

THE CLEAN MACHINE TICKET COMPANY'S
BUREAU MEMBERSHIP AGREEMENT

THIS BUREAU MEMBERSHIP AGREEMENT (together with any and all applicable Addenda, this "Agreement") is made and entered into and shall commence on one of the following dates (circle one): 1st, 2nd, 3rd, 4th, 5th Monday the month of _____ in the year of _____ (the "Effective Date"), by and between **Clean Machine Ticket Company**, an Illinois corporation ("CMTC") having its principal offices located at 8 Dearborn Square Kankakee, Illinois 60901, and _____

_____, _____ ("Bureau")
with its principal place of business at _____.

Each of CMTC and Bureau may be referred to hereinafter as "Party" or collectively as "Parties."

WHEREAS, CMTC owns and operates the Clean Machine Network (the "CMN") and Bureau desires to use the CMN to sell electronic copies of its news articles, photographs, videos, recordings, text and programs ("Content").

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, agree as follows:

1. THE CLEAN MACHINE NETWORK: CMTC sells unique seven-character codes with a money balance ("Tickets") over the Internet to the public. Purchasers of the Tickets are "Ticket Holders." Tickets are redeemable for Bureau's Content by Ticket Holders using CMN's micropayment system ("Ticket Window") created by CMN and positioned on a webpage dedicated to Bureau, found at a sub-domain of CMN's cm.com domain (or any other CMN domain) and branded with Bureau's name, e.g. www.Bureau'sBrandName.cm.com (the "Bureau's Micropayments Page").

Bureau can upload and sell its Content using Ticket Windows. Each item of Content will be designated with a unique number, the "Badge Number." CMTC will transfer money from the Tickets to the Bureau as provided for below. CMTC may also offer Ticket Holders the means to store, organize, and share data using its equipment, and software, and charge Ticket Holders for doing so.

2. CMTC'S OBLIGATIONS TO BUREAU:

2.1. Bureau's Micropayments Page. CMTC will provide the necessary hardware, software, and electronic storage space to: (i) operate and maintain the CMN for all who use it, and to provide the Bureau with a means to upload and maintain its Content; (ii) allow Ticket Holders to purchase and add money to Tickets from Bureau's Micropayments Page; and (iii) provide Bureau with the ability to price and schedule its Ticket Windows.

CMTC will pay the fees for credit card processing when Tickets are purchased. CMTC will provide reports to the Bureau to assist Bureau with managing its sales.

2.2. Pricing the Sale of Bureau's Content. CMTC will offer a selection of prices for Content in a drop-down menu on the Bureau's Micropayments Page, which prices are subject to change from time-to-time without prior notice to Bureau. Bureau must select one of the available prices from the drop-down menu for its Content. Initial prices available for selection as of the Effective Date are identified in Appendix A attached hereto, and are subject to change by CMTC.

2.3. Payments to Bureau. CMTC will pay Bureau each month all Gross Sales of Bureau's Content for the previous month, less twelve percent (12%) of Gross Sales, the weekly Ticket Window rates identified on Appendix A attached hereto, and any amounts offset by CMTC under Section 3.2. For the purpose of this Section, "Gross Sales" shall mean all revenue collected before payment of taxes; however, CMTC reserves the right to deduct sales or use tax from Gross Sales owed to Bureau where CMTC has the legal obligation to collect the same.

Such payment will be accompanied with a report reasonably determined by CMTC to support the payments from CMTC to Bureau under this Section.

3. BUREAU'S OBLIGATIONS TO CMTC:

3.1 Membership Fee. In exchange for Bureau's use of the CMN, Bureau shall pay by the Effective Date to CMTC a non-refundable annual membership fee, which is identified in Appendix A attached hereto.

3.2. Offsets. You hereby authorize CMTC to offset against any amounts owed to Bureau pursuant to this Agreement any amounts that Bureau may owe to CMTC, whether under an indemnification provision or for costs, expenses, rates, charges, and deductions authorized in this Agreement.

3.3. Taxes. CMTC does not collect sales or use tax. Notwithstanding CMTC's right in Section 2.3 to deduct sales or use tax from payments to Bureau where CMTC has the legal obligation to collect the same, Bureau acknowledges and agrees that it is ultimately responsible for the payment of any sales or use tax owed in connection with the sale or distribution of Content pursuant to this Agreement, and Bureau hereby indemnifies CMTC for any sales or use tax that may be owed in addition to those amounts collected and remitted on Bureau's behalf by CMTC.

3.4. Code of Conduct. Bureau hereby agrees to the following:

- 1.) Bureau shall not mislead Ticket Holders. A preview of Bureau's Content will be shown on Bureau's Micropayments Page, which must be an honest and straightforward description of what the Ticket Holder is purchasing. Content must be completely and promptly delivered over the Internet to the Ticket Holders.
- 2.) Bureau shall not require further payment of any kind to enjoy Content that has been purchased through the CMN, nor can Bureau's newspaper subscribers or anyone else purchase Content except on the same basis as a Ticket Holder, and there cannot be Ticket Windows inside of Ticket Windows.
- 3.) To the extent that Bureau uploads Content that contains advertising (other than self-promotion), the characters, "w/adv" must appear in the preview window. A switch is provided for this purpose when editors are uploading Content.
- 4.) Bureau shall not upload Content of an adult nature.
- 5.) Bureau will include CMTC's "CLEAN MACHINE" logo, or any other branding provided by CMTC to Bureau as reasonably requested by CMTC from time to time, on Tickets and on Bureau's website as a hyperlink to the Ticket Window.

3.5. CMTC's Intellectual Property. Bureau hereby acknowledges CMTC's ownership of all right, title, and interest in CMN, its software and hardware, its documentation and design, and its trade name and trademarks, including the CLEAN MACHINE logo. The CMN includes all of the computer hardware and software for the interactive online storage and distribution of Content between Bureau and Ticket Holders and branded "The Clean Machine", as well as any other services that may be offered by CMTC from time to time.

4. REPRESENTATIONS AND WARRANTIES BY BUREAU: Bureau hereby represents and warrants to CMTC that: (a) Bureau has full right, power, and authority to act on behalf of any and all owners of any right, title, or interest in and to the Content, including, but not limited to, all photographs, videos, and text embodied in the Content; (b) Bureau is authorized to provide the Content to CMTC for the uses specified in this Agreement; (c) Bureau owns or controls all of the necessary rights in the Content in order to make the grant of rights, licenses, and permissions herein and has all necessary permission to make the Content available on the CMN; and (d) Bureau assumes full responsibility for all of the Content and that the Content shall contain no libelous, tortious or unlawful statements, and that the availability thereof through the Internet shall not constitute unfair competition, unfair trade practice, infringement of copyright, trademark, trade name or other proprietary or statutory rights, an invasion of privacy of others, or a violation of any local, state, federal or foreign laws.

5. INDEMNIFICATION: Bureau shall indemnify CMTC and hold CMTC and its officers, directors, employees, agents, and shareholders harmless against any and all liabilities, costs, losses, or expenses, including attorney's fees and expenses, resulting from any claim or legal action by any person or entity based upon any alleged facts which, if true, would constitute a breach by the Bureau of any of the representations and warranties

made in this Agreement or a breach of this Agreement by Bureau. CMTC shall have the right to defend any suit through counsel of its own choice and to make the Bureau a party to such suit.

6. DISCLAIMER OF WARRANTIES BY CMTC: CMTC has no control over and makes no representations or warranties, and provides no guarantees, as to the condition, quality, safety, or legality of goods or services, including Content, advertised on the Bureau's Micropayments Page, the truth or accuracy of listings, the ability of Bureau or CMTC to sell Content, the ability of Users to pay for Content, or that Bureau, CMTC, or User will actually complete a transaction. The listing of Content on the Bureau's Micropayments Page does not constitute or imply an endorsement of such Content by CMTC. THE BUREAU'S MICROPAYMENTS PAGE AND ALL CONTENT THEREON ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE FULLEST EXTENT ALLOWED BY LAW, CMTC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY CONTENT OR SERVICES PROVIDED BY CMTC UNDER THIS AGREEMENT. CMTC DOES NOT WARRANT THAT ACCESS TO THE BUREAU'S MICROPAYMENTS PAGE OR THE CMN WILL BE UNINTERRUPTED, FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. CMTC DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC LEVEL OR VOLUME OF ON-LINE SALES GENERATED BY USERS OR VISITORS TO THE BUREAU'S MICROPAYMENTS PAGE OR ANY DOWNLOAD SPEED FOR CONTENT.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL CMTC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST SALES OR PROFITS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INFRINGEMENT OR WILLFUL INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED AS TO THE POSSIBILITY OF SAME. IN NO EVENT SHALL CMTC'S LIABILITY FOR THE PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID TO CMTC BY THE BUREAU UNDER THIS AGREEMENT. The foregoing is intended as a complete allocation of the risks between the Parties relative to the Bureau's Micropayments Page and the distribution of the Content thereon, and Bureau agrees that this limitation upon remedies will not have failed of its essential purpose.

8. EXCUSE OF PERFORMANCE: CMTC shall not be in breach of this Agreement, or liable for any damages to the Bureau for any of the following: (i) CMTC is unable to maintain connectivity of the Bureau's Micropayments Page to the Internet due to system, access connection, transmission, or communication failure, or other technical or operational problems beyond its reasonable control, (ii) any harm caused to Bureau or Ticket Holders, users, or visitors to the CMN or the Bureau's Micropayments Page, by a computer hacking attack, a computer virus, or any other tortious act committed by a third-party; or (iii) CMTC is unable to perform due to a labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God, or any other cause beyond CMTC's reasonable control.

9. TERM; TERMINATION; AND EFFECT OF TERMINATION:

9.1. Term. This Agreement commences on the Effective Date and will terminate at midnight on the first Monday following the first annual anniversary of the Effective Date, unless otherwise earlier terminated as provided herein.

9.2. Termination of this Agreement. Either Party may terminate this Agreement immediately on notice to the other Party if such other Party becomes, threatens, or resolves to become subject to any form of insolvency administration or is unable to pay its debts as they come due. CMTC may terminate this Agreement immediately on notice to Bureau in the event Bureau fails to fulfill any of its obligations under this Agreement.

9.3. Effect of Termination. Immediately upon any termination, cancellation or expiration of this Agreement: (i) Bureau shall immediately pay for all fees incurred through the date of termination; (ii) each Party shall pay the other Party any and all undisputed payments due pursuant to this Agreement; (iii) CMTC may cease performance of all of CMTC's obligations hereunder without liability to Bureau; (iv) CMTC shall have a commercially reasonable time to disable access to the Bureau's Micropayments Page and Bureau's Content

thereon; and (v) Bureau shall cease immediately all use of CMTC's intellectual property. In no event shall CMTC be liable to Bureau for the distribution of Bureau's Content in the interim. Tickets will remain with the Ticket Holder and remain redeemable at any ticket window on the CMN, whether or not such ticket window is associated with Bureau.

9.4. Survival after Termination. The provisions of Sections 3.2, 3.5, 4, 5, 6, 7, 9.3, 9.4, and 10 shall survive the termination, cancellation or expiration of this Agreement for any reason. All authorizations given to CMTC by Bureau shall survive termination, cancellation or expiration of this Agreement for a commercially reasonable time for CMTC to remove Bureau's Content from the CMN.

10. MISCELLANEOUS PROVISIONS:

10.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understandings, representations or communications, oral or written, of the Parties with respect to the subject matter hereof.

10.2. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and to respective successors and permitted assigns.

10.3. Notices. Any and all notices or other communications hereunder shall be sufficiently given if in writing and sent by hand, facsimile, reputable overnight courier or by certified mail, return receipt requested, postage prepaid, addressed to the Party to receive the same at its address as set forth on in the initial paragraph of page 1 hereof, or to such other address of the Party to receive the same shall have specified by written notice to the other Party. Such notices or other communications shall be deemed to have been given on the date of such delivery. Any Party hereto may change its address for the purpose of this Agreement by notice to the other Parties given as aforesaid. Notwithstanding the foregoing, communications between the Parties regarding the administration of the Bureau's Micropayments Page or Bureau's account may be exchanged between the Parties using the contact information below the signature line. Any Party hereto may change its address for the purpose of this Agreement by notice to the other Parties given as aforesaid.

10.4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to the choice of law provisions of Illinois. Any claim relating to this Agreement must be brought within one year of the date on which the claim arises. Any dispute between the parties relating to this Agreement shall be resolved only in a federal court for the Eastern District of Illinois, Urbana Division or state court in Kankakee, Illinois.

10.5 Modifications, Amendments and Waivers. Except as otherwise provided herein, provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by an executive officer of each of the Parties hereto.

10.6. Assignment. CMTC may assign its rights and obligations under this Agreement at any time to any person or entity. Bureau may not assign its rights and/or obligations under this Agreement without obtaining CMTC's prior written consent.

10.7. Waiver. No Party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving party. No written waiver of any provision of this Agreement shall be deemed to be, or shall constitute, (i) a waiver of any other provision of this Agreement, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of this Agreement. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of any such provisions, or in any way affect the validity of either Party to enforce each and every such provision thereafter.

10.8. Captions. The captions of this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement.

10.9. Severability. When possible, each provision of this Agreement will be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Agreement is held to be

prohibited by, or invalid or enforceable under, applicable law, such provision will be ineffective only to the extent of such prohibition, unenforceability, or invalidity, without invalidating the remainder of this Agreement. The Parties will make a good faith effort to replace the applicable provision with a valid one, or one that remedies the unenforceability of such portion of this Agreement which the Parties agree has an effect that is consistent with the original provision

10.10. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

10.11. Attorneys' Fees and Costs of Enforcement. In the event of any litigation between the Parties concerning performance or non-performance of any Party's obligations under this Agreement, the prevailing Party in such litigation shall be entitled to be reimbursed by the other Parties for the costs and expenses, including, but not limited to, reasonable attorney's fees and costs, incurred or paid by the prevailing Party in such litigation.

10.12. Relationship of the Parties. The Parties are, and shall for all purposes, be deemed to be in an independent contractor relationship. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency or other similar relationship between the Parties.

IN WITNESS WHEREOF, CMTC and Bureau have executed this Agreement as of the Effective Date.

Clean Machine Ticket Company

Publication Name:

By: _____

By: _____

Print Name: THOMAS P. SMALL

Print Name: _____

Title: PRESIDENT

Title: _____

Clean Machine Ticket Company
8 Dearborn Square
Kankakee, Illinois 60901

Bureau's Designated Contact

Name: _____

Familiar name: _____

Address: _____

Publication Name _____

Phone _____

Email _____

Bureau's 2ND Designated Contact

Name: _____

Familiar name: _____

Address: _____

Phone _____

Email _____

APPENDIX A

BUREAU'S ANNUAL CHARGE: _____

UPRIGHT AD CHARGE, weekly: \$5.00

BOX AD CHARGE, weekly: \$8.00

BUREAU'S WEEKLY TICKET WINDOW CHARGES

2 cents	\$ 1.00
4 cents	\$ 1.60
8 cents	\$ 1.80
10 cents	\$ 2.00
20 cents	\$ 2.80
40 cents	\$ 4.00
60 cents	\$ 4.60
80 cents	\$ 4.80
\$1.00	\$ 5.00
\$2.00	\$ 6.00
\$3.00	\$ 7.00
\$4.00	\$ 8.00
no charge	\$ 0.50