

VENUE PLACEMENT AGREEMENT

THIS AGREEMENT is made effective _____, _____, 20____ between
Your Neighborhood Network (“YNN”), 73 W. Monroe, Suite 510, Chicago, IL 60603 and
Business Name (“HOST”)_____ Phone_____

Business Address: _____

Whereas:

A. Your Neighborhood Network (“YNN”) is the agency of professional digital signage and WiFi media equipment and services, software, networking, design and advertising, and other marketing related products including but not limited to website design, search engine optimization, graphical design, WiFi, etc. (hereinafter collectively referred to as the “Products”).

B. Venue (“HOST”) is a small business or retail location.

C. YNN and Host desire to enter into agreement pertaining to a digital signage screen and WiFi media advertising network deployment in the location(s) of HOST.

The parties agree as follows:

1. Contribution.

HOST will contribute wall space in each of its venue locations, a nearby electrical outlet, and an open and functioning internet port. Host will also provide YNN with traffic and demographic data, sales transaction and movement data relating to its venues. YNN will contribute the usage of a complete digital signage package including screen, proprietary media player system, its network infrastructure, proprietary process and systems, digital signage software, graphics department, technical staff, and installation crew for the locations.

2. Equipment.

The equipment used in this operation shall be considered the asset of YNN or its affiliates. If for some reason the parties wish to discontinue this agreement the assets of YNN can be retrieved from venue locations, or other arrangements such as a buyout can be made between HOST and YNN. The equipment is not to be moved by anyone other than an authorized YNN representative. If a Host location is closing for any reason HOST will notify YNN immediately of the plans of closing so YNN can make arrangements to retrieve its equipment. Once installed, HOST agrees to protect the equipment from being tempered, damaged, stolen, or removed from the premise without YNN’s knowledge.

3. Costs.

The ad network will experience certain costs including but not limited to credit/check processing fees, accounting and legal fees, advertising sales commissions, and maintenance /replacement costs. These costs are the responsibility of YNN and any stakeholders that it may have.

4. Screen Content.

HOST will be given eight slides to promote their own products and services per quarter. Screen content will be shared on a roughly 50/50 basis between HOST advertisements and various content such as weather, news, social media, events, etc., and YNN and its business endeavors to include self-promotion and advertising sales. This media sharing could occur based upon screen partition and/or playlist time slotting.

5. WiFi Media

HOST will be provided with a Lobby Page, re-targeting capabilities to all users that log into the HOST's Network, and usage analytics. Host WiFi's landing page will be sole property of YNN and its endeavors to include self-promotion and advertising sales.

6. Advertising Sales.

Advertising sales can be made by any approved party including YNN and HOST. Industry standard commissions of 20% have been allocated for the party that sells a placement on the network.

7. Advertising Policies.

All advertising sold and displayed on the network must adhere to all national, state and local laws. Additionally, HOST reserves the right to reject any advertising that is considered inappropriate or in violation and /or competition with the hosting venue locations primary business practices or is considered grossly inappropriate. All Advertisers relationships are exclusively with YNN. In the event the agreement is terminated HOST agrees to not contact these advertisers for a period of 24 months beginning the date of the termination of the agreement.

8. Maintenance and Monitoring.

HOST agrees to ensure that the screens(s) are on during all business hours and functioning properly. HOST agrees not to interfere with the programming of YNN in any way or will not temper with any part of the system by switching to other commercial channels. Tampering with YNN signage system will cause a loss of revenue or damage to the image of the network for which YNN will have the right to pursue HOST for the damage incurred. YNN agrees to provide remote maintenance & service in the event of equipment failure, and YNN may request the assistance of local HOST's employees to attempt remote maintenance and repair. If HOST, or it's employees, notices the system is not working properly they are to notify YNN immediately upon discovery to so the system can be maintained and placed back in operation for the mutual benefit of all parties.

9. Indemnity.

Each party agrees to hold one another harmless for any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees for activities in which one party is acting solely on its behalf. Neither party possess the power or ability to negotiate or obligate the other party without its express written permission or additional agreements beyond the scope of the terms contained herein. Any action that may be brought against one party for breach of its contracts and obligations in no way makes the other party liable to the extent that the law will allow.

10. Term and Termination.

Unless earlier terminated as provided below, the term of this Agreement shall commence upon the signing of this agreement and shall continue for 36 months, where the agreement may be terminated 24 months after the start of the term. At the end of the term, the Agreement shall automatically renew as so long as YNN has fulfilled its obligations.

A. YNN reserves the right at its sole discretion to cancel this agreement and retrieve its equipment if advertiser support is insufficient to provide YNN a satisfactory revenue stream to support the network investment.

B. Either party may cancel upon any of the following events: (1) failure of Parties to fulfill or perform any one of the duties, obligations or responsibilities of this Agreement, which failure is not cured with ten (10) days' notice from other party; (2) failure of a Party for any reason to function in the ordinary course of business; (3) conviction in a court of competent jurisdiction of a Party, or a manager, partner, principal officer or major stockholder of either Party for any violation of law tending, in either Party's opinion, to affect adversely the operation or business of the non-violating Party or the good name, goodwill, or reputation of Party, products of either Party; or (4) submission by one Party to another of false or fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment.

11. Obligations on Termination.

Upon termination of this Agreement:

A. Each Party must immediately discontinue the use of the other Party's name and/or trade imagery in all marketing and other business development related activities.

B. YNN may exercise the options described in section 2 of this agreement titled Equipment.

C. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or good will of the other Party or for any other reason whatsoever growing out of such termination.

D. YNN is not responsible for the repair of the mounting holes and associated necessary installation construction.

12. Acknowledgments.

Each party acknowledges that no representation or statement, and no understanding or agreement, has been made, or exists, and that in entering into this Agreement each party has not relied on anything done or said or on any presumption in fact or in law, (1) with respect to this Agreement, or to the duration, termination or renewal of this Agreement, or with respect to the relationship between the parties, other than as expressly set forth in this Agreement; or (2) that in any way tends to change or modify the terms, or any of them, of this Agreement or to prevent this Agreement becoming effective; or (3) that in any way affects or relates to the subject matter hereof. Each party also acknowledges that the terms and conditions of this Agreement, and each of them, are reasonable and fair and equitable.

13. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. No Implied Waivers.

Except as expressly provided in this Agreement, waiver by either party, or failure by either party to claim a default, of any provision of this Agreement shall not be a waiver of any default or subsequent default.

15. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

Your Neighborhood Network

73 W. Monroe St., Ste. 510

Chicago, IL 60603

Host

Address

16. Assignability.

You may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of YNN. This Agreement shall be binding upon and inure to the benefit of YNN and its respective successors and permitted assigns. YNN reserves the right to assign all or any part of this contract and the right to cancel contracts for any reason.

17. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois in Cook County.

18. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. Non-Circumvention and Non-Compete.

HOST does hereby agree that upon the termination of this contract and notwithstanding the cause of termination, HOST shall not compete with the business of YNN or its successors, and shall not directly or indirectly, as an owner, officer, director, employee, consultant, or stockholder, engage in the business of digital signage ad-network creation or a business substantially similar or competitive to the business of YNN. This non-compete non-circumvention agreement shall be in full force and effect for 5 (five) years, commencing with the date of termination of this agreement. If it is found that this Non-Circumvention and Non-Compete agreement has been violated YNN may be entitled to all potential lost revenues, damages, and other compensation to the fullest extent of the law.

21. Confidentiality.

HOST acknowledges that during the course of this agreement there may be disclosed certain YNN trade secrets consisting but not limited to: technical information including methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and business information including customer/investor lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans. HOST shall not during, or at any time after the termination of this with YNN, disclose or divulge to others including future employers, any trade secrets, confidential

information, or any other proprietary data of YNN in violation of this agreement. That upon the termination of this agreement HOST shall return to YNN all documents and property of YNN, including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to YNN's business, or in any way during the course of this contract. YNN shall be entitled to full injunctive relief, and any other legal remedies available for any breach. This agreement shall be binding upon HOST and personal representatives and successors in interest, and shall inure to the benefit of YNN and its assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year written, and certify that each has the authority to execute this Agreement representing the company as stated. A photo static or facsimile copy of this agreement shall be valid as the original. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement.