

## TFOCB MEMBER AGREEMENT | Revised January 1, 2024

### 1.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to membership as a Podcast Host for “The Face of Community and Business” and “The Face of Chicago Business” (TFOCB) of ALA Media, Inc. and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a separate written amendment signed by Member and TFOCB Executive Leadership.

### 2.1 PODCAST PRODUCTION

All TFOCB content delivered to Member will be watermarked by TFOCB with full discretion by TFOCB. Member. Studio access will begin at the scheduled start time and conclude at the scheduled end time. Any changes to the schedule must be made 72 hours in advance or could result in the loss of that episode being produced; or a rescheduling fee based on current rates. TFOCB reserves the right, at its sole discretion, to determine which specific images and/or videos will be delivered, the choice of music in clips, and the selection of headshots for episode covers. Any request by the Member for different images, video clips, or a reshoot of the entire episode, beyond the initially delivered content, will incur an additional fee as determined by TFOCB.

### 2.2 EXCLUSIVITY

TFOCB will be the exclusive producer of all content. Only TFOCB photographers and videographers will be authorized in the studio or affiliated facilities. Members are welcome to photograph using their phones for the purposes of social media, as long as they will not interfere with TFOCB's duties.

### 2.3 OWNERSHIP OF USE

Upon payment in full, Member will have lifetime use and display rights to the final produced content. TFOCB reserves the right to post, publish and promote produced files on TFOCB's website or affiliate websites, at the sole discretion of TFOCB. Any revenue generated as a result of produced content, via TFOCB websites, social media or other entities, belongs exclusively to TFOCB and ALA Media, Inc; unless otherwise explicitly agreed upon in writing.

### 2.4 CONTENT COPYRIGHT

<http://docs.tfocb.com/copyright.pdf>

### 2.5 SERVICE-BASED MEMBERSHIP PRODUCTION

- A. **Content Creation:** For Members satisfying their membership through service provision, TFOCB reserves the right to produce and distribute content related to these services, including but not limited to promotional material, recordings of events or sessions, and testimonials.
- B. **Content Use and Revenue:** TFOCB retains the rights to use this content for promotional or revenue-generating activities. Revenue derived from such content falls under the purview of TFOCB.

### 3.1 TERMS AND CONDITIONS

TFOCB will not disclose information regarding Member to other Members. Notwithstanding the foregoing, TFOCB may suspend or terminate your membership/affiliation at any time for (1) failure to pay your balance when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the organization. TFOCB also has the right to terminate your membership/affiliation at any time without cause. If your membership/affiliation is terminated for cause or any other reason, all paid membership fees are non-refundable.

### 3.2 GUIDELINES, RULES, AND REGULATIONS

You agree to abide by the attached Guidelines, and all rules and regulations of TFOCB, as the same may be amended from time to time at the organization's sole discretion. Any member who, in the sole determination of the organization, violates the organization's Guidelines, rules or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended or terminated by TFOCB.

### **3.3 COMMUNITY GUIDELINES**

Respect other members of the TFOCB community. We want to foster a positive, diverse community. Threats or hate speech, content that targets private individuals to degrade or shame them, personal information meant to blackmail or harass someone, and repeated unwanted messages will not be tolerated and can result in a loss of all membership privileges. It's never OK to encourage violence or attack anyone based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, disabilities, or diseases. Threats of harm to public or personal safety are never allowed. This includes specific threats of physical harm as well as threats of theft, vandalism, and other financial harm.

### **3.4 DAMAGE TO PROPERTY**

You understand and agree that TFOCB is not liable for loss, damage or theft of your personal property or that of your guests while in or on the Studio Madison or affiliated facilities. You shall be responsible for any and all damage to any TFOCB property or affiliated property caused by you and/or your guests.

### **4.1 AFFILIATE RELATIONSHIPS**

From time to time TFOCB will make available to you and your guests the products and services of other members, guests, partners and sponsors. TFOCB does not warrant or guarantee the quality of these products or services and does not guarantee that these products or services will remain available to you or your guests for any period of time, and hereby disclaims all liability arising out of such products or services.

### **5.1 LIMITATION OF LIABILITY**

Notwithstanding any provision to the contrary, TFOCB's total liability to Member for all losses, damages, costs, and expenses shall not exceed the amount paid to TFOCB under this agreement.

### **5.2 ATTORNEYS' FEES**

If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action. This section shall not be deemed to provide for the award of attorneys' fees, or non-contractual claims.

### **6.1 DEPOSIT AND PAYMENTS**

All membership fees and deposits are non-refundable. A non-refundable deposit of 50% is required to secure pricing and availability. Your paid, non-refundable deposit, and/or signed Service-Based Membership Exchange Agreement, constitutes acceptance of this agreement and its terms and conditions. Full payment and/or signed Service-Based Membership Exchange Agreement is required before TFOCB can begin production of Member's first podcast episode. All sales are final, and TFOCB does not offer any money-back guarantees.

### **6.2 ADDITIONAL WORK**

Any additional work required or requested, which falls outside of the services to be provided pursuant to this Agreement and as described in the Proposal, will be charged to Member and will be due upon receipt of any such additional work. TFOCB agrees to notify the Member of the amount before such costs are incurred, and shall proceed only after receiving written approval.

### **6.3 SERVICE-BASED MEMBERSHIP PAYMENT OPTION**

- A. **Eligibility and Approval:** Members may be eligible to satisfy their membership fees through the provision of professional services, subject to the approval of TFOCB Executive Leadership. The nature and value of the services must align with TFOCB's operational needs and community values.
- B. **Service Valuation and Agreement:** The value of the services provided by the Member will be assessed by TFOCB and agreed upon in writing prior to the commencement of services. This valuation will be credited against the Member's membership fees.

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- C. **Service Delivery and Standards:** Members must deliver services at a professional standard, consistent with their industry norms, and in a manner that positively represents TFOCB. Service delivery schedules, locations, and other logistical details will be determined in consultation with TFOCB.
- D. **Revenue Generation from Services:** In cases where the Member's services are monetized by TFOCB (e.g., selling seats for a private chef dinner), the revenue generated will first be applied to the Member's membership fee until fully covered. Any excess revenue will be retained by TFOCB.

**6.4 TERMINATION OF SERVICE-BASED MEMBERSHIP**

- **Incomplete Service Delivery:** If a Member is unable to complete the agreed-upon services, the remaining value of the membership fee becomes payable in monetary terms, as per the initial membership agreement.
- **Quality and Conduct Concerns:** If the services rendered are deemed subpar, or the Member's conduct during service provision breaches TFOCB's guidelines or damages its reputation, TFOCB reserves the right to terminate the membership and seek monetary compensation for the remaining membership fee.

**7.1 RIGHT POST-TERMINATION**

Upon termination of a Member's affiliation with The Face of Community and Business (TFOCB):

- a. **Retention of Rights:** The Member shall retain the lifetime use and display rights to the final produced content delivered prior to the termination, subject to the conditions of this Agreement.
- b. **Content Removal:** TFOCB reserves the right, at its sole discretion, to remove or delete any content associated with the Member from TFOCB platforms if:
  - i. The content, in the reasonable determination of TFOCB, damages or has the potential to damage TFOCB's business, reputation, or brand.
  - ii. The content violates any laws, regulations, or may subject TFOCB to legal or regulatory action.
  - iii. The content is found to infringe upon the rights of third parties, including but not limited to copyright, trademark, or other intellectual property rights.
  - iv. The content is found to be false, misleading, or contains material omissions that, in TFOCB's sole determination, might mislead or deceive any person or entity.
- c. **Notification of Content Removal:** Should TFOCB opt to remove or delete any content as per the above clauses, TFOCB will endeavor, where practicable and unless prohibited by law or court order, to notify the Member of the reasons for such removal. However, the decision to remove will be at TFOCB's final discretion, and TFOCB is not obligated to negotiate with or seek the Member's consent for such removal.
- d. **Post-Termination Obligations:** Upon termination, the Member must cease any and all use of TFOCB's proprietary names, trademarks, logos, and any other intellectual property, except for the content for which they retain rights, as mentioned above. The Member shall also return or destroy, as directed by TFOCB, any confidential information or proprietary data of TFOCB that the Member might possess or control.

**7.2 SURVIVAL**

Sections of this Agreement that by their nature should survive termination, including but not limited to intellectual property ownership provisions, warranty disclaimers, and limitations of liability, shall survive termination, regardless of the cause or nature of such termination.

**8.1 OWNERSHIP OF INTELLECTUAL PROPERTY**

All branding, trademarks, service marks, logos, trade names, and any other proprietary designations of TFOCB used herein are trademarks or registered trademarks of TFOCB. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

- a. **Exclusive Rights:** All rights, title, and interest in and to the branding, trademarks, logos, and any other intellectual property related to TFOCB (collectively referred to as the "TFOCB IP"), whether registered or not, are and will remain the exclusive property of TFOCB.
- b. **Limitations on Use:** The Member acknowledges that they have no right, title, or interest in or to the TFOCB IP, except for the limited right to use the TFOCB IP solely in connection with their membership and in accordance with

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this Agreement. Any use of the TFOCB IP, other than as specifically authorized herein, without the prior written permission of TFOCB, is strictly prohibited and will terminate the membership granted herein.

c. **Written Permission:** No Member may use, reproduce, distribute, modify, or have created any derivatives of the TFOCB IP, in whole or in part, without the prior written authorization of TFOCB.

d. **No Misrepresentation:** Members shall not, in any manner, misrepresent or embellish the relationship between them and TFOCB, nor may the Member express or imply any relationship or affiliation between them and TFOCB except as expressly permitted by this Agreement.

**9.1 MEMBER INDEMNITY**

The Member agrees to indemnify, defend, and hold harmless The Face of Community and Business (TFOCB), its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to their membership (including negligent or wrongful conduct) by the Member or any other person accessing TFOCB's services using the Member's account.

a. **Notice of Claim:** TFOCB shall promptly notify the Member of any such claim, action, or demand and will assist the Member, at the Member's expense, in defending any such claim, action, or demand.

b. **Settlement Approval:** The Member shall not enter into any settlement or compromise of any such claim without TFOCB's prior written consent, which shall not be unreasonably withheld.

c. **Cooperation:** During the pendency of any lawsuit or any claim for indemnification hereunder, the parties must cooperate in the defense of any such claim. Cooperation includes retaining and (upon the other party's request) consulting with knowledgeable attorneys and accountants regarding the claim's defense or pursuit.

d. **Continued Protection:** This indemnification obligation will survive the termination of the Member's membership and the Agreement.

**9.2 LIABILITY IN SERVICE PROVISION**

A. **Member Responsibilities:** Members are responsible for any liabilities, damages, or injuries arising from the provision of their services. This includes ensuring adequate insurance coverage where necessary.

B. **Indemnification:** The indemnification clause (9.1) extends to cover any claims or damages arising from the Member's service provision under this agreement.

**10.2 PROTECTION OF PERSONAL INFORMATION**

TFOCB recognizes the importance of safeguarding personal information. All personal data provided by the Member or collected during the membership period will be treated with the utmost confidentiality and in accordance with applicable laws and regulations.

a. **Data Collection and Use:** Personal information provided by the Member or collected by TFOCB is used primarily for the purpose of providing the services under this Agreement, communicating with the Member, enhancing Member experience, and fulfilling any legal or regulatory requirements.

b. **Data Sharing:** Except as otherwise provided in this Agreement or unless TFOCB receives explicit consent from the Member, TFOCB will not share, rent, sell, or disclose the Member's personal information to third parties.

c. **Data Storage:** TFOCB employs reasonable and current technical, administrative, and physical safeguards that are designed to prevent unauthorized access, loss, misuse, alteration, or release of the Member's personal information.

d. **Member's Rights:** The Member has the right to access, correct, and delete their personal data held by TFOCB. Requests for such actions can be made by contacting TFOCB's designated data privacy contact.

e. **Third-Party Services:** This Agreement does not apply to services offered by other companies or individuals, including third-party services used in conjunction with TFOCB's services. TFOCB does not control the activities of such third parties and advises the Member to review their privacy policies.

f. **Updates to the Privacy Clause:** TFOCB reserves the right to update or change this Privacy and Confidentiality clause to reflect changes to our practices or for other operational, legal, or regulatory reasons.

**10.2 CONFIDENTIALITY**

Both parties acknowledge that during the course of this Agreement, they may obtain confidential information relating to the other party. Both parties agree to hold each other's confidential information in strict confidence and not to disclose such information to third parties or to use such information for any purpose not intended by this Agreement. This obligation shall remain in effect even after the termination of this Agreement.

- a. Definition:** "Confidential Information" includes, but is not limited to, trade secrets, business plans, strategies, methods and/or practices; financial, technical, operational, administrative, marketing and promotional information, plans and data; and any other information that is treated or designated by TFOCB as confidential.
- b. Exclusions:** Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of the Member; (ii) was in the Member's lawful possession prior to the disclosure without breach of this Agreement; or (iii) is independently developed by the Member without use of or reference to TFOCB's Confidential Information.

**10.3 DATA HANDLING IN SERVICE-BASED TRANSACTIONS**

Personal data collected during service-based transactions will be handled in compliance with TFOCB's data protection policies and applicable laws.

**11.1 EVENT OF FORCE MAJEURE**

Neither TFOCB nor the Member shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to: fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions, or delays in acting by any governmental authority or the other party, or, in the case of TFOCB, acts or omissions of its Members, or pandemics and outbreaks of infectious diseases or any other serious public health concern.

- a. Definition of Force Majeure:** For the purposes of this Agreement, "Force Majeure" shall mean an event or circumstance beyond the reasonable control of the party affected by it, making it legally or physically impossible to perform its obligations. Such events and circumstances include, but are not limited to:
  - Natural disasters, such as earthquakes, hurricanes, tornadoes, floods, wildfires, and volcanic activity.
  - Wars (declared or undeclared), insurrections, military or usurped power, invasion, act of foreign enemies, or hostilities.
  - Terrorist activities, civil unrest, riots, or rebellions.
  - Epidemics, pandemics, or outbreaks of infectious diseases.
  - Acts or omissions by government authorities, such as embargoes, blockades, or nationalization.
  - Nuclear, chemical, or biological contamination.
  - Explosions.
  - Prolonged shortages of energy supplies.
  - Extraordinary market conditions leading to commodity shortages.
- b. Exclusions from Force Majeure:** The following events and circumstances shall not constitute Force Majeure:
  - Strikes or other labor disturbances initiated by the staff or employees of the affected party.
  - Economic downturns or unfavorable market conditions.
  - Any event or circumstance that is a result of the affected party's negligence or intentional misconduct.
  - Non-performance by suppliers or subcontractors of the affected party, except where such non-performance results from a Force Majeure event affecting the supplier or subcontractor.
  - Inability to pay or financial distress.
  - Changes in law or regulations that render the affected party's performance more onerous or costly.
- c. Notification:** In the event of any delay or failure resulting from a Force Majeure event, the affected party must promptly provide written notice to the other party, stating the nature of the Force Majeure event, its anticipated duration, and any action being taken to avoid or minimize its impact.

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**d. Suspension of Performance:** During the period of such delay or failure by one party due to Force Majeure, the other party may, at its option, suspend its performance until the cause of the delay or failure has been addressed.

**e. Mitigation:** The party affected by the Force Majeure event shall use all reasonable efforts to mitigate the effects of the Force Majeure event, resolve the issue, and resume performance of its obligations as soon as possible.

**f. Termination Right:** If a Force Majeure event continues substantially uninterrupted for a period of six months or more, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

**g. Notification:** In the event of any such delay or failure resulting from an event of Force Majeure, the affected party must promptly provide notice to the other party, stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.

**12.1 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. All actions arising under this Agreement shall be exclusively brought in a state or federal court in the City of Chicago.