hrMarketsource Directory Listing Information

Who is hrVillage.com?
HRVillage.com is a web destination created by human resources professionals to help companies manage their most important assets—their employees! Our web site visitors include HR specialists and generalists from mid- and large-sized corporations, as well as owners and managers of smaller businesses and startup ventures. HRVillage connects them to a wealth of information, tools and other resources that will help them achieve their HR goals and solve their HR problems.

What is our hrMarketsource directory?
The HRMarketsource directory, to be launched on HRVillage.com in July 2000, will offer the web’s most comprehensive and useful directory of HR goods and services providers. The directory will help users find providers who offer everything from books to software, executive coaches to benefits administrators, training programs to legal advisors, compensation consultants to vendors of corporate gifts, and much more. More than just a simple categorized listing, both seekers and providers of HR goods and services will find HRMarketsource to be:

- **All-Inclusive**: we’ll include basic listings for all HR goods and services providers free of charge, giving users ultimate choice and control over who is best qualified to serve their needs.
- **Searchable and Sortable**: we’ll let users search and sort by company name, product category, location and other parameters to allow fast and easy identification of providers that meet their needs.
- **Targeted**: we’ll connect providers of goods and services directly to those seeking solutions to achieve their HR goals and solve their HR problems, all within the context of an HR-specific web destination.
- **Timely**: we’ll help goods and services providers gain on-demand exposure through user initiated searches.
- **Value-Added**: we’ll allow goods and services providers opportunities to enhance their exposure by including more detailed contact and product information, web site and email hyperlinks, and corporate logos.

FREE BASIC LISTING! List your company in the HRMarketsource directory today!
To enhance your listing, see the descriptions and ABC Group examples below to decide which one works best for you.

<table>
<thead>
<tr>
<th>BASIC (1)</th>
<th>hrCONNECT (2)</th>
<th>hrEXTEND (3)</th>
<th>hrBRAND (4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Group 1234 Main Street Anytown, USA 98765 Voice: (321) 456-7890 Fax: (321) 456-7891</td>
<td><a href="http://www.abcgroup.com">www.abcgroup.com</a> 1234 Main Street Anytown, USA 98765 Voice: (321) 456-7890 Fax: (321) 456-7891</td>
<td>The ABC Group offers strategic benefits consulting and compensation consulting services, including systems design, executive compensation and</td>
<td>ABC Group <a href="http://www.abcgroup.com/">http://www.abcgroup.com/</a> 1234 Main Street Anytown, USA 98765 Voice: (321) 456-7890 Fax: (321) 456-7891 Contact: Jane Jones (321) 456-7865 <a href="mailto:jjones@abcgroup.com">jjones@abcgroup.com</a></td>
</tr>
<tr>
<td>Company name</td>
<td>Bold company name Hyperlink to your company web site Company contact name with direct phone and email hyperlink</td>
<td>A 100-word description of the company’s products Deep hyperlinks to pages within the company’s web site that offer more detailed product information</td>
<td>Company logo hyperlinked to company web site</td>
</tr>
<tr>
<td>Company address</td>
<td>Company phone and fax Inclusion in an unlimited number of appropriate goods/services categories</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ORDER YOUR ENHANCED LISTING before July 1, 2000, and receive a special introductory rate!
Details are available on the attached insertion order form.
DIRECTORY LISTING ORDER FORM

CONTACT INFORMATION (for HRVillage use only; company info to be included in listing should be provided on page 2)

Business Name: ____________________________________________________________
Contact Name: _____________________________________________________________
Email: _________________________________________________________________
Address: _________________________________________________________________
City: ___________________________ State/Province: _____________________________
Postal Code: ______________________ Country: ________________________________
Phone: ___________________________ Fax: ________________________________

DIRECTORY LISTING ORDERED (also complete information on page 2, as required by listing type ordered)

1. Check ONE box below to designate listing type you want to order.
2. On page 2, complete only the sections (A thru E) required for the listing type you ordered.
3. Complete CONTACT INFORMATION (above) and PAYMENT INFORMATION (below for all listings other than “Basic”).

<table>
<thead>
<tr>
<th>LISTING</th>
<th>COST</th>
<th>SECTIONS TO BE COMPLETED ON PAGE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Listing</td>
<td>No Charge</td>
<td>A and B only</td>
</tr>
<tr>
<td>hrCONNECT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 months</td>
<td>$200 ($175 if ordered before 07/01/00)</td>
<td>A, B and C</td>
</tr>
<tr>
<td>12 months</td>
<td>$350 ($300 if ordered before 07/01/00)</td>
<td>A, B and C</td>
</tr>
<tr>
<td>hrEXTEND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 months</td>
<td>$450 ($400 if ordered before 07/01/00)</td>
<td>A, B, C and D</td>
</tr>
<tr>
<td>12 months</td>
<td>$825 ($750 if ordered before 07/01/00)</td>
<td>A, B, C and D</td>
</tr>
<tr>
<td>hrBRAND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 months</td>
<td>$650 ($575 if ordered before 07/01/00)</td>
<td>A, B, C, D and E</td>
</tr>
<tr>
<td>12 months</td>
<td>$1200 ($1100 if ordered before 07/01/00)</td>
<td>A, B, C, D and E</td>
</tr>
</tbody>
</table>

Start Date: ___________________________ End Date: ___________________________

PAYMENT INFORMATION (please do not send cash)

Payment Amount: ___________________________ Name (please print): ___________________________
Check Number: ___________________________ Signature: ___________________________

INSERTION ORDER AGREEMENT

By completing and signing this insertion order, the advertiser/agency agrees to the terms set forth above and on the attached General Terms and Conditions:

Signature: ___________________________ Date: ___________________________
Title: ___________________________ Company: ___________________________

Return completed and signed insertion order, including directory listing information on page 2, with payment to:

HRVillage.com
651 West Washington Boulevard
Suite 302
Chicago, IL 60661

FOR OFFICE USE ONLY:

Insertion Order #: ___________________________ Date Submitted:_________________________
HRVillage Account Representative: ___________________________
**Section A (complete for all listing types)**

**FORMAT(S) OF GOODS AND/OR SERVICES (check all that apply):**
- Consulting Services
- Information Goods & Services
- Legal Services
- Administrative Services & Outsourcing
- Technology Goods & Services
- Systems Integration Services
- Application Software & Services
- Other Goods & Services

**HR DISCIPLINE OF GOODS AND/OR SERVICES (check all that apply):**
- Benefits
  - Corporate Concierge Services
  - Disability Insurance
  - Employee Assistance Programs
  - Executive Benefits
  - Family Medical Leave Act (FMLA)
  - Flexible Benefits/Cafeteria Plans
  - Flexible Spending Accounts
  - Health Insurance
  - Life Insurance
  - Military Leave
  - Relocation
  - Retirement/Pension/401K/ESOP Plans
  - Tuition Assistance
  - Workers Compensation
  - Benefits--Misc.
- Compensation
  - Compensation Systems Design
  - Corporate Gifts/Awards/Recognition Programs
  - Equity Offerings/Stock Options/ESOPs
  - Executive Compensation
  - Incentives/Variable Pay/Gain-Sharing
  - Job Descriptions & Documentation
  - Job Evaluation/Analysis
  - Payroll
  - Salary & Wage Data/Surveys
  - Time & Attendance
  - Compensation--Misc.
- Organization Design & Development
  - Alternative Work Arrangements (flexible staffing, hoteling, telecommuting, etc.)
  - Change Management/Reorganization
  - Downsizing
  - Organization Design
  - Organizational Culture
  - Succession Planning
  - Team Development
- Employee Health & Safety
  - Ergonomics
  - Sexual Harassment
  - Standards
  - Wellness
  - Work-Life Balance
  - Workplace Security
  - Employee Health & Safety--Misc.
- Labor Relations
  - Arbitration/Mediation
  - Certification/Decertification
  - Collective Bargaining
  - Compliance
  - Mediation & Dispute Resolution
  - Positive Labor Relations
  - Work Stoppage/Strikes/Lock-Outs
  - Unions
  - Labor Relations--Misc.
- Other Goods & Services

**Section B (complete for all listing types)**

Business Name: ________________________________
Address: ______________________________________
City: __________________________ State/Province: __________
Postal Code: __________________________ Country: __________
Voice Number: __________________________ Fax Number: __________

**Section C (complete for hrConnect, hrExtend, hrBrand listings)**

Web Site URL (includes hyperlink): http://
Contact Name (to appear in listing): ________________________________
Contact Voice Number: __________________________ Contact Email Address: ________________________________

**Section D (complete for hrExtend, hrBrand listings only)**

Description of goods/services (up to 100 words; include URLs as <http://...> to denote hyperlinks to product web pages where desired):

______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

**Section E (complete for hrBrand listings only)**

Who should HRVillage contact to obtain logo in digital format (JPG or GIF, 120x120 pixel max) for listing:
- Same as named in CONTACT INFORMATION on page 1
- Other (provide name, phone number and email address below)

Name: __________________________ Phone: __________________________ Email: __________________________

HRVillage.com, 651 West Washington Boulevard, Suite 302, Chicago, IL 60661, Tel (312) 902-1606, Fax (312) 902-1612
GENERAL TERMS AND CONDITIONS FOR DIRECTORY LISTING INSERTION

1. **General.** A signed insertion order and payment must be submitted to HRVillage.com LLC (HRV) no less than seven (7) days prior to insertion start date. By submitting information for inclusion in the HRMarketspace directory within the HRVillage.com web site, advertiser/agency agrees to be bound by the terms of this contract. No conditions other than those set forth herein shall be binding on HRV unless specifically agreed to in writing by HRV. This contract supersedes all terms and conditions on HRV’s rate cards.

2. **Changes and Cancellations.** All information and artwork must be received at least seven (7) days prior to insertion start date. Cancellations will not be accepted after the agreed start date. Changes to information and artwork must be received by HRV at least seven (7) days prior to requested change date. Any cancellations or change orders must be made in writing and acknowledged by HRV. This contract may be canceled by HRV or advertiser/agency with 30 days prior written notice to the other party.

3. **Payment.** Unless otherwise agreed in writing, payments due HRV are payable no less than seven (7) days prior to insertion start date.

4. **Licenses and Indemnification.** The advertiser/agency represents that the advertiser is the owner or is licensed to use the entire contents and subject matter contained in its directory listing, including, without limitation, (a) the names and/or contact information of persons; (b) any copyrighted material, trademarks and/or depictions of trademarked goods or services; and (c) any testimonials or endorsements contained in any advertisement submitted to HRV. In consideration of HRV’s acceptance of such advertisements and information for publication, the advertiser and agency will jointly and severally indemnify and hold HRV and its affiliates harmless against all loss, liability, damage and expense of any nature (including attorney’s fees) arising out of the copying, printing, distributing, or publishing of advertiser’s/agency’s advertisements. If advertiser possesses any preexisting copyright interests in the advertisements, advertiser grants HRV the rights to use, reproduce, and distribute the advertisements.

5. **Rejections.** HRV reserves the right, without liability, to reject, omit or exclude any advertisement or portion thereof, or to reject or terminate any links for any reason at any time, with or without notice to the advertiser/agency, and whether or not such advertisement or link was previously acknowledged, accepted, or published.

6. **Limitation of Liability.** HRV shall not be liable for any errors in content or omissions. Should an error appear in an advertisement, HRV’s liability will be limited to the cost of the advertisement (prorated for the publishing period completed). HRV will not be liable for any delays in delivery and/or non-delivery in the event of an act of God, action by any government entity, transportation, strike, network difficulties, electronic malfunction, etc., or any feasibility, reliability, or effectiveness related to the HRV web site. HRV does not represent or warrant that the HRV web site will meet the objectives or needs of the advertiser/agency or any third party. In no event will HRV be liable for any failure, disruption, downtime, interruption, miscalculation, delay, inaccuracy, or any other nonperformance related to the HRV web site. **UNDER NO CIRCUMSTANCES WILL HRV BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF HRV HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.**

7. **Choice of Law and Forum.** This contract shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provision, and with the same force and effect as if fully executed and performed therein. Each party hereby consents to the personal jurisdiction of the State of Illinois, acknowledges that venue is proper in any state or Federal court in the State of Illinois, agrees that any action related to this Agreement must be brought in a state or Federal court in the State of Illinois, and waives any objection that may exist, now or in the future, with respect to any of the foregoing.

8. **Miscellaneous.** This contract cannot be sold, assigned or transferred by advertiser/agency to any party. If any portion of the contract is found unenforceable for any reason, the remainder will remain in full force and effect. No waiver by HRV shall operate as a waiver of any other provision or any subsequent default. These terms represent the entire agreement of the parties. HRV will not be bound by the representations of any agents, brokers, or other third parties. Any modifications must be in writing and signed by an authorized representative of HRV.