

MDC START-UP CHALLENGE
TERMS & CONDITIONS (JUNE 2010)

BY SUBMITTING AN APPLICATION TO THE MDC START-UP CHALLENGE, YOU (“PARTICIPANT”) CONSENT AND AGREE TO THESE TERMS & CONDITIONS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR APPLICATION AND THE PERSONAL INFORMATION COLLECTED FROM YOU MAY BE SHARED WITH MDC PARTNERS, ITS AFFILIATES AND ITS EMPLOYEES.

1. **MDC Start-Up Challenge:** The Start-Up Challenge is an opportunity to launch your new business venture by submitting a business plan or proposal to MDC Partners. MDC will select one proposal and provide \$1 million of financing to fund the new venture on mutually acceptable terms and conditions.

2. **Applications:** Interested individuals should submit a proposal or business plan on-line to startup@mdc-partners.net. Participants who are invited to continue the process at each stage will be asked to participate in interviews and submit additional materials, at MDC Partners’ sole and absolute discretion.

3. **Terms of Application Submission.**

For good and valuable consideration (including, without limitation, the possibility of publicity using your name and application information), the receipt and sufficiency of which are hereby acknowledged, Participant is submitting certain start-up venture proposal(s), idea(s), concept(s), communication(s) and/or material(s) (the “*Application*”) for the benefit of MDC Partners upon the following express understandings and conditions:

(a) Participant represents and warrants that their entire business proposal: (i) has been legally obtained or created; (ii) does not violate applicable laws or regulations; (iii) the Participant has not granted or transferred any rights in the submission to any third party; and (iv) Participant has not done anything which has impaired and will not do anything to impair the rights granted to MDC Partners in any way.

(b) Participant agrees to indemnify and hold harmless, MDC Partners and its subsidiaries, affiliates, and the directors, officers and employees, from and against any and all claims, losses, costs, damages, liabilities and costs and expenses (including reasonable attorneys' fees costs) which arise out of any breach of any of Participant’s covenants, agreements, obligations, representations or warranties set forth herein or otherwise in connection with Participant’s Application.

(c) MDC Partners will use commercially reasonable efforts to maintain the confidentiality of the Application. Participant should only submit an Application if Participant is comfortable with sharing its proposal and other Application information.

(d) Participant acknowledges and understands that there is no guarantee that any business plan or proposal will be implemented or financed by MDC Partners. MDC Partners will make the final determination as to which Applications and Participants are eligible to participate in the Program. MDC Partners reserves the right to cancel, modify or postpone the entirety or portions of this Program at any time, in its sole discretion.

4. **Limitation of Liability.** No liability or responsibility is assumed by MDC Partners resulting from any Participant’s submission or attempt to participate or ability or inability to upload or download any information in connection with participation. By participating and by acceptance of these *Terms and Conditions*, Participant releases MDC Partners from any and all claims, damages or liabilities arising from or relating to Participant’s participation.