

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, 2009.
3. **Services provided.** Monash shall provide two kinds of services to Member: retainer consulting and scheduled 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, and to provide Program members with access to exclusive written product under the brand *Monash Letter*.
4. **Retainer consulting.** To a reasonable extent, Monash shall provide to Member advice in the ordinary course of business, including but not limited to: detailed feedback on briefings and advice as to their improvement; commentary on draft marketing collateral, such as press releases, slide presentations, and web pages; suggestions of and introductions in connection with possible partnerships; and proactive technical, marketing, and other business advice of all kinds.
5. **Scheduled consulting.** In addition to the retainer consulting, Monash will provide Member with up to six hours of scheduled consulting, at a minimum of one hour per occasion, rounded up to the nearest hour.
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, 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: _____