

NEXTLAW PUBLIC AFFAIRS NETWORK MEMBERSHIP AGREEMENT

1. **PARTIES**—The parties to this Agreement (“Agreement”) are

(“MEMBER”) and NEXTLAW REFERRAL NETWORK, LLC (“NETWORK”). NETWORK has established and administers the NEXTLAW PUBLIC AFFAIRS NETWORK.

2. **INTRODUCTION**—The purpose of this Agreement is to establish the terms under which MEMBER shall be affiliated with NETWORK. NETWORK and MEMBER agree as follows:
3. **AUTHORIZED JURISDICTION / PLACE OF BUSINESS**—NETWORK is a global referral network and MEMBER is an entity with its principal place of business listed in Schedule A of this Agreement. MEMBER also conducts business, and is in good standing, in the jurisdictions listed in Schedule B on page 11 of this Agreement. Where required, MEMBER is authorized by the appropriate governmental agencies to conduct business and does so in accordance with applicable law, rules, regulations and policies. MEMBER agrees to update NETWORK should there be any change in the above.
4. **RELATIONSHIP TO DENTONS**—NETWORK is a Delaware limited liability corporation created and financially sponsored by Dentons, in which Dentons also is a member¹. Both Dentons and NETWORK are committed to developing a transparent platform of high integrity in which all members are protected and treated fairly.
5. **RELATIONSHIP TO NETWORK AND OTHER MEMBERS**—It is the intention of the parties to establish and maintain global referral networks consisting of public affairs companies around the world. Neither party is engaging in an employment, agency, or fiduciary relationship with the other party. Public affairs company MEMBERS are authorized to conduct public affairs business, under any applicable rules of professional responsibility, and to accept and make referrals of public affairs business (“Authorized Activities”) consistent with the terms of this Agreement. Each MEMBER shall retain sole discretion and judgment as to the time, manner and means of accomplishing these objectives and NETWORK will not direct or control the means by which MEMBER conducts its business.

1 Dentons is a global legal practice providing client services worldwide through its member firms and affiliates, including 大成 (China), Dentons Australia, Dentons Canada LLP, Dentons Cardenas LLP, Dentons Europe LLP, Dentons Hong Kong, Dentons Rodyk LLP, Dentons UKMEA LLP, Dentons US LLP, and their subsidiaries and affiliates, each of which is its own Legal Practice. Dentons Group (a Swiss Verein) does not itself provide legal or other client services.

6. **MISSION**—NETWORK was founded on the principles of fairness and transparency. NETWORK’s mission is to provide its members a platform of the highest integrity allowing them to identify the ideal public affairs company for their clients in any geography, practice and sector in the world.

7. **NO FEES**

- (a) Unlike nearly every other referral network in the world, NETWORK will not charge its members any fees to join.
- (b) MEMBER is not required to pay any annual dues or other fees to maintain status in the Nextlaw Public Affairs Network. MEMBER shall not be required to pay any referral fee to NETWORK or any other member. Any agreement to pay referral fees shall be made solely between the MEMBERS.
- (c) Not all firms that choose to join will be able to do so. Only high quality firms that meet and maintain the **Membership Criteria** may be members.

8. **DUTIES OF MEMBER**—MEMBER agrees to:

- (a) Conduct the Authorized Activities strictly in accordance with this Agreement, as amended from time to time;
- (b) Refer all Referral Prospects in the manner prescribed by NETWORK and this Agreement;
- (c) Not create or impose any liability on NETWORK;
- (d) It will be the policy of the NETWORK to comply with such legal, organizational, and operational documents as may be approved by the board of directors of NETWORK from time to time. At present, these include this Membership Agreement, Terms of Use, and Membership Criteria, but may be supplemented based on experience and judgment from time to time at the discretion of the board of directors of NETWORK.
- (e) Understand the obligations to comply with all applicable laws. For example, United States persons and entities must obey all U.S. sanctions rules, even if the entity is organized under foreign law, such that the Network may not be used to circumvent U.S. export control laws or to improperly facilitate doing business in prohibited countries. By entering into this Agreement, each MEMBER law firm certifies and represents that they are not a Specially Designated National (SDN), owned or controlled by an SDN, or acting for or on behalf of an SDN; and
- (f) On an annual basis, provide such information as may be reasonably requested so as to confirm MEMBER’s satisfaction of NETWORK’s **Membership Criteria**. MEMBER shall promptly inform NETWORK when MEMBER has been charged or convicted of a crime, declares bankruptcy, or otherwise no longer meets NETWORK’s Membership Criteria.

9. **DUTIES OF NETWORK**—NETWORK agrees to:

- (a) Make available information designed to improve the referral skills of MEMBER;
- (b) Provide a system for processing MEMBER’s referrals prospects;
- (c) Coordinate with MEMBERS for the follow-up necessary to fulfill the terms of this Agreement;
- (d) Provide confirming data to MEMBER regarding each referral. NETWORK shall not be liable to MEMBER for any fees earned pursuant to work that originates from the NETWORK, nor shall NETWORK be obligated to pursue collection of any such fees on behalf of MEMBER.
- (e) NETWORK is committed to protecting the integrity of its network data and no data will be disclosed or used without the written permission of the NETWORK member firm involved, unless previously agreed to in the Membership Agreement.

10. **EXPENSES**—NETWORK shall not be responsible for any costs or expenses incurred by MEMBER in connection with MEMBER's business. MEMBER shall be solely responsible for all such costs and expenses, which shall include, but are not limited to: (1) all fees and charges MEMBER incurs in keeping MEMBER's ability to do business in the applicable jurisdictions in full force and effect, as applicable; (2) all professional dues and fees; (3) insurance premiums, if any (including any professional liability insurance MEMBER desires to obtain); (4) costs of mailing, telephone and transportation; (5) taxes and fees payable to any federal, state, county or local government agencies; and (6) any other expenses incurred as a result of the Authorized Activities.
11. **CONFIDENTIALITY**—The parties agree that the files maintained by NETWORK, this Agreement, all correspondence, customer lists, papers, documents, computer software, marketing, training, educational, and any other materials, including copies thereof made by or for MEMBER, furnished to MEMBER by NETWORK is confidential business information ("Confidential Information") and the sole property of NETWORK. In the event the association between NETWORK and MEMBER should expire or terminate for any reason, MEMBER shall promptly return all such Confidential Information to NETWORK. MEMBER further agrees, during the term and at all times after termination or expiration of this Agreement, not to directly or indirectly furnish or disclose to any person or entity any Confidential Information without NETWORK's prior written consent. After said termination or expiration, MEMBER shall not use any Confidential Information to his or her own advantage or to the advantage of any other person or entity.
12. **LIMITATION ON AUTHORITY**—MEMBER may promote or otherwise advertise its membership in NETWORK, but MEMBER shall have no authority to bind NETWORK by any acts, omissions, statements, promises or representations unless specifically authorized to do so in writing by NETWORK. NETWORK shall not be liable to MEMBER or responsible to other persons or entities for any expenses incurred by MEMBER or for any of MEMBER's acts, except as specifically required by law. Notwithstanding anything to the contrary herein, MEMBER's Authorized Activities shall not include authorization for MEMBER to make any presentations to a corporation or other business entity with respect to NETWORK; however, MEMBER may pursue corporate contacts within his or her personal sphere of influence in an effort to establish a relationship with corporate employees.
13. **INDEMNIFICATION**—In relation to any matter MEMBER receives as a consequence of its membership in NETWORK, MEMBER agrees to indemnify NETWORK and hold it harmless from all claims, demands and liability, including costs, attorney fees, and damages of any nature, to which NETWORK may be subjected by reason of any conduct, act and/or omission by MEMBER, or misrepresentations or promises made by MEMBER, including, without limitation, acts which may be deemed to be outside the scope of this Agreement.
14. **LIMITATION OF LIABILITY**—IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING FROM ACTS UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR SUBSCRIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SHALL APPLY WITH RESPECT TO ANY CLAIMS BASED ON SUCH PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, INDEMNIFICATION OBLIGATIONS, OR BREACHES OF CONFIDENTIALITY.
15. **ASSIGNMENTS**—Neither party may assign this Agreement, or its rights and obligations hereunder, without the prior written consent of the other party except that MEMBER may assign this Agreement or any rights or obligations hereunder, upon written notice to NETWORK, to a parent, subsidiary or affiliate. Any purported assignment made in violation of this Section shall be null and void. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
16. **LEGAL DISPUTES**—In the event any Authorized Activities in which MEMBER is involved results in a dispute, litigation, legal expense, or claim against NETWORK, MEMBER shall cooperate fully with NETWORK in its investigation and

any legal defense. It is understood by MEMBER that it is NETWORK's policy to avoid litigation whenever possible, but the decision whether or not any such litigation or dispute shall be defended or settled shall be the decision of NETWORK, made in its sole and unfettered discretion. In the event that MEMBER is named individually in a claim or suit arising out of the Authorized Activities, MEMBER shall within 48 hours advise NETWORK in writing that such claim or suit has been brought and promptly provide NETWORK with a copy of the claim or suit, and all non-privileged documents, or documents where privilege has been or will be waived, in MEMBER's possession regarding the transaction or matter at issue. Whether or not a lawsuit or claim against NETWORK or MEMBER arises from MEMBER's Authorized Activities, MEMBER will indemnify and hold NETWORK harmless from any and all damages and expenses (including attorneys' fees) incurred by NETWORK in the defense of such lawsuit or claim.

17. **TERM/TERMINATION**—This Agreement shall continue in full force and effect until terminated by either party hereto. Either party, at will, may terminate this Agreement by notifying the other party in writing of the desire to so terminate. Failure of MEMBER to keep all legally required licenses current and in good standing shall cause this Agreement to terminate automatically without notice as of the date when such license expires, is revoked, or is canceled. In addition, NETWORK will conduct a regular review process to ensure that all member firms remain of high quality. Failure to maintain consistent high quality results may result in termination by NETWORK.
18. **RIGHTS AND REMEDIES**—The remedies afforded to the parties in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to the parties at law or in equity. This Agreement shall not be construed to confer any rights or remedies upon any person or entity, except NETWORK and MEMBER. No delay or omission by any party in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy.
19. **NOTICE**—Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand-delivered, telecopied (provided that another method set forth in this Section 19 is also used), sent by e-mail, sent by certified or registered mail or sent by overnight courier service to the (a) MEMBER as set forth later in this Agreement, or at such address or e-mail address as it may have specified in writing to NETWORK, and (b) to NETWORK at the below address or at such location as NETWORK shall have specified in writing to MEMBER as its principal office.

Chief Executive Officer, Paul Hatch
 Nextlaw Public Affairs Network LLC
 1900 K Street NW
 Washington, DC 20006
 EMAIL: support@nextlawnetwork.com

20. **GOVERNING LAW; DISPUTE RESOLUTION; INTERPRETATION**—This Agreement will be interpreted and construed in accordance with the laws of the State of New York, United States, without regard to its principles of conflict of law or choice of laws.

Any unsettled controversy or claim between the parties arising out of or relating to this Agreement or any breach thereof shall be settled by final and binding arbitration in New York, New York pursuant to the rules then in effect of the CPR Rules of Non-Administered Arbitration and in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards; provided that the arbitrator shall have no authority to add to, amend, modify, or ignore any of the provisions of this Agreement. ALL PROCEEDINGS, CORRESPONDENCE, DOCUMENTS, AND COMMUNICATIONS RELATING TO SUCH ARBITRATION SHALL BE AND REMAIN CONFIDENTIAL. THE PARTIES WAIVE A RIGHT TO TRIAL BY JURY.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. The headings of the Sections contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

21. MISCELLANEOUS PROVISIONS

- (a) This Agreement (including the Membership Criteria, and any addenda thereto) constitutes the entire Agreement between the Parties. No other warranties, representations, undertakings or promises, whether oral, implied or otherwise, have been made by either party hereto. This Agreement supersedes all prior agreements between the Parties, written or oral. This Agreement may not be modified except in writing by both parties.
- (b) MEMBER AGREES THAT NETWORK MAY CONTACT MEMBER TO ASSIST MEMBER IN BUILDING REFERRAL BUSINESS.
- (c) As a condition of affiliation with NETWORK, MEMBER consents and agrees that NETWORK may use MEMBER's name and information regarding any public transaction involving MEMBER in NETWORK's marketing and advertising, including, without limitation, brochures, newsletters, emails, and websites. MEMBER may withdraw this consent by notifying NETWORK, in writing, as detailed in Section 19. Consent will be withdrawn (1) immediately if done at time of signing Membership Agreement or (2) no more than sixty (60) days after NETWORK receives MEMBER'S withdrawal notice if Member has already signed Agreement. This subsection does not apply to transactions or litigation that are conducted or resolved, respectively, privately (e.g., a private settlement of litigation.)

MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, HAS READ AND UNDERSTOOD EACH PROVISION, AND AGREES TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS CONTAINED THEREIN.

DATED: _____

MEMBER, By Its Authorized Representative

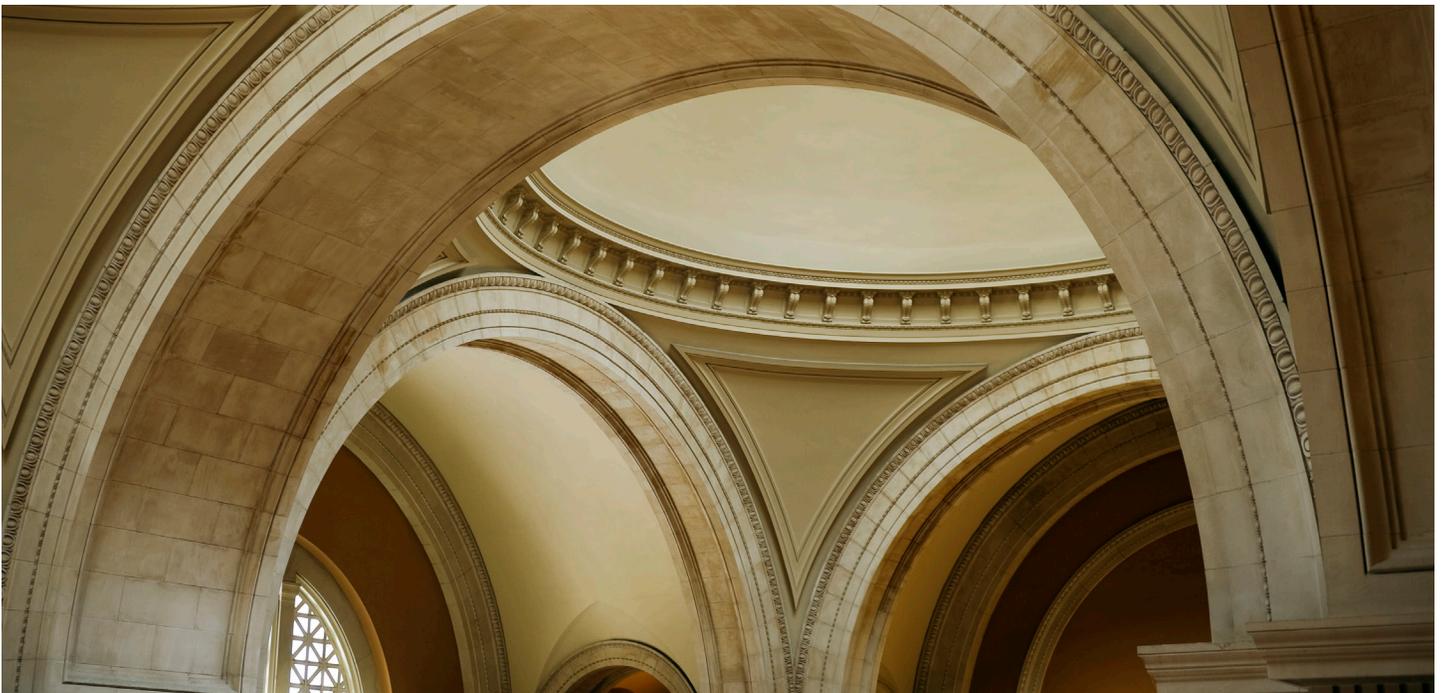
Title

DATED: _____

Nextlaw Public Affairs Network, LLC

NAME OF ENTITY:

Place of business/locations:



SCHEDULE B—AUTHORIZED JURISDICTIONS (List all that apply)



Serving clients in the court
of public opinion and the
court of law

