

## mCLUB MEMBERSHIP AGREEMENT

### Membership Terms and Conditions Agreement (Industry Peer Group)

- 1. Effect of agreement:** This Membership Terms and Conditions Agreement (“Agreement”) is entered into on behalf of the individual named on the Membership Application AND the Sponsoring Company listed on the application (if any) (collectively referred to herein as “You”) and Ortus Strategy Limited (“mClub”). Both the individual and the Sponsoring Company listed on the Membership Application are responsible for the payment of dues and mClub shall be entitled to collect the full amount owed from either the individual or the Sponsoring Company. By making the initial payment on this invoice, the individual confirms that s/he is authorized to bind the listed Sponsoring Company to this financial responsibility.
- 2. Acceptance:** Submission of a Membership Application by You does not guarantee acceptance as a mClub member. You will be notified of your application status after submission and if you are not successful, we will return the fund in full within 30 days.
- 3. Membership commitments:** Upon acceptance as a member, You agree to:

  - a. Begin membership in the month indicated on the application;
  - b. Undertake best efforts to participate in scheduled mClub Group meetings;
  - c. Share experiences, challenges, skills and knowledge with fellow members;
  - d. Maintain strict confidentiality of all mClub discussions;
  - e. Immediately disclose any potential conflict of interest issues to Your mClub Group; and
  - f. Complete a personal profile on mClub and maintain up-to-date account information.
- 4. mClub materials:** As a member, You will be given exposure to and other access to utilize mClub’s methodologies and materials along with other confidential information and intellectual property (“Materials”). You understand and agree that mClub owns all rights, title and interest, including all intellectual property rights for these Materials.
- 5. Payment:** Initial payment is due upon receiving the first invoice. Refunds will not be provided once the program has begun. If You have elected automatic payment, dues will be automatically charged to Your selected method of payment until Your membership is terminated.
- 6. Additional terms:** You agree to the mClub Terms of Use located at [m-club.co/terms](https://m-club.co/terms), and Privacy Policy located at [m-club.co/privacy](https://m-club.co/privacy), as updated from time to time.
- 7. Scope of services:** The advice, services and opinions provided as part of the mClub experience are intended to expand thinking and inspire further exploration but are not to be considered a substitute for professional financial, legal, psychological, medical or other professional advice. Even where mClub Group members or Chairs may be credentialed as professional advisors, an individual relationship with such advisors has not been created and should not be relied upon as professional advice. The mClub experience is provided “as is” with no warranty of any kind. There is no obligation for members to engage in business transactions with mClub members, Chairs or other mClub affiliates. Should You elect to engage in such business transactions, You agree that mClub bears no responsibility or liability for any losses arising therefrom.
- 8. Limitation of liability:** To the fullest extent permitted by law, the maximum liability of either party shall not exceed the amount paid by You to mClub for the 12-month period preceding the occurrence giving rise to such liability. In no event shall either party be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data,

business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.

9. **Binding arbitration:** To the fullest extent permitted by law, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration before a single arbitrator and administered by JAMS in accordance with its Rules ([jamsadr.com](http://jamsadr.com)). You and mClub agree to bring any dispute to arbitration on an individual basis only, and not on a class or collective basis on behalf of anyone else. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
  
10. **General:** This Agreement may not be modified unless such modifications are specifically approved in writing by a mClub Senior Vice President or above and signed by both parties. If any term of this Agreement is deemed unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement will be governed by the laws of England and Wales, without regard to conflicts of laws rules.