

P AND C OUT OF THE BOX, LLC

NEW MEMBER AGREEMENT

This New Member Agreement ("Agreement") is made and entered into as of _____ (date), by P and C Out of The Box, LLC, a Texas limited liability company, with its principal office located in Frisco, Texas 75035 ("Out of the Box"), and _____ ("New Member"), to represent P and C Out of The Box LLC and fulfill the role of Member in P and C Out of The Box LLC Chapter _____. P and C Out of the Box, LLC, is currently engaged in the business of providing multiple chapters that offer alternative and innovative group professional networking programs and opportunities, which are made up of different groups coined as Chapters.

1. Appointment and Acceptance of a New Member

By the Acceptance and Signing of this Agreement, the Out of the Box appoints and accepts a new member, and the New Member accepts/agrees to such appointment. Such appointment shall start once both parties have signed this Agreement. Once the agreement has been signed by both parties, the New Member can proceed to join their specific Chapter. The New Member will have the opportunity to exclusively represent his/her professional industry in his/her Chapter.

2. Requirements and Duties of the New Member

By the Signing of this Agreement, the Out of the Box appoints the New Member, and the New Member accepts/agrees to such appointment, to fulfill the role, requirements, and duties of a Member in the following ways:

- a. The New Member must attend and participate in his/her chapter of P and C Out Of The Box LLC, in the manners in which are set forth by Out of the Box, and shall follow such rules with care, skill, diligence, and in accordance with the curriculum/program and plan, set up and provided by Out of the Box.
- b. The New Member agrees/consents to attending all weekly meetings held in the 9 month time period of the existence of the Chapter, with the exception of nine (9) valid absences or one absence a month. ALL ABSENCES must be reported to one of your Panelists 24 hours prior to the meeting, with the exception of emergencies. If the Members have more than nine (9) absences that are unexcused, Out of the Box and The Panelists have the right and authority to remove the New Member from the Chapter and revoke his/her

membership without a refund.

- c. The New Member agrees/consents to arriving on time every week and shall not disturb or disrupt the group in the rare event that one shows up late
- d. The New Member may visit and attend different chapters, up to one visit at no more than 3 different chapters, in order to determine the Chapter that best fits the New Member and the Chapter. After the permitted maximum of three visits, the prospective Member must apply for a particular Chapter of his/her choosing
- e. The New Member agrees to pay the initial application fee of \$150.00 that is non-refundable and non-transferrable to another party. The New Member also agrees to/SHALL pay \$20.00 per month to Out of the Box, which shall be paid and processed by way of the Out of the Box website will be collected by Out of the Box. The payments shall be processed and collected by way of the credit card process.
- f. All Members have the right and opportunity to apply for a New Panelist position or to create a new chapter, once participating and completing a 9 month period with an existing Chapter. If a member is accepted and appointed as a Panelist, he/she will no longer be required to pay the monthly dues, HOWEVER, the one time application fee remains non-refundable.

3. Non-Compete and Non-Disclosure Clauses

Non-Disclosure

- a. The New Member agrees to honor and protect all proprietary material, documents and work product of the curriculum, provided by Out of the Box. The New Member agrees not to share, provide, or use any of these items for any other purpose other than leading and fulfilling the role, requirements and duties of the Member. The New Member agrees not to copy or modify any types of information listed below in subsection b, without written consent of Out of the Box.
- b. Confidential information includes, but is not limited to:
 - a. any proprietary information
 - b. any and all methodologies
 - c. activities
 - d. procedures
 - e. educational instruments or tools
 - f. curriculum

- g. any and all proprietary material that is not generally known other than by Out of the Box and which any other party may obtain through any direct or indirect contact with Out of the Box.
- h. Any information concerning the technology, business, and information provided by Out of the Box
- i. All copyrights, logos, inventions, and techniques created and learned from Out of the Box.

Unauthorized Disclosure of Information- Injunction

- a. If it is discovered and appears that the New Member has breached this contract and disclosed Confidential information or any items listed above in subsection b of this section, then Out of the Box reserves the right and shall be entitled to an injunction to restrain any violating New Member from disclosing the Confidential Information in whole or in part. Furthermore, Out of the Box, has the right to take further actions and remedies for damages, breach of contract and for any and all losses by way of a filing suit against the New Member.

Non-Compete

- a. The New Member agrees and Shall honor and respect the role and position served under Out of the Box and for a TWO (2) year period, after the end of the term of this Agreement, the New Member, under this agreement, will not attempt to do business with or otherwise solicit any business position that directly competes with Out of the Box or P and C Out of the Box LLC, and SHALL NOT utilize any and all teachings, documents, tools and or lessons implemented and learned under the role as an Out of the Box Member.

4. Removal and Resignation

Any and All Members may be removed from his/her position upon the discretion of Out of the Box. If the Panel has good cause, and a majority vote with the approval/consent of Out of the Box, to remove the New Member, then the New Member will be removed from the Chapter and his/her membership will be terminated and the initial one time application fee will remain non-refundable. NO INDIVIDUAL PANELIST has the authority or right to remove another Member or Panelist on his/her own. If any Member chooses to resign/leave, they must give adequate notice (30 days prior to resignation date) to Out of the Box. If any member chooses to leave, but reapplies and is re-accepted as a Member, within a year of leaving, will not be charged the new application fee of \$150.00.

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. Counterparts; Place of Execution

This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement. This Agreement has been negotiated and entered into in, and the obligations of the parties to this Agreement are to be performed entirely or primarily in, the County of COLLIN, State of Texas, regardless of the place of execution of any of such counterparts.

8. Attorney Fees

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney fees and costs of appeal, if any.

9. Arbitration Clause

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an experienced arbitrator experienced and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

10. Reservation of Right

Out of the Box reserves the right and discretion to refuse any applicant applying for membership with an Out of the Box chapter. Out of the Box reserves the right and discretion to terminate and or remove any Member from any Chapter as it deems worthy. Out of the Box further reserves the right and discretion to dissolve or terminate any Chapter as it deems fit. Out of the Box also, reserves the right and discretion to allow and approve or deny the request for the transfer of a member from one chapter to another. Furthermore, Out of the Box reserves the rights and discretion to alter, amend or revise the following:

- a. This Agreement and any Contract/Agreement created by or agreed to by Out of the Box, as it deems fit.
- b. Any and all charges, initial fees and or costs and the amounts thereof as it deems fit.

The parties, **HEREBY**, have executed this Agreement as of the date first written and signed and agreed to below.

P and C Out of the Box LLC (Out of the Box)

By: _____
PETE AMAYA III and/or CHELSEA AMAYA, Owner of P and C Out of the Box LLC

(Contract Party)

(Name of Signer) (Date)

Name on Credit Card Credit Card Number and Type (Visa etc.)

Expiration Date CVV (three or four digit code) Zip Code

New Member Information

Name

Mailing address

City, State, Zip Code

Mobile number

Office number

Email

Industry

Group location, time, day