



LSA MEMBERSHIP APPLICATION AND AGREEMENT

This application and agreement sets forth the rights and terms and conditions applicable to membership in the Business Advisors Consortium (the "Consortium") of Laguna Strategic Advisors, LLC, a California limited liability company (the "Company").

1. Services and Resources Offered by the Consortium.

The Company has organized the Consortium to provide opportunities and services to independent providers of business consulting services. By becoming a member of the Consortium, the member gains access to a range of marketing tools and synergistic collegial support intended to assist them in building and sustaining their own marketing and consulting practices, including:

Branding. Subject to the terms of the license set forth below, Consortium members are granted the right to utilize the brand and logo of the Consortium in the conduct of their own independent consulting practices and can access a variety of branded materials, including stationary and business cards, presentation tools for proposals or marketing, and digital assets for use in their online communications. However, the Consortium does not dictate or provide a unified business plan, it being understood and agreed that each Consortium member is both free, and expected, to develop their own independent plan for their individual businesses.

Presence on Consortium Website. Each Consortium member has their own page on the Company website, which offers click-through access to the member's own web site, email, and other linkages.

Marketing, Promotional Services and General Support. The Consortium helps enhance members' own business development services through shared promotional and public relations tools, as well as referrals from fellow members. The Consortium also assists with marketing, communications, accounting, business development and administrative tools and resources. However, the Consortium does not provide referrals to individual members or seek out clients for members.

Group Interaction. A "members only" area is provided on the Consortium website which serves as an on line "water cooler," fostering organic interaction among members. A periodic professional development retreat – dubbed "Base Camp" – is also planned. Participation in this Base Camp may require the payment of additional amounts by participating members.

2. Membership Fee.

Members pay an initial one-time fee of \$2,500 and a yearly fee of \$2,500, payable in advance. Membership in the Consortium entitles members to utilize the resources and services provided by the Consortium during the member's period of membership. Yearly membership fees are subject to change at the sole discretion of the Company.

3. License of Name.

Subject to the terms and conditions of this Application, your acceptance as a member of the Consortium, and your continued payment of the membership fees, the Company grants to you a non-exclusive, non-assignable, non-transferable, non-sub licensable license ("Member License") to use the trademark(s) listed on Exhibit A of this Application (collectively, the "Licensed Marks") in connection with the offering and sale of business consulting services. The terms and conditions of the Member License are specified on Exhibit B of this Application. By signing and submitting the Application, you accept the terms and conditions of the Member License if your Application is approved by the Company.

4. Insurance.

Members are required to maintain in effect a basic package of Comprehensive General Liability insurance during their period of membership. The Company urges members to also have or obtain Errors and Omissions coverage. Members are required to provide evidence of insurance coverage upon request by the Company.

5. Becoming a Member.

If you would like to learn more about becoming a member of the Consortium, please complete the information requested below and return this Application to the Company. The Company reserves the right to reject any Application for membership in its sole discretion. Applicants for membership will be notified by the Company of the disposition of their Application.

Name: _____

Location (mailing address): _____

Email address: _____

Areas of Expertise: _____

Current Affiliation/Status: _____

Significant Prior Affiliation(s): _____

LinkedIn Profile and/or website/blog: _____

Current Curriculum Vitae: _____

Your operating entity (i.e. Corporation, LLC, sole proprietor): _____

Current Consortium Members Known: _____

Best time/method to contact you: _____

Questions you'd like us to answer: _____

Optional Client and/or colleague reference:

Name: _____

Title: _____

Email address: _____

6. Acknowledgements and Agreements.

In order to be accepted as a member of the Consortium, it is necessary that you acknowledge and/or agree to the following matters:

(i) The Company provides resources and services intended to assist you in the establishment and operation of your own individual business. The Company does not make investments in, acquire any interest in, or provide any financial assistance or management services to the individual businesses of Consortium members. You will not make any representation or statements to your clients or customers that are inconsistent with these facts.

(ii) The Company is not a franchisor and you acknowledge and agree that no franchisor/franchisee relationship exists between the Company and you or any of the other members. The Company does not have the power or authority to grant, and is not granting, any right to you or your company to engage in your business (including any business operated or to be operated by you that offers, sells or distributes good or services), control and responsibility

for which is and shall remain solely with you and any other persons you select to participate in your business. Initial and yearly membership fees paid by you entitle you to utilize the resources and services of the Consortium, but do not confer or purport to confer any right for you to conduct your own business which is solely your own right and responsibility.

(iii) The Company will not provide a marketing plan or system for your business. Any management and marketing resources of the Company provided to you are solely for the purpose of enhancing the resources, tools, materials and information you have available to assist you in making your own decisions concerning your business and your use of them is strictly voluntary.

(iv) Neither you nor your business (whether now existing or to be organized) currently act or have any future intention of acting as a real estate broker, finder, business broker, or money or asset manager, nor do you now provide, or have any intention to provide in the future, other services that might require you to register as a real estate broker, securities broker-dealer, or investment adviser under state or federal law or regulations.

(v) Membership in the Consortium is subject to the provisions of this Application, as well as the Terms and Conditions and Privacy Policy of the Company which are posted on the Company web site. Membership in the Consortium does not confer any economic or other interest or rights in the Company, and is limited to rights to access business development tools, resources, information and services provided by the Company from time to time to Consortium members. The Company reserves the right to discontinue any of the tools, services and/or materials and information referred to herein or later provided if it deems this appropriate to the operations of the Consortium or the Company.

(vi) You agree to include in your client engagement agreements a statement that the Consortium has no liability for the acts or omissions of you or your company.

7. Miscellaneous.

Membership in the Consortium does not constitute a partnership or joint venture between you and the Company or any of the other members, nor do you or the company have any right or power to bind the other party to any legal obligation. This Application is entered into in the County of Orange, State of California, and shall be governed by and interpreted in accordance with the laws of the State of California, United States of America. In the event of any dispute between the parties hereto, the same shall be exclusively resolved by arbitration conducted in Orange County, California in accordance with the rules of the American Arbitration Association. If any provisions of this Application shall be finally determined to be invalid, illegal or enforceable, the same shall be deleted from the Application and the remaining provisions shall be unaffected thereby and remain in full force and effect. This Application constitutes the entire agreement between the you and the Company with respect to the subject matter of this Application and supersedes all proposals, oral or written, all negotiations, conversations,

discussions and past dealings between or among the you and the Company relating to the subject matter of this Application.

Member Application: I hereby apply for membership in the Laguna Strategic Advisors Consortium. I certify to the accuracy of the information provided by me and agree to the terms and conditions of the Application with regards to my membership.

Name: _____

Signature: _____

Dated: _____, 20____

Company Action: An Application will not be considered to be accepted unless the Company has confirmed such acceptance in the place indicated below. If membership has been accepted, the Company agrees to provide access to the Consortium to the accepted member in accordance with the foregoing provisions of the Application.

APPLICATION ACCEPTED: _____

Dated: _____, 20____

LAGUNA STRATEGIC ADVISORS, LLC

By: _____

Title: _____

Please print, sign and send this form to Laguna Strategic Advisors

EXHIBIT A

Trademarks Subject to Member Sublicense
Laguna Strategic Advisors

EXHIBIT B

Member License

1. The Company grants to the member a non-exclusive, non-assignable, non-transferable, non-sub licensable license to use the trademark(s) listed on Exhibit A of this Application (collectively, the “Licensed Marks”) in connection with the offering and sale of business consulting services.
2. Notwithstanding anything to the contrary in this Application, the Company is, and will remain, the sole owner of the Licensed Marks, and any and all goodwill associated with the Licensed Marks that may be created as a result of the actions of either the Company or you will inure to the benefit of the Company.
3. You will: (a) not engage in any activity that diminishes the value of the Licensed Marks; (b) use the Licensed Marks in accordance with all applicable local, state and federal laws; (c) use the correct symbol designations (i.e. TM, SM or ®) as directed by the Company in connection with the Licensed Marks and properly mark all labels, packaging, tags, advertising and promotional materials; (d) neither register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Licensed Marks; and (e) not use the Licensed Mark in connection with any goods or services, other than business consulting services, without the prior written consent of the Company.
4. The Company retains the complete and unrestricted right to control the use of the Licensed Marks and the quality of all goods and services offered under the Licensed Marks, and you will conform, in all material respects, to the reasonable quality control requirements of the Company.
5. The Company may terminate the license granted in Exhibit B if you are in breach of your obligations under the Application (including, without limitation, a failure to pay the membership fees). Termination pursuant to the preceding sentence will not be deemed to limit the remedies at law or in equity that might be available to the Company. In the event that any Licensed Mark becomes the subject of an intellectual property infringement action or will be subject to an injunction, the Company may terminate this license immediately upon written notice to you (including written notice by electronic mail). The Company may terminate this license for any reason, or no reason, upon 90-days’ written notice to you (including written notice by electronic mail).
6. You will indemnify and hold harmless the Company, its managers, officers and members from and against any costs, expenses, and damages including, without limitation, reasonable

attorneys' fees, in connection with any claim or suit to the extent that such action is based upon a third-party claim arising out of, or related to, (a) your breach of the covenants in this Exhibit B, or (b) defects, errors or omissions in goods or services provided by you.

7. You will assist the Company, at the Company's expense, in every reasonable way to enable the Company, in the Company's sole discretion, to obtain, perfect, defend and enforce the Company's rights in, and to, the Licensed Marks, and the Company, if it so desires, may commence or prosecute any claims or suits in its own name or in your name or join you as a party thereto. As between you and the Company, the Company will retain 100% of any recovery resulting from any enforcement action with respect to the Licensed Marks. The Company, at the Company's expense, will file any and all applications and/or continuances for trademark registration that the Company, in its sole discretion, deems necessary.

8. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MARKS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF OWNERSHIP OR NON-INFRINGEMENT.