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## Membership Agreement

This Membership Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and entered into by and between the Association for Enterprise Growth, a not-for-profit Delaware corporation ("AEG"), having its Administrative Headquarters at 316 Main Street, Norwich VT 05055,

and \_\_\_\_\_, (the "Member," "Membership"), doing business at

\_\_\_\_\_ and acting as a(n) \_\_\_\_\_ Advisor, as further defined herein. AEG and Member are collectively referred to as the "Parties".

### Recitals

WHEREAS, AEG is a not-for-profit corporation whose aims are to a) promote growth in market value and operational control of businesses, b) help optimize personal wealth of business owners and related parties, and c) promote the economic strength of our community through education, access to professional products and services and outreach; and

WHEREAS, AEG furthers these aims through both local groups of Members and national programs; and

WHEREAS, Members further these aims by selling via the AEG products and services including but not limited to professional expertise and advice to business owners and related parties;

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

### 1. Membership

1.1. Membership can be held by individuals.

1.2. Categories: There are three (3) categories of AEG membership, all of help further the AEG's aims in the community of business owners and related parties (the "Community"). Membership may only be held in one category at a time.

1.2.1. Business Advisor: provides broad, general business advisory services to the Community on behalf of a local AEG group, within that local area;

1.2.2. Specialty Advisor: provides focused, specialized advisory services to the Community on behalf of a local AEG group, within that local area;

1.2.3. Ad-Hoc Advisor: provides services as required from time to time to the Community on behalf of a local AEG group, within that local area. In contrast to Business Advisors and Specialty Advisors, Ad-Hoc Advisors are not formal participants in any local group, and only participate in local membership meetings or sales and marketing programs and events by specific invitation from AEG.

1.3. Membership Fees: Member agrees to pay the fees established for its Membership Category as set forth in Appendix 1 ("Membership Fees").

1.3.1. Membership Fees shall be paid monthly in advance, using a credit card kept on file for this purpose by AEG or its designee.

1.3.2. Membership Fees may be amended from time to time with the written consent of a 50% +1 majority of the Members.

1.4. Joint Memberships: Up to two individuals from the same legal entity may share a joint membership as primary and alternate Members; a surcharge to the Membership Fee may apply. All payments for joint memberships must be made via one bank account or credit card payment. Both persons must be individually approved for membership as set forth herein. Each joint member is responsible for ensuring the other complies with this Agreement. Only the primary member will be listed on the website. Except for general meetings of the membership, one of the joint members shall represent the joint membership at AEG events. If and when voting is called for, the joint membership shall share one single vote.

1.5. Cost and Expenses: Each Member shall bear all of its own costs and expenses related to membership in AEG including, including but not limited to membership application fees, all travel and other expenses associated with Member's participation in AEG marketing, organizational meetings, networking and delivery of professional services.

1.6. Non-Transferability of Membership: Memberships may not be transferred to any other individual except by prior written approval of AEG, and are subject to meeting all requirements for membership current at the time of transfer.

## **2. Services by Member to AEG:**

2.1. Membership Dues: Member shall timely make all payments specified hereunder.

2.2. Organizational Support: Member will support the AEG's aims and work collaboratively with other Members by providing professional advisory services and educational support to the Community.

2.3. Contributions to AEG Operations: Membership in AEG requires reasonable service to AEG's committees, meetings and events. Such service shall be in line with that required by similar professional organizations.

2.4. Contribution to AEG Intellectual Property: Members will contribute personal and professional work product and intellectual property to further the aims of the AEG (collectively, "Content") in an amount, form and frequency approved by the Members. AEG may distribute Content through printed, electronic or other means, including but not limited to publishing on AEG's various websites and/or in promotional or educational materials transmitted to the Community.

2.4.1. Examples of Content include but are not limited to:

2.4.1.1. Member's Professional Biography

2.4.1.2. Articles

2.4.1.3. Blog Posts

- 2.4.1.4. White papers
  - 2.4.1.5. Interviews
  - 2.4.1.6. Professional Expertise and Opinion
  - 2.4.1.7. Speeches and Public Presentations
  - 2.4.1.8. Webinars
  - 2.4.1.9. Demonstrations
- 2.5. Non Exclusive Joint Right to Use Content: By delivering Content to AEG, Member specifically grants AEG and its designees the right to publish and distribute the Content. Member warrants it has the right to allow such publication and distribution. Member hereby indemnifies and holds AEG harmless from any and all claims by third parties stemming from use by AEG of the Content.
- 2.6. Compliance with Policies: Member agrees to abide by all applicable rules of conduct and policies as agreed from time to time by the membership, in accordance with generally accepted professional ethics and standards.
- 2.7. Use of Technology: Member is required to become proficient in and use certain technologies as specified by AEG. Member specifically recognizes that use of these technologies is critical to AEG's aims and to efficient communications regarding AEG aims between Members, and between AEG and Members. These technologies include:
- 2.7.1. CoreValue Software and services: CoreValue shall be the sole and exclusive method used by AEG, and by Member in furtherance of AEG's aims, to measure Community companies' operational health and value. Member hereby undertakes and agrees to use the CoreValue software and process with AEG clients (except where such client declines such use) and in accordance with any AEG guidelines.
  - 2.7.2. LM2 Software and services: LM2 shall be the sole and exclusive method used by AEG, and by Member in furtherance of AEG's aims, for customer relationship management and for tracking contacts, sales and marketing progress, information, notes, and results. Member hereby undertakes and agrees to use the LM2 software and process with every AEG client and in accordance with any AEG guidelines.
- 2.8. Use of Names, Publicity: Any Member may disclose and publicize such Member's Membership in the AEG, within then-current AEG guidelines. Member shall assist AEG in publicly announcing their membership within ninety (90) days of the Effective Date.
- 2.9. Non-liability of Member: No Member shall be liable for the debts, liabilities, or obligations of AEG merely by reason of being a Member.
- 2.10. Members cannot bind or otherwise obligate AEG to agreements, contracts or payments without the express, written consent of the AEG.

### **3. Services by AEG to Member**

- 3.1. Budget: AEG shall collect Membership fees, and shall use these funds to further the AEG's aims, including but not limited to funding the AEG marketing and lead generation activities.
  - 3.2. Sales and Marketing: AEG shall, by itself or through designated third parties, execute the AEG sales and marketing plan adopted by the Members. It is the specific goal of this sales and marketing plan to generate opportunities for Members to provide products and services to the Community in furtherance of AEG aims.
  - 3.3. Coordination of Member Work: AEG will provide technologies and programs that help coordinate interactions and work between Members, and between Members and the Community.
  - 3.4. Availability of Technology: AEG shall exert reasonable efforts to ensure that the technologies described in Section 2 are available to Member in accordance with relevant licenses and terms of use.
  - 3.5. Distribution of Content: When Members submit relevant and approved Content, AEG may distribute such Content to the Community in furtherance of AEG's marketing goals, with attribution to Member.
  - 3.6. Appointments: AEG shall provide best efforts to generate face to face, telephonic or electronic appointments between Members and the Community.
4. **Term and Termination**
- 4.1. Term: This Agreement shall be effective for a term of 12 months beginning when:
    - 4.1.1. Signed and delivered to AEG by the Member including payment, and
    - 4.1.2. Member has successfully completed all application requirements including but not limited to professionally-administered personal history verification, and
    - 4.1.3. Accepted by AEG as evidenced by countersignature of this Agreement.
  - 4.2. Termination: This Agreement may be terminated as follows:
    - 4.2.1. Member may terminate their Membership for any reason by giving the AEG ninety (90) days notice in writing,
    - 4.2.2. By AEG where a Member fails to meet any obligations set forth herein, and such failure continues after 30 calendar days following issuance to the Member of written notice thereof;
    - 4.2.3. Upon such other terms as may be agreed from time to time by the Membership.
  - 4.3. Membership Renewal: Unless terminated by either party as set forth herein, Membership shall renew automatically for successive One Year terms.
  - 4.4. Refund of Dues Payment: If AEG terminates a Membership for any reason, the Member shall within 30 days receive pro-rata repayment of applicable prepaid annual dues for the unexpired membership duration.
  - 4.5. Member shall be obligated to pay all costs, expenses and dues that accrued prior to the termination date.
  - 4.6. Subsections 4.4 and 4.5 shall survive termination.

## 5. General Provisions

- 5.1. Authority to Execute: Member hereby represents and warrants to AEG that a) it has full right, power and authority to enter into and execute this Agreement, b) if a corporation or other legal entity, it has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.
- 5.2. No Assignment: This Agreement may not be assigned by the Member in whole or in part without the prior written consent of AEG.
- 5.3. No Confidentiality: This Agreement does not confer any confidentiality rights. Materials requiring the protections of confidentiality shall be specifically covered by a separate confidentiality agreement duly executed by Member and AEG
- 5.4. Disclaimer of Warranty: EXCEPT AS OTHERWISE AGREED IN WRITING, ALL INFORMATION PROVIDED UNDER THIS AGREEMENT, IS PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, ACCURACY, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.5. Disclaimer of Liabilities: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEG PROVIDES PRODUCTS AND SERVICES ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH MEMBER. AEG AND ITS SUPPLIERS, CONTRACTORS, AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY EXPRESSLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT; (B) OF ADEQUACY, ACCURACY, TIMELINESS, AND COMPLETENESS OF CONTENT OR RESULTS; (C) ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (D) OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. MEMBER IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY INFORMATION AND CONTENT.
- 5.6. Relationship of Parties: This Agreement does not make either party the employee, agent, or legal representative of the other for any purpose. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. Each party agrees to provide reasonable cooperation with designated service providers, contractors, agents, and representatives of the other party. This Agreement confers no property rights between the parties. Nothing in this Agreement shall be construed to prohibit or restrain the entry by a Member into any separate contract or agreement with other Members or third parties on any terms.
- 5.7. Force Majeure: Notwithstanding anything in these conditions to the contrary neither AEG nor the Member shall be liable to each other for any loss or damage consequential or otherwise caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock out, trade

dispute, enemy action, rioting, civil commotion, fire, force majeure, or other similar contingency beyond the control of either of them.

- 5.8. **Governing Law:** This agreement shall be governed by laws of Maryland, the Parties consenting to the jurisdiction and venue of Maryland.
- 5.9. **Legal Compliance:** Member agrees to comply at all times with all applicable laws, rules and regulations with respect to their performance hereunder. Member understands that they may be competitors with other Members and that neither the member nor any of their representatives shall act in a manner which violates any applicable antitrust laws and regulations.
- 5.10. **Headings:** The headings to the paragraphs hereof are for convenience and reference purposes only and shall not be used in the interpretation of the content of this document.
- 5.11. **No other rights granted:** No other license to any patent, trade mark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereof except where expressly stated.
- 5.12. **Entire Agreement:** This Agreement, together with Appendix 1 embodies the entire understanding between the Parties regarding the Member's participation in AEG, and cancels and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to its subject matter.
- 5.13. **Counterparts:** This Agreement may be executed in one or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original, but collectively shall constitute one and the same Agreement.
- 5.14. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM PARTICIPATION IN THIS AGREEMENT OR DELIVERY OF PRODUCTS AND SERVICES HEREUNDER, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, MONETARY DAMAGES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF DATA, OR LOSS OF USE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT; (B) BREACH OF WARRANTY; (C) NEGLIGENCE; OR (D) ANY OTHER CAUSE OF ACTION. THE MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL OF MEMBER'S CLAIMS ARISING OUT OF, BASED ON OR RESULTING FROM THE AGREEMENT WILL NOT EXCEED THE ACTUAL DIRECT DAMAGES INCURRED BY MEMBER IN RELIANCE UPON THE AGREEMENT UP TO THE AMOUNT OF FEES PAID BY MEMBER IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM IS MADE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. WHERE ANY OF THE ABOVE DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY ARE DISALLOWED BY A COURT OF COMPETENT JURISDICTION, AEG'S liability is limited to the greatest extent permitted by law, or \$30,000, whichever is less.**
- 5.15. **Notices.** Notices permitted or required to be given under this Agreement shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service, or by facsimile addressed to the respective addresses of the parties as first above written or at

such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the fifth (5th) day following mailing, as may be the case, whichever occurs first.

5.16. Entire Agreement. This Agreement, including Appendix 1 constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all proposals, oral or written, and all negotiations, conversations, discussions, previous agreements between the Parties. This Agreement governs to the extent that there is a conflict between this Agreement and any past agreement. Member hereby acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.

5.17. Amendment. This Agreement may not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by the Parties.

5.18. Severability. If any provision of this Agreement is found unenforceable under any the applicable laws or regulations, such provision shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other provisions of this Agreement.

Signed by:  
Member

Accepted by:  
Association for Enterprise Growth

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Signed

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## Appendix 1 to Membership Agreement

### Membership Fees (Circle Applicable Level and Joint Membership, if applicable)

- 1 Business Advisor – \$400 per month, payable on the first of each month in advance, and with a 12-month commitment.
- 2 Specialty Advisor – Category 1 - \$350 per month, payable on the first of each month in advance, and with a 12-month commitment.
- 3 Specialty Advisor – Category 2 - \$250 per month, payable on the first of each month in advance, and with a 12-month commitment.
- 4 Associate Advisor – \$250 per month, payable on the first of each month in advance, and with a 12-month commitment.
- 5 Joint Membership: 25% surcharge added monthly to applicable Membership Fee.

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