

Enlightening Life OmniMedia, Inc.

Membership Contract for Business Listing

This agreement made on this _____ day of _____, 200__ is made between Enlightenment Life OmniMedia, Inc. (ELO), a Missouri corporation with offices at P.O. Box 7076, Lee's Summit, Missouri 64064 and _____, "Client" whose primary place of business is located at _____.

1. BACKGROUND

1.1 ELO operates a Holistic Business Resource Directory service (the Directory) on the internet accessible through its websites at www.enlighteninglife.com and www.urielheals.com, (ELO sites).

1.2 Client is a holistic business owner desiring to purchase advertising and other benefits offered through the Holistic Business Resource Directory offerings, as described in Section 2.0 DEFINITIONS.

1.3 This Contract

2. DEFINITIONS

Terms used in this Agreement are defined as follows:

ELO provides a three tier service range, including the following items, according to the type of service selected by client:

Type of Listing Services offered	Basic Listing \$20 per month	Premium Listing \$30 per month	Elite Listing \$50 per month
Business Directory listing	√	√	√
Newsletter banner ad (size depends on listing type)		√	√
Website Banner ad (size depends on listing type)		√	√
Newsletter article in Enlightenment Life newsletter		√	√
Radio Show Interview and Archive for your website			√

Prices shown reflect introductory pricing as of October 2008 and ELO may increase prices, at its sole discretion, and provide Client with thirty (30) days' written notice, sent by electronic communication, of any change in price.

Business Directory listing includes all of the following:

- Type of service offered, selected from the list of available service types:
 - **Healing Services**, including aromatherapy, Reiki and other types of energy work
 - **Holistic practitioners**, including naturopaths, acupuncture, chiropractors and other types of licensed professionals
 - **Body Workers**, including massage, Reiki, and other types of body work
 - **Intuitive Services**, including intuitive, medical intuitive, tarot reader, and other types of intuitive services
 - **Body-Mind-Spirit**, including life and spiritual coaching, spiritual psychology and other types of body, mind, spirit integration work
 - **Other**, other types of services that are not listed above; please include a description of the nature of your business in the description field. These listings will be considered on a case by case basis.

- Client name or business name
- Business physical address and hours of operation (optional)
- Telephone Number
- Website URL
- Email address
- Paragraph about client's services (maximum of 250 characters)

2.2 Newsletter and/or website Banner Ad

Banner add for website or newsletter, applicable according to the type of listing selected by client. Client will submit graphics for banner ad or may, at their discretion, submit banner, subject to ELO approval and acceptance. If no ad material is submitted by Client, ELO will create an appropriate banner ad, subject to client's review. Available banner ad sizes are:

- 468 x 60 horizontal half banner
- 234x60 horizontal half banner (top or bottom placement)
- 120x90 button (side margin placement)
- 120 x 60 button (side margin placement)
- 120X240 vertical (side margin placement)

2.3 Newsletter Article

An article written by Client to be submitted in the Enlightening Life monthly newsletter, which will also appear on the Enlightening Life website, limited to no more than 500 words (about 4 paragraphs) on a topic relevant to the owner's business. Owner retains copyright to article and may post it on their website in conjunction with its presence on the ELO newsletter and website.

2.4 Radio Show Interview

A 30 minute interview on the Enlightening Life radio show on Blog Talk radio, which averages 35 to 50 call ins, several hundred on-line listeners and 1800 to 25000 downloads per show. Customer has the right to publish their show on their website and shares copyright to the portion of the radio show that contains their interview with Enlightening Life OmniMedia, Inc.

3. TERMS

3.1 Client acknowledges that ELO has invested significant time, energy and resources to build a positive, respected presence in the spiritual community and agrees to abide within certain acceptable practices, as defined below, that will contribute to the continuation of ELO's positive presence in the holistic marketplace. These acceptable practices, including limitations on the type of business to be are defined in this Section.

3.2 Business listings are limited specifically to the following business types:
Healing Services, including aromatherapy, Reiki and other types of energy work

Holistic practitioners, including naturopaths, acupuncture, chiropractors and other types of licensed professionals
Body Workers, including massage, Reiki, and other types of body work
Intuitive Services, including intuitive, medical intuitive, tarot reader, and other types of intuitive services
Body-Mind-Spirit, including life and spiritual coaching, spiritual psychology and other types of body, mind, spirit integration work
Other, other types of services that are not listed above, and will be considered for inclusion in the listing on a case by case basis.

- 3.3 Businesses specifically excluded from consideration for listing include:
- Any business or service that focuses on paganism, witchcraft, black magic, voodoo or any type of religion
 - Any business or service that is not applicable to one of the service types listed on the websites
 - Any website that contains adult content or material that can be deemed to represent adult content, the definition of "Adult Content" to be at the sole discretion of Enlightening Life OmniMedia, Inc.
 - Any business or service that offers services of a Multi Level Marketing (MLM) nature or businesses that do not specifically provided holistic services in the specified areas.
- 3.4 ELO reserves exclusive right to deny business listings based on the criteria it has established for the listing directory.
- 3.5 Client agrees to maintain the website as submitted at the time this agreement is signed and to not make material changes to their website or business without prior notification to ELO. Failure to do so will result in the immediate termination of their listing without refund of any amounts paid.

4. PAYMENT

- 4.1 Payment will be made monthly for a full month subscription, billed through Paypal according to the terms of the listing activation and subscription process. Payment is due on the first business day of the month and can be made by automatic credit card deduction through Paypal. If payment has not been received within five (5) business days after the first of the month, Client's listing and any advertising will be immediately removed and will not be reinstated until payment has been made. Clients who submit late payments more than three times within a three month period will be removed from the listing directory.
- 4.2 Payment is payable in US dollars. Clients not wishing to utilize credit card payments may submit a business or personal check or money order for payment, sent to ELO's business address as provided in the NOTICES section of this agreement. Client is responsible for ensuring that payment arrives on time, by the first business day of the month.
- 4.3 Any check returned for insufficient funds or credit card payment reversed for balance overages will be charged a \$30 processing fee, as well as all applicable fees in the case of returned checks. Clients who cancel payment of a check or credit card payment without first notifying ELO of the proposed cancellation will be charged a \$30 processing fee and their listing will be removed.

5. RENEWAL

- 5.1 With automatic payment
- 5.1.1 If Client's account is on automatic payment, their listing will automatically renew on a monthly basis.
- 5.2 With monthly payment
- 5.2.1 If Client's account is on monthly self-pay, their listing will continue as long as payment is made in a timely manner, as described in Section 4 above. Failure to make timely payments will result in immediate removal of their account. Client

will be notified in writing, via electronic communication (email) thirty (30) days prior to the expiration of their account.

6 REFUNDS

6.1 Refunds are not provided except in specific cases, which will be reviewed individually by ELO. ELO warrants that it will perform according to the terms of this Agreement and notify client of any problems with their advertising or account. If nonperformance by ELO is determined, in accordance with the terms of this section of Section 6.2.1, Force Majeure, Client will receive a refund of any unused portion of their business listing fee. If nonperformance by Client is determined, no refund will be issued.

6.2 Force Majeure

6.2.1 In the case of force majeure, such as long term electrical outages, storms, fire, ISP related outages, floods or any other type of event that is outside the physical control of ELO, client services will be restored as soon as possible. ELO may, at its sole discretion, provide discounted or pro-rated services if the Business Listing is unavailable for significant periods of time.

7 MARKETING

7.1 The Business Directory provides holistic business owners with a venue to market their business and services.. ELO will actively market Client's business, according to the package type purchased which shall include, but not be limited to:

7.1.1 Actively marketing the Holistic Business Resource Directory to the Uriel Heals and Enlightening Life communities.

7.1.2 Fulfilling all terms of the listing packages as described herein.

8 WARRANTY

8.1 ELO provides no warranty as to the success of Client's presence in the Directory as this is deemed to be wholly in Client's control. ELO warrants that it will fulfill all terms of its agreement with Client, according to the terms and conditions defined herein.

8.2 Client warrants that it will maintain a working website in accordance with the terms of this agreement. Client will notify ELO of any substantive changes to the content, images or other website message or functionality. ELO is not responsible for failure to perform if Client makes substantive changes to its website, including changing the URL or addresses referred to in banner links.

9 AMENDMENT

No change, amendment or modification of any provisions of this Agreement shall be valid unless agreed to in writing by both parties. This Agreement sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the parties with respect to the transactions set forth herein.

10 ASSIGNMENT

Neither ELO nor Client will assign, delegate or otherwise transfer this Agreement or any right hereunder, either in whole or part (whether by express transfer, operation of law or otherwise) without the prior written consent of ELO, except ELO may transfer or assign this Agreement without prior consent to any of its subsidiary or affiliate companies or successor either now existing or hereafter organized. Any attempted or purported assignment or other transfer not complying with the foregoing shall be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties hereto

11 SEVERABILITY

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

12 INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. No party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

13 NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party, of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance.

14 NOTICE

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes

- (i) on the delivery date if delivered by electronic mail;
- (ii) (ii) on the delivery date if delivered personally to the party to whom the same is directed;
- (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or
- (iv) five (5) business days after the mailing date whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available to the Contact at the address of the party to whom the same is directed.

TO ELO

By regular mail:
Enlightening Life OmniMedia, Inc.
P.O. Box 7076
Lee's Summit, MO 64064-7076 USA

By Overnight Carrier or Special Delivery
Jennifer Hoffman
3505 NE Lacewood Court
Lee's Summit, MO 64064 USA

TO CLIENT

15 Governing Law

This contract shall be adjudicated under the laws of the State of Missouri, U.S.A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Enlightening Life OmniMedia, Inc.

Client

Signatory:

Signatory:

Signature

Name:

Name:

Title:

Title:
