

# Alliance Membership Agreement

**THIS AGREEMENT** is made the                      day of                      **2008**

## **BETWEEN**

**(1) STRONTIUM plc** (registered No. 5200315) whose registered office is at 6 Porter Street, London **W1U 6DD** ("**Strontium**");

and

**(2) [                      Limited]** registered No. [                      ] whose registered office is at [                      ] (the "**Applicant**").

## **BACKGROUND**

**A.** Strontium provides professional services, entrepreneurship and networking opportunities to specifically chosen and accepted companies ("Members") belonging to the Strontium Alliance (the "Alliance").

**B.** The Applicant has requested to join the Alliance as an Associate Member ("Associate").

### **1. Appointment.**

1.1 Any application for Membership is subject to Strontium's acceptance, and Strontium reserves the right, in its sole discretion, to deny Membership to the Applicant.

1.2 Once an application to join the Alliance as an Associate is approved the Applicant will be notified in writing. This Agreement apart from clause 2 which will become immediately binding will only become effective on the date notified in writing by Strontium to the Applicant ("Effective Date").

1.3 Strontium may offer any products or services to Members directly or indirectly at any time. Strontium reserves the right to change or discontinue any Strontium product, service or support, and Strontium reserves the right to change the Alliance categories and criteria.

1.4 The Applicant has submitted to Strontium the application, business references and any other application materials as required by Strontium. The Applicant

also agrees to undergo reference verification by Strontium as part of the application process.

## **2. Non Disclosure Agreement.**

- 2.1 Certain information disclosed by Strontium, including any information relating to schedules, features, services, marketing plans, finances, personnel, business opportunities or any other information identified by Strontium as confidential is "Confidential Information."
- 2.2 The Applicant must not disclose any Confidential Information to any other person, except to the Applicant's employees with a legitimate need-to-know provided that they comply with this restriction. The Applicant and the Applicant's employees must not make any disclosure or statement covering the Confidential Information, this Agreement or the subject matter hereof without first obtaining Strontium's prior written consent.

## **3. Warranties and Undertakings**

- 3.1 The Applicant warrants that the Applicant is and will remain in good financial condition and is not aware of any matter that may bring either the Applicant or the Alliance into disrepute. The Applicant undertakes to comply with all applicable laws and regulations in performing the Applicant's services, and the Applicant agrees to comply with the current Alliance rules and requirements.
- 3.2 Strontium warrants that it is and will remain in good financial condition and is not aware of any matter that may bring either Strontium or the Alliance into disrepute. Strontium undertakes to comply with all applicable laws and regulations in performing its services, and agrees to comply with the current Alliance rules and requirements.
- 3.3 Both the Applicant and Strontium undertake to conduct themselves and their business in a professional and competent manner that reflects favourably upon the Applicant, Strontium, and other Members.

## **4. Requirements for Strontium Associates**

- 4.1 Once the Applicant's Membership is approved the Applicant is obliged to submit to Strontium a list of the companies with which the Applicant has business or customer relations. This information will be made available to

other Members via various media including the password protected Members' area of the Strontium web site. The Applicant is not required to submit proprietary information such as individual contact names or commercial information regarding existing or proposed contracts.

- 4.2 The Applicant hereby grants to Strontium the right to use the Applicant's company name, background information, company profile, logo and any additional information which the Applicant provides to Strontium ("Member Information") for Strontium's marketing and/or internal purposes at Strontium's sole discretion. The Applicant expressly agrees that Strontium may transmit such data outside European Union countries and use such information for Strontium marketing (e.g. on the Internet) and internal purposes.

## **5. Member Benefits.**

- 5.1 As a Member, the Applicant will receive certain benefits applicable to the Applicant's Membership level ("Benefits") as set forth in the current Alliance Benefits booklet. Strontium reserves the right to modify the Benefits from time to time at Strontium's sole discretion, and in such event Strontium will notify the Applicant via e-mail of the new Benefits. If the Applicant is not in default under this Agreement, such Benefits may include:

5.1.1 placing the Applicant's Member Information in the directory of Members at Strontium's sole discretion. The Applicant will be listed in that section of the Strontium Online Members' Guide which corresponds to the services and/or products the Applicant offers.

5.1.2 Strontium may post an Associate's Member Information in an area of the Strontium web site dedicated to Associates, unless the Applicant requests in writing not to be included. Strontium may establish a link from the Strontium web site to the Applicant's web site at Strontium's absolute discretion.

5.1.3 The Applicant will have access to

- (i) a private area on the Strontium website for Members which contains Member company announcements, listings of third-

party companies accessible through Members, project assistance requests from Members, Alliance News and (ii) an online discussion area for Members ("Alliance Forum"). Misuse of the Alliance Forum may result in disciplinary action by Strontium, including discontinued access to the Alliance Forum, or termination of the Applicant's Membership. Such misuse includes, but is not limited to any conduct that is unlawful, offensive or that, in Strontium's opinion, restricts or inhibits any other Member from using or enjoying Alliance Forum.

5.1.4 Strontium may provide the Applicant with other co-marketing opportunities as such opportunities become available, at Strontium's sole discretion.

## **6. Intellectual Property Rights.**

Unless expressly permitted by Strontium, the Applicant has no right to copy, modify, sell, license, rent, or distribute Strontium materials. The Applicant will not remove, alter or obscure any copyright or other proprietary rights notices contained on Strontium materials. The Applicant will not apply any other trademarks, logos or notices to Strontium materials. The Applicant agrees to use reasonable efforts to protect Strontium's proprietary rights and to cooperate in Strontium's efforts to protect its proprietary rights.

## **7. Introductions.**

7.1 From time to time and as a direct result of the Applicant's Membership the Applicant will be presented with opportunities to conduct business with other Members and the customers of other Members ("Alliance Customers").

7.2 The Applicant hereby agrees that in respect of any sale made to a Member the Applicant will, within 3 working days of being paid by the Member, pay to Strontium 5% of the net sum the Applicant receives from the Member in relation to the services provided by the Applicant. For the avoidance of doubt, this clause 7.2 shall not apply to any sales made to a Member who was an existing client of the Applicant before either the Member and/or the Applicant joined the Alliance.

- 7.3 The Applicant hereby agrees that in respect of any sale made to an Alliance Customer which is as a result of an introduction by a Member the Applicant will, within 3 working days of being paid by the non-Alliance member, pay to Strontium 10% of the net sum the Applicant receives from the non-Alliance member. Strontium will forward half of this payment (i.e. 5% of the net sum received) to the appropriate Member.
- 7.4 The Applicant further agrees to register (via the online form in the Members' area of the Strontium web site) all sales made to Members and non-members resulting from the Applicant's Membership and will allow Strontium or representatives of Strontium, on reasonable notice, to inspect the Applicant's records and take copies of the Applicant's accounts and records. Failure to agree to a request shall be an event of default under this agreement and shall permit Strontium to terminate the Applicant's Membership without notice.

## **8 Term and Termination.**

- 8.1 This Agreement commences on the Effective Date and will terminate one (1) year following the Effective Date, unless earlier terminated by either party as set forth below. This Agreement may be renewed on a yearly basis for a subsequent one (1) year term with the agreement of both parties. Neither party may rely on this Agreement being extended or renewed.
- 8.2 Strontium may at its sole discretion terminate this Agreement immediately following Strontium's written notice to the Applicant if:
- (a) the Applicant engages in any unlawful business practice,
  - (b) the Applicant fails to perform any obligation or violates any restriction contained in this Agreement
  - (c) Strontium receives complaints from the Applicant's customers demonstrating that the Applicant has not maintained the quality of services required by Members,
  - (d) there is any material change in the Applicant's ownership or management or the Applicant's business or assets,
  - (e) the Applicant becomes the subject of any proceeding under any bankruptcy or insolvency law,

(f) the Applicant engages in any activity which in the opinion of Strontium may bring the Alliance into disrepute.

8.3 The Applicant may at its sole discretion terminate this Agreement immediately following the Applicant's written notice to Strontium if:

(a) Strontium engages in any unlawful business practice;

(b) Strontium fails to perform any obligation or violates any restriction contained in this Agreement; or

(c) Strontium becomes the subject of any proceeding under any bankruptcy or insolvency law,

8.4 Upon termination, the Applicant's rights to use any Strontium materials provided to the Applicant in the course of the Applicant's Membership shall immediately cease, and the Applicant agree to promptly return such Strontium materials, and any copies thereof, to Strontium.

8.5 Upon termination, Strontium's rights to use any Applicant materials provided to Strontium in the course of the Applicant's Membership shall immediately cease, and Strontium agrees to promptly return such Applicant materials, and any copies thereof, to the Applicant.

8.6 Strontium shall be entitled to withhold all monies due to the Applicant until compliance in full with this clause 8.

## **9. Indemnification.**

The Applicant will indemnify, hold harmless and, upon Strontium's request, defend Strontium against any claims, liabilities and expenses (including court costs and reasonable solicitors' fees) arising from acts or omissions of the Applicant or the Applicant's employees and agents in relation to any goods or services provided by the Applicant to other Members.

## **10. Independent Contractors.**

10.1 The relationship between the Applicant and Strontium established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to

(i) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf the other party for any purpose whatsoever.

10.2 The Applicant acknowledges that the Applicant is an independent contractor without authority to bind Strontium by contract or otherwise, and neither the Applicant nor the Applicant's employees and agents are agents, employees or partners of Strontium.

10.3 All financial obligations associated with the Applicant's business are the Applicant's sole responsibility, and all sales and other agreements between the Applicant and the Applicant's customers are the Applicant's exclusive responsibility.

## **11. General.**

11.1 This Agreement supersedes all previous agreements and representations on behalf of the parties. This Agreement may not be changed, terminated or amended except in writing. Strontium's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing.

11.2 The Applicant may not assign this Agreement without Strontium's prior written approval.

11.3 The construction, validity and performance of this agreement shall be governed in all respects by English Law.

11.4 Any notice to be given under this agreement shall be either delivered personally or sent by first class recorded delivery post (airmail requiring signature on delivery if overseas). The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his address stated above or any other address for service previously notified to the other party. A notice is deemed to have been served

(i) if personally delivered, at the time of delivery;

(ii) if posted by recorded delivery, at the expiration of 48 hours

or

(iii) (in the case of airmail requiring signature on delivery) 7 days after the envelope containing it is delivered into the custody of the postal authority.

11.5 In proving service it is sufficient to prove that personal delivery was made, or that the envelope containing the notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded delivery or airmail letter requiring signature on delivery (as appropriate).

Signed by

On behalf of  
STRONTIUM plc

Signed by

On behalf of  
APPLICANT