee's Default is by its nature incapable of being cured, this Agreement may be terminated by iMC immediately.

C. Since Franchisee's failure to comply with its obligations will cause iMC to suffer losses and damages in an amount which are not readily capable of determination, iMC shall be entitled to retain the Initial Franchisee Fee and all other deposits and all other monies theretofore received from or because of Franchisee (including all Gross Revenues) as liquidated damages. iMC does not, however, waive any legal or equitable rights or remedies which iMC may assert upon such termination of Franchisee.

D. Franchisee understands and agrees that the occurrence of any of the following events, without limitation, shall be deemed to constitute a Default.

(1) Franchisee, the Franchised Business, or the business to which the franchise relates is declared bankrupt or judicially determined to be insolvent; or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; or Franchisee admits his or its inability to pay his or its debts as they become due; or a petition in bankruptcy is filed against Franchisee which is not immediately contested or which is not dismissed within one hundred twenty (120) days from its filing.

(2) The iMC and Franchisee agree in writing to terminate the Franchise Agreement.

(3) The Franchisee makes any material misrepresentation relating to the acquisition of the Franchised Business or engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Business or RateMyNetwork services and products.

(4) The Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchised Business.

(5) The Franchisee (or a partner, shareholder, officer, director or key employee) is convicted of or pleads nolo contendere to a felony or any other criminal misconduct which is likely to adversely affect the reputation of Franchisee, iMC or the RateMyNetwork System.

(6) The failure, refusal or neglect of Franchisee to pay when due any fee, charge, payment, advertising contribution, or any other monies owing to iMC or its subsidiaries or affiliates, or the making of any false statement in connection therewith.

(7) The failure of Franchisee to maintain and operate the Franchised Business in accordance with the specifications, standards, and policies prescribed by iMC in the Franchise Agreement, Manual, or otherwise in writing.

(8) The failure, refusal, or neglect by Franchisee to obtain iMC's prior written approval where such approval is required by the Franchise Agreement.

(9) The misuse or unauthorized use of iMC's Marks or Domain Names or the material impairment of the goodwill associated with them or iMC's rights in them.

(10) The participation of Franchisee in any business, or the marketing by Franchisee of any service or product, under a name or mark which, in iMC's opinion, is confusingly similar to iMC's marks.

(11) The unauthorized utilization or duplication of any aspect of iMC's business, services or products.

(12) The license, assignment, or transfer of any interest in the Franchise Agreement, the Franchised Business, or Franchisee in violation of the provisions of the Franchise Agreement.

(13) Any attempt by Franchisee to solicit for sale, sell or assign a franchise of the RateMyNetwork or subfranchise of the Franchised Business;

(14) The violation by Franchisee of its covenant not to compete set forth in Section 18.01 (Scope of Non-Compete Limitations) of this Agreement.

(15) Franchisee's violation of those requirements, duties and restrictions pertaining to the Marks or Domain Names set forth in Article VI of this Agreement.

E. The description of any Default in any notice served by iMC upon Franchisee shall in no way preclude iMC from specifying additional or supplemental Defaults in any action, arbitration, hearing or suit relating to this Agreement or its termination.

Section 15.02 Termination Without Notice

Notwithstanding Section 15.01, this Agreement shall automatically terminate without notice if Franchisee, under the following circumstances:

- (1) Franchisee or the business to which the franchise relates is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or Franchisee admits his inability to pay his debts as they come due;
- (2) Franchisee abandons the franchise by failing to operate the Site for five consecutive days during which Franchisee, or any shorter period after which it is not unreasonable under the facts and circumstances for iMC to conclude that Franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond Franchisee's control;
- (3) iMC and Franchisee agree in writing to terminate the franchise;
- (4) Franchisee makes any material misrepresentations relating to the acquisition of the Franchised Business;
- (5) The Franchisee, after curing any failure to comply with any lawful requirement of the Franchise Agreement, engages in the same noncompliance, whether or not such noncompliance is corrected after notice.
- (6) The Site is shut down or is otherwise enjoined;
- (7) Franchisor makes a reasonable determination that continued operation of the franchise by Franchisee will result in an imminent danger to public health or safety.

Section 15.03 Cross Default

Any default by Franchisee under any other agreement between iMC and Franchisee shall be deemed a default under this agreement, and any default by Franchisee of this Agreement shall be deemed a default under any and all other agreements between iMC and Franchisee.

Section 15.04 Notice Required by Law

Notwithstanding anything to the contrary contained in this Article 16, if applicable law or regulation limits iMC's rights of rescission or *termination* or requires longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws and regulations. iMC shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the rescission or termination thereof.

ARTICLE XVI. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

Section 16.01 Discontinuance of Franchisor's Marks

Upon termination of this Agreement for any reason, Franchisee shall forthwith discontinue the use of the Marks and Domain Names or any part of them, including, but not limited to the words "RateMy" and/or "RateMy[---]" and shall not thereafter operate or do business under any name or in any manner that might tend to give the general public the impression that it is operating a RateMyNetwork facility, or any business similar thereto, and Franchisee shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of iMC's trade secrets, procedures, techniques, confidential information or materials acquired by Franchisee by virtue of the relationship established by this Franchise Agreement, including, without limitation, the information contained in iMC's Operations Manual, forms, advertising matter, marks, devices, signs, insignia, slogans and designs used from time to time in connection with the Franchised Business; and any telephone number listed in any telephone directory under the name "RateMy," or any similar designation or directory listing which relates to the Franchised Business.

Section 16.02 Execution of Documents

iMC may, if Franchisee fails or refuses to do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary to cause discontinuance of Franchisee's use of the name "RateMy" or any other related name use hereunder, and iMC is hereby irrevocably appointed by Franchisee as Franchisee's attorney-in-fact to do so.

Section 16.03 Franchisor's Rights Not Prejudiced

The expiration or termination of this Agreement shall be without prejudice to iMC's rights against Franchisee and expiration or termination shall not relieve Franchisee of any of his obligations to iMC existing at the time of expiration or termination nor will it terminate those obligations of Franchisee which by their nature survive the expiration or termination of this Franchise Agreement.

Section 16.04 Franchisee's Cancellation of Names Incorporating Marks

Upon termination or expiration of this, Agreement, Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any name or mark identical, or confusingly similar with, "RateMyNetwork" or any other name, trademark or service mark of iMC, and Franchisee shall furnish iMC with proof of discharge of this obligation within thirty (30) days following the termination or expiration of this Agreement.

Section 16.05 Franchisee's Cancellation of Telephone Listings and Numbers

Franchisee shall cease and desist from using telephone number(s) listed in the "Yellow Pages" or "White Pages" of the telephone directory under the name "RateMyNetwork," or any other name confusingly similar to it, or upon demand of iMC, shall direct the telephone company servicing the Franchised Business to transfer that telephone number(s) to iMC or to such person and at such location as iMC directs.

Section 16.06 Payment of Sums Due

Franchisee shall promptly pay all sums owing to iMC (and its subsidiaries, affiliates or designees, if any). In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses (including reasonable attorney's fees) incurred by iMC as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of iMC against any and all of the personal property, furnishings, equipment, signs, inventory, fixtures or other assets owned by Franchisee at the time of default.

Section 16.07 Compliance With Covenants

Franchisee shall strictly comply with the post term covenant not to compete set forth in Article 18.

Section 16.08 Franchisor's Option To Purchase Franchisee's Business

A. Upon the expiration of this Agreement for any reason, iMC shall have the option (but not the obligation) for a period of sixty (60) days to purchase for itself or its designees all or any part of Franchisee's right, title and interest in Franchisee's business (including, without limitation, all vans, equipment, inventory, supplies and improvements) for a sum equal to the lesser of: (1) the depreciated book value of the tangible assets of, or (2) the fair market value of such tangible assets. There shall be deducted from such purchase price the amount of any indebtedness or obligation owing from Franchisee to iMC, its affiliates, subsidiaries and designees.

B. If the parties cannot agree on either net book value or fair market value within a reasonable time, an independent appraiser shall be designated by iMC, and his determination shall be binding. The cost of the appraiser shall be borne by Franchisee.

C. In the event iMC does not elect to exercise the aforesaid option to purchase, Franchisee shall immediately destroy any and all materials not otherwise required to be returned in accordance with the terms of this Agreement which bear any of the Marks or Domain Names.

ARTICLE XVII. INTELLECTUAL PROPERTY

Section 17.01 Ownership by iMC of Web Pages and the Site

With the sole exception of any pre-existing third-party software incorporated into the Web Pages pursuant to a license duly acquired by iMC for the benefit of Franchisee ("Pre-Existing Works"), the Site and all elements thereof and pertaining thereto, including, but not limited to, the basic literary, dramatic, musical, pictorial, graphic, motion picture, animation, trademark descriptions and other material, script, film prints, audi, video, software and all other elements contained therein (all of these properties collectively referred to as the "Elements") shall be original works created by iMC and its employees and consultants, and the copyrights and patents thereto will be held exclusively by iMC. iMC shall exclusively own all United States and international copyrights and all other intellectual property rights in the Elements.

iMC shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Elements and any portions thereof.

Section 17.02 Grant of License

iMC hereby grants to Franchisee a nontransferable, non-exclusive, revokable, limited, world-wide license to use the Web Pages furnished to Franchisee by iMC. In addition, iMC grants to Franchisee, and Franchisee accepts, a nonexclusive, world-wide, and revocable license to use and display the Marks to the extent (and only to the extent) necessary to conduct the Franchised Business described Article II (Scope of Franchise). The license granted hereunder shall authorize Franchisee, inter alia, to access and use the Site and Site Software to the extent (but only to the extent) necessary to perform Franchisee's affirmative obligations set forth herein.

Section 17.03 Copyright Notice

iMC will affix the following copyright notice to the Web Page Tapes and all accompanying documentation: "Copyright 200_ iM Connected LLC." This notice will be on all tangible versions of the Web Page, and will also be programmed into all Web Pages.

ARTICLE XVIII. COVENANTS NOT TO COMPETE

Section 18.01 Scope of Non-Compete Limitations

A. Franchisee agrees that during the term of this Agreement and for a period of two (2) years immediately following its expiration or termination for any reason, Franchisee will not, either directly or indirectly, as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, franchisor, franchisee or consultant engage in any other business which offers or sells any product or service (or component thereof) which comprises or may in the future comprise a part of the RateMyNetwork System or which competes directly or

indirectly with the RateMyNetwork System, if such other business is located within Franchisee's Site, or within ten (10) miles of any RateMyNetwork facility (whether iMC-owned, franchised or otherwise established, and whether now or hereafter established and operated). Further, if Franchisee is a corporation, Franchisee shall cause its shareholders, directors, officers, and employees to refrain from such activities in any manner which iMC may reasonably request (including, without limitation, execution of a shareholder's agreement and employees' noncompetition agreement in form satisfactory to iMC). Nothing in this agreement shall prevent Franchisee or its shareholders, directors, officers (if a corporation) or employees from owning for investment purposes up to an aggregate of five (5%) percent of the capital stock of any competitive business that is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), provided that Franchisee does not control any such company.

B. If all or any portion of the covenant not to compete set forth in this Section 18.01 is held unreasonable, void, or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which iMC is a party, the court or agency shall be empowered to revise and/or construe said covenant so as to fall within permissible legal limits and shall not by necessity invalidate the entire covenant. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this Section 18.01 as if the resulting covenant were separately stated in and made a part hereof.

Section 18.02 Enforcement of Covenants Not To Compete

Franchisee acknowledges that his violation of the terms of the covenants not to compete in this Agreement would result in immediate and irreparable injury to iMC for which no adequate remedy at law may be available. Accordingly, Franchisee hereby consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of those covenants not to compete set forth in Section 18.01 (Scope of Non-Compete Limitations). Further, Franchisee expressly agrees that the existence of any claims it may have against iMC, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by iMC of the covenants not to compete set forth in Section 18.01 (In Term and Post-Term Covenant Not To Compete). Franchisee further agrees to pay all costs and expenses (including reasonable attorney's fees) incurred by iMC in connection with the enforcement of those covenants not to compete set forth in Section 18.01 (Scope of Non-Compete Limitations).

Section 18.03 Procurement of Additional Covenants

At iMC's request, Franchisee shall require and obtain the execution of covenants not to compete in a form satisfactory to iMC from any or all of the following persons: (i) all managers of Franchisee, and any personnel employed by Franchisee who have received or will receive training from iMC; (ii) all officers, directors and holders of a beneficial interest of five (5%) percent or more of the

securities of Franchisee and of any corporation directly or indirectly controlling Franchisee, if Franchisee is a corporation; (iii) the general partners and any limited partners (including any corporation which controls, directly or indirectly, any general or limited partner, along with the officers, directors and holders of a beneficial interest of five (5%) percent or more of the securities of any such corporation), if Franchisee is a partnership; and (iv) all of those persons enumerated in the covenants not to compete set forth in Section 18.01 (Scope of Non-Compete Limitations) of this Agreement as intended to be embraced thereby.

ARTICLE XIX. MISCELLANEOUS

Section 19.01 Waiver and Delay

No waiver or delay in enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach or delay in enforcement, or any other term, covenants or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Franchisee hereunder shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

Section 19.02 Integration of Agreement

A. No Prior Representations

This Agreement, and all other agreements executed contemporaneously with it, constitute the entire agreement between the parties with reference to the subject matter hereof and supersedes all prior negotiations, understandings, representations and agreements, oral or written, if any. Franchisee acknowledges that he is entering into this Agreement as a result of his own independent investigation of the business and not as a result of any representations about iMC by its agents, officers or employees that are contrary to the terms set forth here or that are contrary to the terms of any offering circular, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

B. No Oral Amendments

This Franchise Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of iMC are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

Section 19.03 Notices

A. Notice to Franchisor

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by certified mail, return receipt requested, postage prepaid. Any notice to iMC shall be addressed to iMC at:

With Copies To:

B. Notice to Franchisee

Notices to Franchisee shall be addressed as follows:

Section 19.04 Construction and Interpretation

A. This Franchise Agreement is to be construed as to form, substance and procedure in accordance with the laws of the State of **[NOTE: Some states, like CA, will not enforce venue and choice of law provisions that select a state other than the one where the franchise operates]** and Franchisee and iMC hereby agree to submit to the jurisdiction and venue of a court of competent jurisdiction in _____.

B. It is agreed that if any provision of this Franchise Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

C. Since the words "iMC" and "Franchisee" herein may be applicable to one or more parties, the singular shall include the plural, and the masculine shall include the feminine and neuter. If there shall be more than one (1) party or person referred to as Franchisee hereunder, then their obligations and liabilities hereunder shall be joint and several.

D. Unless otherwise stated, iMC reserves the right to withhold its consent hereunder for any reason or no reason whatsoever.

Section 19.05 Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.

Section 19.06 Cost of Enforcement

iMC shall be entitled to recover from Franchisee reasonable attorney's fees, plus court costs and all other expenses of litigation, if iMC prevails in any action instituted against Franchisee in order to secure or protect those rights inuring to iMC under this Agreement, or to enforce the terms thereof.

Section 19.07 Acknowledgments

Franchisee acknowledges, warrants and represents to iMC as follows:

A. No representation has been made by iMC (or any employee, agent or salesman thereof) and relied upon by Franchisee as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the business franchised hereby, or any other franchised RateMyNetwork franchise.

B. Prior to the execution of this Agreement, Franchisee has had the opportunity to contact existing franchisees of iMC.

C. Franchisee has had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Franchise Agreement itself, utilizing the services of attorneys, accountants or other advisors (if Franchisee so elects).

D. No representation or statement has been made by iMC (or any employee, agent or salesman thereof) and relied upon by Franchisee regarding the future growth of the RateMyNetwork franchise network; the anticipated income, earnings and growth of iMC; or, the viability of the business opportunity conveyed hereunder.

E. iMC (or its affiliates) has certain rights reserved to it to grant franchises to others; to market RateMyNetwork products at wholesale and retail; and, to otherwise use the Marks or Domain Names and Know-How, techniques and procedures, all as expressly set forth in Section 2.04 (Rights Reserved by Franchisor) of this Agreement.

F. Franchisee has received from iMC a copy of iMC's Franchise Offering Prospectus, together with a copy of all proposed agreements relating to the sale of the franchise, at least ten (10) business days prior to the execution of this Agreement or at least ten (10) days prior to the payment by Franchisee to iMC of any consideration in connection with the sale or proposed sale of the franchise conveyed hereunder.

G. If a location for the premises of the business franchised hereby has been identified at the date of execution of this Agreement, Franchisee has had ample opportunity and the means to independently investigate, review and analyze said location; the shopping center, mall or other building in which it is contained; the market area in which it is located; and all other facts relevant to the selection of the site for Franchisee's Franchised Business, as well as the lease documents for such location (if such lease documents were in existence as of the date this Agreement is executed by Franchisee). If no location has been identified, or if no lease has been so obtained, Franchisee has the ability to accomplish the foregoing independent investigative measures, and covenants and agrees that it will do so prior to accepting any such lease. iMC's suggestions, selection or approval of any location neither imply nor constitute any representation or indication by iMC that such location will be profitable or successful. Franchisee understands that site selection is difficult, risky and not subject to quantification. iMC's experience in selecting sites (or in assisting Franchisee in selecting sites)

does not mean that iMC has the ability to select, suggest or approve only sites that will be profitable or successful. No representation or statement has been made by iMC (or its agents and salesmen) and relied upon by Franchisee contravening the contents of this subparagraph. Franchisee further covenants and agrees that no such future representation or statement, if any, will be relied upon by him.

H. Franchisee has been advised to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereunder, and the prospects for that business. Franchisee has either consulted with such advisors or has deliberately declined to do so.

Section 19.08 Submission of Agreement

The submission of this Franchise Agreement does not constitute an offer and this Franchise Agreement shall become effective only upon the execution thereof by iMC and Franchisee.

THIS FRANCHISE AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR. THIS FRANCHISE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS FRANCHISEE SHALL HAVE BEEN FURNISHED BY FRANCHISOR SUCH DISCLOSURE, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW.

IN WITNESS WHEREOF, iMC and [INSERT NAME OF FRANCHISEE], each acting with proper authority, have executed this Franchise Agreement, to be effective as of the later of the dates set forth below.

iM Connected LLC

[INSERT NAME OF FRANCHISEE]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A (Glossary)

Except to the extent expressly set forth to the contrary, the capitalized terms appearing in this Service Agreement and Attachments shall have the meanings set forth in this Section 1. The terms defined in this Subsection include the plural as well as the singular. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Service Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision. Article, Section, Subsection and Attachment references refer to articles, sections, subsections and attachments to this Agreement. The words “include” and “including” shall not be construed as terms of limitation. The word “or” means “and/or” unless the context requires otherwise. The words “day,” “month,” and “year” mean, respectively, calendar day, calendar month and calendar year, and the words “writing” or “written” mean preserved or presented in retrievable or reproducible written hard-copy form.

Affiliate

A party means any person, company, corporation or other form of enterprise, domestic or foreign, that Controls or is Controlled by such party where “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

Attachments

Any document referenced in and appended to this Franchise Agreement. All such Attachment shall be incorporated by reference into the Franchise Agreement, and shall incorporate by reference the Franchise Agreement. The Attachments to the Franchise Agreement as of the Effective Date are as follows:

Attachment A	Glossary
Attachment B	Franchised Channel Description
Attachment C	Rates and Charges
Attachment D	Marks and Domain Names
Attachment E	Franchisee Principals

Continuing Royalty

Domain Names

Franchised Business

Franchised Channel

Gross Revenues

All income derived from the Site through, by or on account of the operation of the Franchised Channel that has been actually collected by iMC. There shall be deducted from Gross Revenues for purposes of this computation (but only to the extent they have been included) the amount of sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately

stated when the customer is charged and if such taxes are paid to the appropriate taxing authority. There shall further be deducted from Gross Revenues the amount of any documented refunds, credits and allowances given to customers by Franchisor in accordance with the Confidential Operations Manual.

Marks

Monthly Revenue Report

Offering Circular

Operations Manual

RateMyNetwork System

Site

Specifications

User

A person who access or otherwise uses the Site.

Attachmemt B (Franchised Channel Description)

[TBD]

Attachment C (Rates and Charges)

Attachment D (Marks and Domain Names)

Attachment E (Franchisee Principals)