

THE MUSIC BUSINESS NETWORK'S MEMBER CODE OF CONDUCT

The Music Business Network's Member Code of Conduct ("The Code") is an agreement outlining membership terms between you and The Music Business Network L.L.C. ("The Network"). By using The Network's services and/or our website ("Site") you acknowledge that you have read, understood, and agree to these terms and are legally bound by them.

During the membership registration process you will be prompted to click a button stating, "I certify that I have read and agree to The Music Business Network's Member Code of Conduct and Terms & Conditions." This is to ensure that you've read, understood and agree to abide by the terms set forth in each of these documents. Members (also referred to in this document as "Others") are responsible for following all rules and guidelines set forth in each of these documents. Should any member choose not to abide by any of these terms, that member hereby acknowledges that their membership will be terminated immediately.

Membership Terms:

These basic guidelines must be followed by all members and will be strictly enforced by The Network. If it is found that a member has violated The Code, we reserve the right to immediately suspend or terminate the membership. If membership is terminated due to a violation of The Code or Terms & Conditions, no refunds (in part or in whole) will be issued to the terminated member. All members are expected to fully cooperate in any and all violation and misconduct investigations. Once a membership has been terminated it can not be re-activated at any point in time. The terminated member will be banned indefinitely.

The current and recurring charge for membership is \$100 per year for students and \$100 per year for musicians. There is no membership fee for industry professionals or companies at this time. The Network reserves the right to reduce or increase the membership fee at any time. If your membership is still valid and a price increase or decrease has been imposed you will not receive a refund or be charged an additional amount (based on the new membership price) for the difference. You will be charged the new membership fee upon renewal of your membership. Memberships expire one year after registration. Please note that membership does not enable you to attend any of The Network's events for free. Your membership guarantees you a discounted price for event admission.

Memberships also expire if a member's contact information has changed but has not been updated on the Site within six months of that change or from lack of Site use occurring over a twelve month period. We do not issue memberships to anyone under the age of eighteen (this includes companies owned by individuals under eighteen years of age). Memberships are non-transferrable between individuals and/or companies.

Membership Applications & Review Process:

The Network is an exclusive and private entertainment industry networking, career development, and educational service. Prospective members must meet the following criteria: be an entertainment industry professional or company, student of the music and/or entertainment industries, or a musician; have a demonstrated passion for, skill in, and knowledge of the music and entertainment industry; want to actively participate in the growth of theirs and Others' respective careers; possess strong written and verbal (English) communication skills; be outgoing and personable; and have strong relationship management and interpersonal skills.

Applicants are admitted after extensive evaluation and investigation of personal information submitted to The Network during the registration process. Only companies and industry professionals are screened for membership (to ensure quality of services offered and delivered to Others). Investigation of information submitted for review does not constitute a background check. The Network evaluates each applicant's credentials to determine their fit with The Network's mission and goals. The Network's membership team works very hard to ensure a fair and consistent review for all applicants. Our review process is holistic, meaning we consider many factors when evaluating each membership application. Not all individuals will qualify for membership and The Network reserves the right to deny any individual or company membership.

Participation:

Active participation by members is a vital ingredient that drives The Network. As a member, you agree to be an active community participant in The Network. If another member contacts you, you're expected to respond within a reasonable and timely manner. The Network was created to assist Others in achieving their career goals. Lack of community participation or response to Other's inquiries directed to you fails to advance The Network's mission. If

members don't participate and engage with Others, their membership becomes ineffective and said member becomes a liability to Others.

Confidentiality:

The Network was founded on the principles of open communication and trust. Members are committed to sharing contact information, experiences, and insights in an atmosphere of confidentiality (as non-members are not permitted access to this information). Member data (including, but not limited to, all registration data along with photographs and video from The Network's events and interviews) is The Network's proprietary information and the dissemination of it to non-members (including, but not limited to, allowing a non-member to access and/or use your account) is strictly prohibited and grounds for immediate membership termination.

Members are not allowed to utilize The Network or the Site to solicit business on behalf of any competitive business (The Network's Competitors). Any unauthorized commercial use of our service is strictly prohibited. The obligation to preserve this confidentiality continues indefinitely (even if your membership lapses or is terminated for any reason).

Respect & Professionalism:

All members joined this community to assist Others and further both theirs and Others' career goals. In order to do so, all members agree to treat Others with common courtesy and regard the work of Others as important and valuable. It is expected that all members treat each other with respect and always act in and present themselves in a professional manner. You must respect the rights of other members of The Network otherwise your membership will be terminated.

Prohibited Conduct:

Below is a listing of conduct that is strictly prohibited. Any violations will be grounds for immediate termination of membership.

- Using The Network or Site in any way that violates the rights of Others (including intellectual property rights and rights of privacy and publicity), that may create any liability for The Network, its subsidiaries, affiliates, officers, directors, agents, contractors, and employees;
- Infringing upon or violating any third party's rights, including, but not limited to, intellectual property rights and/or rights of publicity;
- Creating or distributing content that harasses or advocates harassment of another member (including continuing to message a member after being asked to stop, or posting unwarranted negative reviews about Others or continuously filing violation reports against Others);
- Transmitting "junk mail," "chain letters," or unsolicited mass e-mails or "spamming" to members;
- Constructing a false identity in an attempt to mislead Others;
- Promoting any illegal activities or abusive, threatening, obscene, defamatory or libelous conduct;
- Advocating or enabling illegal or unauthorized copies of another person's copyrighted work (such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, movies, videos, or video games, or links, or other access to such pirated material);
- Disseminating or providing instructional information about illegal activities (such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses);
- Generating or distributing any material that exploits people in a sexual, violent or otherwise inappropriate manner;
- Producing or distributing any content that contains video, photographs, or images of a minor (regardless of whether you have consent from the minor or their legal guardian);

- Engaging in or soliciting commercial activities such as contests, sweepstakes, and sales advertising without obtaining written approval from The Network (general promotion of member business endeavors and services offered is an allowed commercial activity as it enables companies and industry professionals to advance their career goals);
- Using, inventing, or spreading content that contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, deleterious or disruptive creations, components or devices;
- Interfering with, hacking into or deciphering any transmissions to or from the clients and servers running the Site or The Network's social networking sites;
- Using any website hacking, altering or cheating software tools or using any automated scripting or "macroing" tools or software without obtaining prior consent from The Network;
- Reverse engineering, disassembling or decompiling, attempting to reverse engineer or derive code from any information accessible through the Site (including data packets transmitted to and from the Site over the Internet);
- Analyzing or attempting to analyze, decipher, "sniff", derive code transmitted to or from the Site (whether encrypted or not) or permit any third party to do any of the same, and you expressly waive any legal rights you may have to do so, including any claim that such activities constitute "fair use" or are for "interoperability purposes" under any applicable laws;
- Attempting to gain unauthorized access to The Network, member accounts, computer systems or networks connected with the Site;
- Interfering with another member or entity's use and enjoyment of The Network; or
- Making referrals to any website or URL that contains material that we deem inappropriate (including, but not limited to, pornographic and competitor sites).

Reporting Conduct Violations

The Network is committed to the fair and equal treatment of all members. If you feel as though another member has violated The Code, please report it immediately. If a member receives six violation complaints or negative service reviews that warrant action, that individual's membership will be terminated. It is extremely important that members provide violation feedback in order to help maintain the integrity of The Network. Keep in mind that reporting a suspected conduct violation does not mean that it constitutes an actual violation. The Network reserves the right, but not the obligation to, investigate any and all violation reports. Any reports made will remain confidential (unless action is taken) and your identity (regardless of if action is taken) will always remain anonymous. Please note that it is a violation of The Code to knowingly make a false report against another member, to use the reporting process to harass or intimidate a member, or to encourage Others to do so.

To report suspected inappropriate conduct and violations of The Code please email:

Violations@TheMusicBusinessNetwork.com

Obtaining & Utilizing Connection Services:

The Network offers a variety of services (including connecting members with Others who provide services to further career goals). Members understand that a suitable service provider may not be located in close proximity to their selected service provider. As such, members understand that he/she may be required to travel some distance to meet the prospective service provider. Should the member refuse to travel to meet the service provider, the member hereby agrees that The Network shall not be held responsible for that member's failure to find a suitable service provider. Based upon the experience of its past success, The Network can only direct you to the type of music service provider that you are searching for and shall not be responsible for reaching out to any member on your behalf. The Network is hereby not responsible for any of your actions or inactions or the actions (or inactions) of any service providers and/or individuals with whom you may be connected with through The Network.

After The Network provides members with contact information of service provider matches, members are solely responsible for following through and contacting those providers, arranging meetings and related logistical matters (such as transportation and payment for services rendered). The Network is not responsible for organizing meetings on behalf

of members or for ensuring that members proceed to any meetings. Each member hereby agrees that The Music Business Network shall not be held responsible for any member's failure to find a suitable service provider. Results from participation in The Network will vary and does its best to but does not guarantee results.

Legal Compliance:

Obeying the law, both in letter and in spirit, is the foundation on which The Music Business Network was built. All members agree to abide by all applicable local, state, national, and international laws. Members are solely responsible for all acts or omissions that occur under their account name. By becoming a member or using The Site you agree to defend, indemnify and hold The Network, its subsidiaries, affiliates, officers, directors, agents, contractors, and employees harmless from any liability (including reasonable attorneys' fees) arising from or related to The Network's Services or Site usage or breach of The Code of The Music Business Network's Terms & Conditions.

You agree that you will not impersonate The Network's employees or agents, customer service personnel, administrators, or other members. You also agree that you will not provide false information or intentionally withhold any information when registering with The Network. You affirm that you are at least eighteen years of age. If you are registering on behalf of a company, you affirm that you are an authorized representative of that company, are allowed to register that company with The Network and distribute its information accordingly. If you register on behalf of a company, you also agree that you will register separately as an industry professional.

All members are responsible for following all rules and guidelines set forth in The Code and The Music Business Network's Terms & Conditions. Should any member choose to not follow any terms set forth by The Network, that member hereby acknowledges that their membership will be terminated IMMEDIATELY.

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