

## Membership Agreement for the *Monash Advantage* Executive Program

1. **Parties.** The parties to this agreement are Monash Information Services, a sole proprietorship located in Acton, Massachusetts (Monash), and \_\_\_\_\_ (Member).
2. **Term of services.** Member will receive the benefits of membership in the *Monash Advantage* Executive Program (Program) through December 31, 2008.
3. **Services provided.** Monash shall provide two kinds of services to Member: written product, primarily under the brand *Monash Letter*, and consulting. In addition, it is currently the business practice of Monash in most instances to restrict access to Monash's other services to Program members only.
4. **Written product.** Written product will be provided through a secure website (currently to up to 10 named Designees (employees of or contractors to Member), each of whom will be given a user name and password. Member is responsible for each Designee's adherence to this agreement.
5. **Consulting.** Member shall be entitled to three consulting sessions over the term of this agreement, at mutually agreeable times: One "Strategy Seminar" of up to 3 hours, and two "Message Reviews" of up to 1 ½ hours each. In addition, it is currently the business practice of Monash to offer Members a 50% discount on most incremental consulting services.
6. **Use of materials and services.** The information and opinions provided by Monash via written product and/or consulting are strictly restricted to Member's internal use, to aid in Member's business decision making. They may not be shared or quoted outside Member.
7. **Mutual nondisclosure.** Information provided by Member to Monash or Monash to Member that is identified as confidential at the time of disclosure shall not be disclosed for three (3) years from the date of initial disclosure. Exceptions are granted for information that is also obtained from unaffiliated third parties without an obligation to maintain the confidentiality of such information, and for disclosures required by law.
8. **Changes to this agreement.** This agreement may only be modified in writing, including via written electronic communication that expressly references this agreement and is mutually agreed to by the parties.
9. **The usual boilerplate.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible. This Agreement shall be governed by and interpreted under the laws of The Commonwealth of Massachusetts without regard to its conflicts of law rules.

### Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Monash Information Services

\_\_\_\_\_

Curt A. Monash, PhD.

President

Date: \_\_\_\_\_