



## MEMBERSHIP AGREEMENT

This CEO Roundtable Membership Agreement (the "Agreement") is made by and between you ("you or the "Member") and TOWER STONE GROUP LLC, d/b/a CEO Roundtable ("CEO Roundtable").

- 1. Membership Services and Terms.** Member agrees to membership standards, terms and fees as specified under the Membership Summary provided to the Member. CEO Roundtable may update the Membership Summary from time to time. In the event of any conflict between the then current Membership Summary and this Agreement, this Agreement shall prevail.
- 2. Term.** Your membership shall continue until terminated by either you or CEO Roundtable upon providing written notice. Upon such termination, the remaining un-paid dues as provided for in the Membership Summary, if any, are due and payable and all dues paid are non refundable. Upon termination the Member agrees to cease any representation that they have any affiliation with CEO Roundtable, and agrees to return any Confidential Information it its possession and remove all statements of affiliation with CEO Roundtable.
- 3. Confidentiality.** Member agrees at all times during the term of its membership with CEO Roundtable and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity without written authorization of CEO Roundtable or such other member of CEO Roundtable who disclosed such Confidential Information ("Disclosing Party"), any Confidential Information which Member obtains. Member understands that "Confidential Information" means any proprietary information, technical data, trade secrets, know-how, or other business information disclosed to Member by Disclosing Party either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, whether or not during CEO Roundtable meetings or events. Confidential Information does not include any of the foregoing items which has become publicly and widely known outside of the CEO Roundtable membership group and made generally available through no wrongful act of Member or of others who were under confidentiality obligations as to the item or items involved. Member represents that its membership and performance of all terms of this Agreement and its disclosure of information to the CEO Roundtable membership group does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Member in confidence or trust prior or subsequent to the commencement of Member membership with CEO Roundtable.
- 4. Warranties; Limitation of Liability.** Member acknowledges and understands that all aspects related to the CEO Roundtable® membership program, and all services, work product or deliverables provided by CEO Roundtable under this Agreement ("Services") are provided "as is" and without warranty by CEO Roundtable or its third party providers of any kind and, to the maximum extent allowed by applicable law, CEO Roundtable and its third party licensors and providers expressly disclaim all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose or any warranty of non-infringement. CEO Roundtable shall not be liable to Member (or to any person claiming rights derived from Member's rights) for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, in any way related to this agreement. In no event shall CEO Roundtable's total liability for a claim under this agreement exceed the total amount paid during the three-month period prior to the date the claim arose.
- 5. Indemnification.** Member shall indemnify, defend and hold harmless CEO Roundtable, its subsidiaries, affiliates, officers, employees, contractors and agents, and other service providers from and against all claims and losses (including costs of defense and reasonable attorney's fees) of any nature arising out of, resulting from, or relating to, Member's violation of the terms of this Agreement.

Member further agrees that it will not hold CEO Roundtable OR other CEO Roundtable members liable for any advice, information or recommendations Member may or may not receive.

**6. General Provisions.**

- a. *Independent Contractor.* Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between CEO Roundtable and Member.
- b. *Successors and Assigns; Notices.* This Agreement shall be binding on, and inure to the benefit of, any successor or assignor CEO Roundtable. Member shall not be entitled to assign this Agreement in whole or in part without the prior written approval of CEO Roundtable. All notices and other communications required or permitted under this Agreement shall be in writing and personally delivered or emailed.
- c. *Governing Law.* This Agreement will be governed in all respects by the laws of the Commonwealth of Massachusetts (without regard to conflicts of law provisions). Any dispute between the parties concerning the scope or interpretation of this Agreement, including any dispute regarding the applicability or enforceability of this section, shall be submitted to the courts located in the Commonwealth of Massachusetts. In any action, suit, proceeding, claim or counterclaim brought to enforce this Agreement, the prevailing party shall recover its costs, fees and expenses, including, but not limited to, the reasonable attorney fees.
- d. *Severability; Waiver.* Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The waiver by either party of a breach of any provision of this Agreement of the other party will not operate or be construed as a waiver of any other or subsequent breach by such other party.
- e. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of the parties in writing.
- f. *Counterparts.* This Agreement may be executed in any number of counterparts, in electronic format, each of which will be deemed an original but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date specified below.

Dated: \_\_\_\_\_

**TOWER STONE LLC**

**MEMBER:** \_\_\_\_\_

By: \_\_\_\_\_  
Scott Lewis, Manager

\_\_\_\_\_