

# C-SUITE NETWORK™

## **C-Suite Network Contributor Member Agreement**

C-Suite Network member Contributors are the most trustworthy mix of consultants, speakers, authors, podcasters, TV hosts, trainers, and coaches serving the c-suite, these advisors are each notable in their field of expertise.

### **MEMBERSHIP COMMITMENT**

- Submit relevant, valuable, business content. We believe the companies and brands who will win the most in the digital economy will give the most valuable content for the industries they participate in. We encourage our Contributors to share that knowledge to become the most influential advocates in their fields. The C-Suite Network provides a hosting platform and participation in networking events with senior executives.
- Our C-Suite Network Contributors provide a range of content from writing articles, podcasting, to broadcast quality TV programming:
  - **Advisors:** Create an advisor profile and submit written content to share their subject matter expertise. What do your clients find when they search you? Share your articles hosted on C-Suite News to your prospects.
  - **Podcast Hosting:** If you're a podcast host part of your Contributor membership includes the hosting of your show on our ad-enabled hosting environment at no additional cost.
  - **TV Hosting:** Leverage C-Suite TV's powerful distribution network and reach through our existing partnerships across many airports, hotels, and more.

### **MEMBERSHIP FEES**

**Annual Membership.** For an annual membership, there is a one-time payment of \$2,500. After twelve months, the membership subscription automatically renews to a month-to-month basis, unless the member chooses to purchase an additional annual membership. Please see membership termination for details.

**Monthly Membership.** For a monthly membership, there is a monthly fee of \$250. After twelve months, the membership subscription automatically renews unless a 30-day cancellation notice is provided. Please see membership termination for details.

### **MEMBERSHIP BENEFITS**

*C-Suite Network Contributor membership includes:*

- Profile listing on C-Suite Network Advisor website
- Invitations to exclusive C-Suite Network events
- Discounted member services

- Monthly contributor newsletter insights designed to help maximize your personal brand
- Distribution of your approved content on C-Suite Network
- Invitation to City Summits held in your area
- Recommendation as possible speaker for digital and/or in-person C-Suite Network events
- Approved use of trademarked C-Suite Network Advisor title, badges to position yourself as a trusted, third-party verified expert on your websites and marketing materials
- Recommendations to C-Suite Network media as expert guest
- Downloadable resources only made available to contributors. (Sample agreements, marketing templates, social media guides and more)

**Delinquent Payments.** All membership dues payments hereunder must be made within 30 days of invoice, or membership is revoked. Missing payments may be submitted to secondary debt collections if not collected prior to 30 days.

**Membership Termination.** All fees are non-refundable. Memberships may not be placed on hold, nor transferred to another person or company. Unless otherwise indicated, if cancellation occurs during the 12-month commitment period, the balance of the full subscription will be due upon termination.

Subscription will automatically renew unless member or C-Suite gives notice 30 days prior to anniversary date. After the first anniversary date, member can cancel at any time with a 60-day notice.

The C-Suite Network reserves the right to modify or amend the C-Suite Network Contributor membership program without notice at any time.

**Engagement/ Term.** Content Provider hereby engages with C-Suite in the capacity of the deliverables outlined in this Agreement for one (1) year, subject to the termination rights of either party set forth below.

**Termination.** All fees are non-refundable. Subscriptions may not be placed on hold, nor transferred to another person or company. A month-to-month subscription requires a 90-day notice of cancelation, after the term of the contract. Termination of this Agreement by either party, results in the forfeit of the right to use all C-Suite Radio shared materials by Content Provider.

**Governing Law; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. The parties agree that they shall undertake good-faith efforts to resolve informally all disputes that may arise under this Agreement. To the extent that the parties are unable after such informal efforts to resolve any such dispute, the dispute shall be subject to arbitration before a single arbitrator according to the then-applicable commercial arbitration rules of the American Arbitration Association, with the site of any such arbitration to be Sioux Falls, South Dakota.

Member Signature \_\_\_\_\_ DATE \_\_\_\_\_

Jeffrey Hayzlett (C-Suite Network) \_\_\_\_\_ DATE \_\_\_\_\_

**Member Information**

Member Name \_\_\_\_\_  
Member Email Address \_\_\_\_\_  
Member Phone Number \_\_\_\_\_  
Birthday (Month & Day) \_\_\_\_\_

**Payment Information**

**Credit Card Authorization Form**

We hereby authorize C-Suite Holdings, LLC to process my credit card for the amount listed on this form.  
Facsimile signature same as original

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Membership Commitment

\_\_\_\_\_ (Y/N) \$2,500 Annually (*one-time payment*)

\_\_\_\_\_ (Y/N) \$250 Monthly + \$500 Initiation Fee (*12-month minimum subscription*)

Card Holder's Name \_\_\_\_\_  
*(Please print as the name appears on the credit card)*

Billing Address \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip \_\_\_\_\_

We Accept These Cards:

Discover Card \_\_\_\_\_ Master Card \_\_\_\_\_ Visa \_\_\_\_\_ American Express \_\_\_\_\_

Credit Card # \_\_\_\_\_ Expires \_\_\_\_\_

3/4 Digit Security Code \_\_\_\_\_

Card Holder's Signature \_\_\_\_\_

**APPENDIX A:**

## C-Suite Radio – (For Podcast Hosts only)

### Recitals:

WHEREAS, C-Suite operates the C-Suite Podcast Network that hosts and distributes podcasts via a network of websites and other digital properties affiliated by C-Suite, C-Suite's affiliated entities or third-party distribution partners (the "Network"); and

WHEREAS, C-Suite desires to utilize the services of Content Provider to create pre-recorded original audio programming for distribution on the Network (the "Podcasts") and Content Provider desires to perform such services; and

WHEREAS, Content Provider desires to engage C-Suite to perform such services on Content Provider's behalf; and

WHEREAS, C-Suite agrees to perform these services for the Content Provider under the terms and conditions as set forth in this Agreement.

**Terms of the Agreement.** Now, therefore, for value received, and in consideration of the mutual covenants contained herein, C-Suite and Content Provider agree as follows:

1. **Duties and Obligations.** C-Suite shall perform such duties and tasks pertaining to Content Provider's Podcast as outlined in Exhibit A.
2. **Limitation of Agreement.** Unless otherwise provided, the fees and the Content Provider benefits described in this Agreement are related solely to deliverables outlined in Exhibit A.
3. **Amendments.** This Agreement may be amended only by a written instrument executed by both parties.
4. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or enforceable provision has never been contained herein.
5. **Warranties and Indemnities.**
  - a. Content Provider shall at all times (notwithstanding the expiration or termination of this Agreement) indemnify and hold harmless C-Suite, its advertisers and their agencies, if any, their affiliates, their respective officers, directors, agents, representatives and employees and the successors and assigns of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including, without limitation, reasonable counsel fees and expenses, relating to or arising out of: (i) the use of any Material furnished by Content Provider hereunder; (ii) any breach by Content Provider of any warranty or agreement made by Content Provider herein; and (iii) any of Content Provider's acts or omission (including words spoken by Content Provider) in connection with the production, rehearsal or broadcast of any program unless such acts, omissions or

words shall have first been supplied or expressly authorized in writing by C-Suite. C-Suite shall at all times indemnify and hold harmless Content Provider from and against any and all claims, damages, liabilities, costs and expenses, including, without limitation, reasonable counsel fees and expenses, relating to or arising out of the use of any materials or services furnished by C-Suite in connection with the production, rehearsal or broadcast of any of the Material; provided, however, that Content Provider shall promptly notify C-Suite of any claim or litigation to which the indemnity set forth in this sentence applies; and provided further, that at C-Suite's option, C-Suite may assume the defense of any such claim or litigation to which the indemnity set forth in this sentence applies, in which event C-Suite's obligations with respect thereto shall be limited to the payment of any judgment or settlement approved by C-Suite in connection therewith.

- b. The subject matter, content and format of the Podcasts will be at the discretion of the Content Provider but must comply with C-Suite's standards and practices as may be communicated to Content Provider from time to time. C-Suite shall not be obligated to distribute any Podcast that does not comply with C-Suite's standards and practices, or for any other legitimate business reason, at C-Suite's sole discretion. In addition, C-Suite may remove a Podcast from the Network for any legitimate business reason. If C-Suite does not distribute a Podcast or removes a Podcast from the Network, C-Suite shall have the right to require Content Provider not to post the Podcast on, or to remove the Podcast from, Content Provider's digital properties.
- 6. Public Morals.** Content Provider shall act at all times with due regard to public morals, conventions and C-Suite policies. If Content Provider commits any act, or if Content Provider has conducted or conducts himself or herself in a manner which may be an offense involving moral turpitude under federal, state or local laws, or which might bring Content Provider to public disrepute, contempt, scandal or ridicule, or which might reflect unfavorably upon C-Suite, its affiliates or their advertisers or otherwise injure the success of the Podcasts, C-Suite shall have the right to terminate this Agreement immediately with or without notice.
  - 7. Name and Likeness.** Content Provider acknowledges and agrees that C-Suite may, and may grant to others the right to, reproduce, print, publish or disseminate in any medium, Content Provider's name, portrait, picture, likeness, voice and biographical material as news or information, for the purpose of trade, or for advertising purposes, including, without limitation, "institutional" advertising (i.e., advertising designed to create goodwill and prestige and not for the purpose of selling any specific product or service), and including, without limitation, the advertising or promotion of the Podcasts and the Network.
  - 8. Confidentiality.** Content Provider acknowledges that, in the course of Content Provider provision of the Services, Content Provider will have access to confidential information, trade secrets, records, data, specifications and secret inventions and other knowledge owned by or in the possession of C-Suite and/or its related companies (collectively, the "Confidential Information"). All Confidential Information shall be and remain the property of C-Suite and/or its related companies, as the case may be. Content Provider agrees that during and after Content Provider's provision of the Services to C-Suite, whether pursuant to this Agreement or otherwise, Content Provider shall not, without the prior written consent of C-Suite, disclose to any individual

or entity for any reason or purpose whatsoever, other than in the regular course of business of C-Suite and/or its related companies, any of the Confidential Information.

**9. Independent Contractor.** In the performance of this Agreement, Content Provider is providing Content Provider's Services in a professional capacity as an independent contractor and not as an employee of C-Suite. Nothing herein shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto. As Content Provider is an independent contractor, it is understood that C-Suite has no obligation under state or federal laws regarding employee liability. It is further understood that except as expressly provided herein, Content Provider shall not share in any profits or returns which may be reaped by C-Suite on account of the Material provided or Services rendered by Content Provider pursuant to this Agreement, and that Content Provider's sole compensation for the Material provided and Services rendered by Content Provider pursuant to this Agreement is as provided in Exhibit B.

**10. Force Majeure.** In the event that because of an act of God; inevitable accident; fire; lockout, strike or labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of government instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; or other cause of similar or different nature beyond the control of C-Suite or Content Provider, the normal production or distribution of the Podcasts is prevented or canceled, Content Provider or C-Suite may suspend or terminate the performance of their obligations hereunder.

**11. Notices.** Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing (by FAX, mail, email or courier and delivered to the parties as follows:

If to C-Suite:

C-Suite Network  
4912 S Technopolis Dr  
Sioux Falls, SD 57106  
605-275-4075  
Email: info@c-suitenetwork.com

### **Exhibit A**

C-Suite agrees to deliver to Content Provider the following services during the term of this agreement at the rates and fees specified:

## **C-Suite Radio Package**

- Affiliation with the C-Suite Radio podcast network
- Identification as a C-Suite Radio host on podcast artwork
- Marketing kit for show activation
- Social media reactivation
- Podcast hosting platform/distribution
- Newsletter promotion
- Blog opportunities
- Access to exclusive vetted guests
- Insights on best practices, tips, and education
- Exclusive access to podcasting tools and resources
- Option for ad supply for dynamic insertion placements
- Cross promoting the Podcasts with other podcasts distributed via the Network
- Where appropriate tie-ins exist, promoting the Podcasts on radio (over-the-air and/or streaming)
- Promoting the Podcasts via C-Suite's digital properties and social media channels
- Ad revenue integration (see Exhibit B)

## **Responsibility of Content Provider**

- During the Term, Content Provider shall produce Podcasts that will be made available and distributed by C-Suite as on-demand content to end users via the Network (the "Services"). The Services shall also include:
  - recording sponsorship announcements, live reads and other commercials for placement within the Podcasts as reasonably requested by C-Suite
- A minimum of two ad spots defined per episode (if none are defined, C-Suite will define pre and post)
- Inclusion of C-Suite Radio ID in each podcast episode
- Minimum of one social activation per month promoting show and C-Suite Radio
- Inclusion of C-Suite Radio on podcast art, episode art, author, and/or show description
- Identification as C-Suite Radio Host on social media platforms (LinkedIn, Twitter, etc...)
- Content Provider shall provide C-Suite with a recording of the Podcast either three business days prior to the day on which the Podcast is scheduled to be distributed on the Network, or on such other day as mutually agreed upon by C-Suite and Content Provider
  - Content Provider shall not, without C-Suite's prior written approval, incur any expenses whatsoever on C-Suite's behalf, or obligate C-Suite for any personal expenditure by Content Provider or use of C-Suite's name for any purpose except as specifically provided herein.

## **Exhibit B**

A(1). **Sale of Advertising.** C-Suite has the first (1st) right to sell advertising and sponsorships as either pre-roll, mid-roll or post-roll live reads or recorded commercials in the Podcasts, with advertisers/sponsors. Content Provider has the second (2nd) right to sell such advertising and sponsorships. Should Content Provider have any existing or preferred sponsors or advertisers, then Content Provider and C-Suite shall cooperate in good faith to sell campaigns to such advertisers or sponsors and to fairly allocate the fifteen percent (15%) sales commission between them. All advertisers and sponsors associated with the Podcasts must comply with C-Suite's and Content Provider's block lists and C-Suite's standards and practices, all of which are subject to update by the applicable party. Any advertising sales conflict shall be resolved by good faith negotiation with C-Suite having final determination if an agreement cannot be reached.

A(2). **Payment.** The party that sells an advertising campaign shall keep fifteen percent (15%) percent of the gross revenue received from the advertiser as a sales commission. The remaining revenues collected shall be shared equally between C-Suite and Content Provider. No later than sixty (60) days after the end of each calendar month, C-Suite shall pay Content Provider Content Provider's share of the revenues collected by C-Suite in said month. C-Suite shall pay Content Provider's share of the collected revenues a minimum of four times per year (quarterly). C-Suite reserves the right to increase the frequency of said payments to a monthly or bi-monthly basis. No later than forty-five (45) days after the end of each calendar month, Content Provider shall pay C-Suite C-suite's share of the revenues collected by Content Provider in said month.

**APPENDIX B:  
C-Suite TV – (For TV/Video Content Hosts Only)**

**RECITALS:**



WHEREAS, C-Suite is in the business of providing distribution services for Content Provider's TV program.

WHEREAS, Content Provider desires to engage C-Suite to perform such services on Content Provider's behalf; and

WHEREAS, C-Suite agrees to perform these services for the Content Provider under the terms and conditions as set forth in this Agreement.

C-Suite agrees to deliver to Content Provider the following services during the term of this agreement at the rates and fees specified:

### **Broadcast Package**

- On-Demand and Broadcast Destination: Travel Distribution in Top 50 Airports in USA and 900,000 Luxury Hotel Rooms
- On-Demand Digital Device Streaming Distribution: via Apple/Roku/Amazon Fire/OperaTV
- On-Demand Digital Web Distribution: via C-SuiteTV.com
- Identification as a C-Suite TV Host
- Customized Media Program for Show Activation
- C-Suite TV Badge Placement for Website
- Social Media Reactivation
- Network and C-Suite TV Ad Promotion
- Custom Press Release
- Sponsor and Advertising consultation
- Newsletter Promotion
- Choice of one: Broadcast Training Program or Talent Training Program
- Media Pitching to 10 outlets
- Conference Episode placement
- Guest Recommendation from C-Suite Network
- Media Inquiry Referrals of Potential Guests from C-Suite Network

### **Responsibility of Content Provider**

- Include one 30 second show trailer
- Include in each episode a show ID signify the program is part of C-Suite TV
- Include affiliation of C-Suite TV in all promotions of program

\*Termination of this agreement by either party, results in the forfeit of the right to use all C-Suite TV shared materials by Content Provider.

### **Additional Fee-Based Opportunities**

**C-Suite Publishing:** Optional book publishing services to include but not limited to editing, ghostwriting, publishing, printing, and book marketing services

**Social Media:** Optional outsourced social media services are available on request.

**Public Relations:** C-Suite Network has a sister PR firm available for members with extensive experience helping a range of companies from helping large publicly traded companies to individual authors helping launch their books.

**Podcast Launch & Editing:** Ready to start a podcast show? We have can help get you launched and professionally produced.

**C-SUITE NETWORK™**

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**CONFIDENTIAL**