

## International Executive Council (IEC) Membership Terms and Conditions



Upon mutual acceptance of the Terms and Conditions herein, The International Executive Council (IEC) enters into a Membership Agreement with you, as the Member.

### Definitions

- **Membership Agreement:** The Agreement executed by The International Executive Council (IEC) and the Member through which the Member becomes a member of The International Executive Council (IEC).
- **Member:** The individual, company, or organization that has joined The International Executive Council (IEC) in order to participate in Select Private Events, Conferences, Meetings, Conference Calls, Forums and other activities through execution of the Membership Agreement.
- **Forum(s) and Committee Work Group(s):** Working entities set up by The International Executive Council (IEC) for the benefit of its members.
- **Information:** Member biographies, company logos, whitepapers, data, specifications, drawings or documentation, or other technical or business information in written, graphic or other tangible or electronic form furnished or disclosed to The International Executive Council (IEC) or any other party in the course of Membership Meetings, Forums' or Committee Work Group activities and/or as a result of the Member's use of such Materials.
- **Contribution(s):** Information that is provided by the Member in the course of discussions leading to Material to be published or shared by The International Executive Council (IEC).
- **Material(s):** standards, specifications, white papers, guides, reports, case studies, literature, and other business, marketing, or technical documentation published by The International Executive Council (IEC).

## **Confidentiality and Intellectual Property**

To enable open, IP safe, voluntary, neutral discussions and contributions towards Material to be reviewed, shared, or published by The International Executive Council (IEC), the Member agrees to the following obligations of confidentiality with respect to Information received through participation and to the resulting intellectual property of Contributions made:

- The International Executive Council (IEC) has the right to use and publish member bios, photo, company logo and personal contact information (the latter provided for member to member use only).
- To maintain all Information in confidence, using the same degree of care the Member uses to protect its own proprietary information of like importance, but in no event less than a reasonable degree of care. Information disclosed shall be kept confidential to Members only.
- To disclose Information only to its employees and agents of the Member with a need to know and to require each such employee or agent to comply with the confidentiality terms set out in this Agreement.
- That the provisions set out in these Terms and Conditions shall not apply to Information which:
  - Is or becomes a part of the public domain through no fault of the Member.
  - Is demonstrably known to the Member prior to disclosure within the Forums
  - Was independently developed by the Member outside of the Membership Agreement, and the Member can demonstrate such independent development with written records.
  - Was rightfully obtained by the Member from third parties with no obligation of confidentiality.
- That the obligations of confidentiality set out above shall remain in effect for the duration of the Membership Agreement and five (5) years subsequent to termination thereof.
- That the Information received by the Member is be deemed the property of The International Executive Council (IEC), and shall be returned to The International Executive Council (IEC) or destroyed by the Member upon request of The International Executive Council (IEC).
- That the Information contributed by the Member and the resulting published Material is deemed the intellectual property of The International Executive Council (IEC).

## **Representation and Warranty**

ALL MATERIALS AND INFORMATION PROVIDED BY THE INTERNATIONAL EXECUTIVE COUNCIL (IEC) ARE PROVIDED "AS IS", AND THE INTERNATIONAL EXECUTIVE COUNCIL (IEC) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE INTERNATIONAL EXECUTIVE COUNCIL (IEC) BE LIABLE FOR ANY LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO

EVENT SHALL THE INTERNATIONAL EXECUTIVE COUNCIL (IEC) BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE.

The Member acknowledges that because of the special nature of The International Executive Council (IEC) it is reasonable for The International Executive Council (IEC) to exclude liability as above and for the Member to take measures, including insurance where appropriate, to mitigate or prevent any potential losses that may arise (provided that such measures are not in breach of these Terms and Conditions).

If any third party makes or threatens to make any claim (or if, in the opinion of The International Executive Council (IEC) such a claim is likely) that the use by the Member of any Materials or other Information provided by The International Executive Council (IEC) infringes any intellectual property right of such third party, The International Executive Council (IEC) may, at its option, either secure the Member's right to continue using the Materials, make the Materials non-infringing or withdraw the Materials immediately whereupon the Member shall not be authorized to make any further use of the materials. This sub-clause states the entire responsibility of The International Executive Council (IEC) concerning infringement of third party intellectual property rights.

## **Renewal**

The Membership Agreement shall automatically renew upon each anniversary date (the "Renewal Date"), at the then applicable fee for Member's membership published here, unless terminated in accordance with "Termination" below.

## **Membership Dues**

Membership dues to The International Executive Council (IEC) are \$5,000 - paid annually.

## **Compensation**

The International Executive Council (IEC) will compensate its members in good standing with a onetime \$500 referral fee for each new member referral that results in a fully paid membership. The payment will be made within 30 days of the new member's annual dues being paid in full.

## **Termination**

The Membership Agreement may be terminated:

- By either party giving to the other party written notice of its intent to terminate at least thirty (30) days prior to any Renewal Date.
- By The International Executive Council (IEC) on written notice to the Member if the Member has committed any material breach of the Membership Agreement and in the case of a breach capable of being remedied, has failed to remedy the breach, within 30 days after the receipt of a written request from The International Executive Council (IEC) notifying the Member of such breach.
- By The International Executive Council (IEC) on written notice to the Member if the Member fails to pay any sum(s) due to The International Executive Council (IEC) under

the Membership Agreement and such sum(s) remain unpaid for thirty (30) days after written notice from The International Executive Council (IEC) that such sum(s) have not been paid.

- For the avoidance of doubt, termination of the Membership Agreement for any reason shall be in addition to, and not to the exclusion of, any other remedies available to The International Executive Council (IEC) at law, equity, and pursuant to this Membership Agreement, and shall not entitle the Member to any refund of the annual fee paid, and any undue invoice shall be due and payable.

### **Modification**

These Terms and Conditions may be modified by the inclusion by The International Executive Council (IEC) of additional requirements or terms on ninety (90) days written notice to the Member. In the event that the Member does not agree to such additional requirements, the Member may resign from The International Executive Council (IEC), prior to the additional requirements or terms taking effect, and upon thirty (30) days written notice. The Member shall not be entitled to a refund of membership fees pursuant to such resignation.

### **Entire Agreement**

This Membership Agreement represents and contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Membership Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter shall be relied upon by Member except those contained herein.

### **Governing Law**

The validity, interpretation, and performance of this Membership Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within that state and without giving effect to its conflict of laws principles. The International Executive Council and the Member further agree that any action, claim or proceeding under this Agreement shall be commenced exclusively in the courts of the State of California in Orange County, or the federal courts of the United States of America located in such State and county. The International Executive Council and the Member expressly waive any objection they may have to the exclusive jurisdiction and venue of such courts.

If any provision of the Membership Agreement is for any reason declared illegal in any country, all other provisions shall remain in full force and effect to the fullest extent permitted by such law.

For the avoidance of any doubt, any such finding of illegality in any country shall not affect the validity of any provisions of the Membership Agreement in other countries.

Member Signature: \_\_\_\_\_

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

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