

Membership Application

Applicant Organization Information

Organization: _____

Address: _____

City: _____ State/Zip: _____ County: _____

Phone: _____ # of Employees: _____ SIC Code: _____

URL: _____

Type of organization (check one that applies):

- | | | | |
|---|-------------------------------------|---|--|
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Legal Services | <input type="checkbox"/> Manufacturing |
| <input type="checkbox"/> Government | <input type="checkbox"/> Education | <input type="checkbox"/> Retail | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Wholesale, Warehousing, Distribution or Transportation | | | |

Other: _____

Why is your organization interested in joining ERC?

- | | | |
|---|--|---|
| <input type="checkbox"/> Online HR Resources | <input type="checkbox"/> Certified HR Advisors | <input type="checkbox"/> Professional Development, Training |
| <input type="checkbox"/> Compensation Reports | <input type="checkbox"/> Webinars & Events | <input type="checkbox"/> Employees Engagement Surveys |

Other: _____

How did you hear about ERC?

- | | | | | |
|--------------------------------|-----------------------------------|--|--|---------------------------------------|
| <input type="checkbox"/> Email | <input type="checkbox"/> Referral | <input type="checkbox"/> Advertisement | <input type="checkbox"/> Previous Member | <input type="checkbox"/> ERC Outreach |
|--------------------------------|-----------------------------------|--|--|---------------------------------------|

Other: _____

Membership Tier Selection – Please select one

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Platinum
\$5,988/year | <input type="checkbox"/> Gold
\$2,388/year | <input type="checkbox"/> Silver
\$1,188/year | <input type="checkbox"/> Bronze
\$828/year |
|--|--|--|--|

Primary Contact

This person will receive ERC and NorthCoast99 mailings, confidential survey information (if included in tier selected), web access to Online HR AnswersNow Research Center, weekly online newsletter, email updates, and invoices. Member agrees to keep this information updated on a regular basis. Additional user requests and contact change information can be sent to membership@yourERC.com.

Name: _____ Title: _____

Phone: _____ Email: _____

Additional Contacts

Most Senior Human Resources Executive

Name: _____ Title: _____

Phone: _____ Email: _____

Most Senior Financial Executive

Name: _____ Title: _____

Phone: _____ Email: _____

Most Senior Corporate Executive

Name: _____ Title: _____

Phone: _____ Email: _____

Terms & Conditions of Application and Membership to Employers Resource Council

THE BUSINESS ORGANIZATION IDENTIFIED IN THIS APPLICATION ("APPLICANT") IS APPLYING FOR MEMBERSHIP WITH EMPLOYERS RESOURCE COUNCIL ("ERC"), A NOT-FOR-PROFIT 501(C)(6) EMPLOYERS ASSOCIATION. BY SUBMITTING THIS APPLICATION, THE INDIVIDUAL SIGNING ON BEHALF OF APPLICANT ORGANIZATION REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND THE ORGANIZATION AND HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF THE APPLICANT ORGANIZATION. APPLICANT FURTHER ACKNOWLEDGES AND AGREES THAT ERC MEMBERSHIP AND THE INFORMATION, SERVICES, AND BENEFITS PROVIDED TO ERC MEMBERS IS NOT INTENDED FOR INDIVIDUAL APPLICATION. THIS APPLICATION AND ERC MEMBERSHIP (UPON APPROVAL) IS AT ALL TIMES SUBJECT TO THESE TERMS AND CONDITIONS AND IS A BINDING AGREEMENT UPON THE APPLICANT ORGANIZATION AND ONCE SUBMITTED AND APPROVED, UPON MEMBER.

MEMBERSHIP APPROVAL AND BENEFITS: Applicant organization's membership in ERC is subject to ERC approval. All membership decisions are made consistent with ERC by-laws. Membership decisions are final. Once an Applicant is approved for membership and pays its applicable membership fees as due, they shall become an ERC "Member" with all rights and privileges of membership applicable to their membership tier. As an ERC Member, Applicant represents and warrants to ERC that they will abide by these Terms and Conditions (the "Agreement") and all applicable ERC by-laws, rules, and policies in effect, as may be updated by ERC from time to time. Member acknowledges that membership benefits and services are not guaranteed and remain subject to change by the ERC Board of Directors. ERC will make best efforts to provide advance notice of any such material changes.

MEMBERSHIP TERM, TIERS, AND RENEWALS: Membership in ERC is for the term, membership tier, and fees specified on Applicant's approved membership application. If no term is specified, membership will be Annual. Member's term for purposes of renewal(s) shall commence the first of the month of Applicant's membership acceptance. Following Member's initial membership term, membership shall automatically renew on an annual basis at ERC's then current membership fee in effect at renewal. Member shall be provided no less than sixty (60) days' notice prior to their membership renewal date (either by email or other form of written communication) of any increase in membership fees applicable to their renewal term. Should Member choose not to renew their ERC membership for any reason they may do so by providing ERC written notice of non-renewal at least thirty (30) days prior to expiration of their then current membership term, sent to membership@yourERC.com. ERC may terminate this Agreement at any time upon written notice to Member as provided in ERC's by-laws then in effect. Membership fees are earned by ERC in full for the entire membership term upon term commencement. Should Member breach this Agreement or terminate it with an unpaid balance due, this balance shall accrue interest at the rate of 1.5% per month until paid in full. Membership fees are non-refundable and not subject to proration.

DISCLAIMERS AND INDEMNITY.

MEMBER ACKNOWLEDGES AND AGREES THAT ERC DOES NOT AND CANNOT PROVIDE LEGAL OR TAX ADVICE. MEMBERS MAY NOT RELY ON INFORMATION OR SERVICES PROVIDED BY OR THROUGH ERC AS A SUBSTITUTE FOR PROFESSIONAL LEGAL OR TAX ADVICE AND ARE ENCOURAGED TO CONSULT WITH THEIR LEGAL AND/OR TAX COUNSEL AS APPROPRIATE. INFORMATION SHARED BY A MEMBER TO ERC OR ITS REPRESENTATIVES IS NOT PROTECTED BY ATTORNEY-CLIENT PRIVILEGE. ERC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ERC MEMBERSHIP OR MEMBER BENEFITS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ALL SUCH WARRANTIES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Member will indemnify, defend, and hold harmless ERC, its affiliates, and their trustees, principals, directors, officers, employees, and agents, from and against any third party claims, actions, or proceedings, and any alleged or resulting damages, penalties, or other liabilities (including legal fees incurred), where caused by or attributable to : (a) Member's breach of this Agreement or any ERC membership terms and conditions; (b) Member's use of or reliance upon information, data, or results obtained through ERC or its member services; (c) Member's (or its personnel) negligence, willful misconduct, or violation of law; or (d) Member's infringement or violation of the intellectual property rights of ERC or a third party.

CONFIDENTIALITY. In connection with this Application and any ERC membership, ERC and Applicant/Member (each as a "Discloser", as applicable) may disclose or provide access to one another (as a "Recipient") (or to Recipient's personnel, representatives, contractors, or agents, each a "Representative") certain of their Confidential Information. "Confidential Information" includes but is not limited to: (a) non-public personal information and credit card information (including information provided to ERC or its service providers in furtherance of the application, membership renewal, and fee payment processes); and (b) any proprietary and/or confidential information of a Discloser which is specifically identified as such upon disclosure, or which a reasonable person under similar circumstances should consider to be of a confidential or proprietary nature. Confidential Information specifically excludes information that can be proven: (i) was lawfully in Recipient's possession before receiving it from Discloser without an obligation of confidentiality; (ii) was lawfully received by Recipient from a third party without restriction and, to Recipient's knowledge, without a breach of a confidentiality obligation to Discloser; (iii) is or becomes generally available to the public other than through violation of this Agreement; or (iv) was or is independently developed by Recipient without use of or reference to the Discloser's Confidential Information. Recipients agree to: (i) keep the Confidential Information of Discloser confidential and not use or copy Confidential Information other than as expressly authorized by the Discloser; (ii) protect the Confidential Information of Discloser from unauthorized use or disclosure by using at least the same degree of care as Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) limit access to Confidential Information to those of Recipient's Representatives who need access for purposes consistent with this Agreement and ERC membership. Recipient shall ensure its Representatives are bound by obligations of confidentiality and restrictions on use substantially comparable to these terms before any disclosure is made, however Recipient shall remain responsible for any breach by its Representatives as if done so directly by Recipient. In the event a Recipient or any of its Representatives are legally compelled to disclose Confidential Information of Discloser, Recipient will, to the extent legally permissible, provide Discloser with notice of same and a reasonable opportunity to challenge such disclosure or seek other appropriate relief. Nothing herein shall prohibit ERC from utilizing data or other information received from or through Member in furtherance of ERC membership to the extent such data and/or information is used only in an anonymized and aggregated manner.

INTELLECTUAL PROPERTY. Materials and services provided to ERC Members may not be used for any purpose other than for the Members' own internal business needs. Any reproduction, resale, remarketing, or utilization of ERC materials, benefits, or service deliverables outside of Member's business organization is strictly prohibited unless written permission is provided by ERC in its sole and absolute discretion. This specifically includes copyrighted ERC surveys and such other ERC proprietary and/or copyrighted processes, tools, and business methods. (NOTE to Applicants and Members that provide human resources related services (including Staffing Firms, HR Consultants, Brokers, and Law Firms) – Data, reports, analytics, tools, surveys, results, and other information obtained from or through ERC or your ERC membership are not to be used for your organization's own financial gain. This includes directly or indirectly selling, remarketing, sharing, or disseminating such information to your clients, or using it for your client's own benefit). Member authorizes ERC to utilize Member's name and/or business

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logo to identify it as an ERC member in ERC marketing materials and on its website. Member may withdraw this authorization by providing ERC thirty (30) days written notice to membership@yourERC.com.

BREACH. In addition to ERC’s right to suspend or terminate Member’s membership for breach of this Agreement (through written notice to Member), should ERC find it necessary to pursue legal action against an Applicant or Member for damages, unpaid fees, or equitable relief, ERC shall be entitled to recover from Applicant/Member all costs and expenses ERC may incur as a result of such action (including attorney’s fees) should it be the prevailing party, in addition to any other damages and/or remedies available to ERC.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ERC, ITS AFFILIATES, ITS PROVIDERS OF MEMBER SERVICES, OR THEIR RESPECTIVE TRUSTEES, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO APPLICANT OR MEMBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER ARISING, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE, LOST DATA, OR COST OF SUBSTITUTE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF ERC TO AN APPLICANT/MEMBER FOR DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND, REGARDLESS OF CAUSE, EXCEED IN THE AGGREGATE, THE EQUIVALENT OF ONE YEAR OF APPLICANT/MEMBER’S MEMBERSHIP FEES. ERC SHALL NOT BE LIABLE FOR

ANY FAILURE OR DELAY IN FULFILLING OR PERFORMING ITS OBLIGATIONS TO APPLICANT/MEMBER WHEN AND TO THE EXTENT SUCH FAILURE OR DELAY IS ATTRIBUTABLE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF ERC, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FLOOD, FIRE, EARTHQUAKE, POWER OUTAGES, TELECOMMUNICATIONS BREAKDOWNS, GOVERNMENTAL ACTIONS, WAR, INVASION OR HOSTILITIES, TERRORIST THREATS OR ACTS, RIOT, OR OTHER CIVIL UNREST, NATIONAL EMERGENCY, INSURRECTION, EPIDEMIC OR PANDEMIC, LOCK-OUTS, STRIKES, OR LABOR DISPUTES.

GENERAL TERMS

Member may not assign its membership rights, privileges, or benefits or delegate any membership obligations to a third party without the prior written consent of ERC. Any assignment or delegation in violation of this section is null and void. No assignment or delegation, regardless of consent, shall relieve Member of its obligations hereunder. This Agreement shall be binding upon the successors and permitted assigns of Member. No waiver by ERC of any provision of this Agreement is effective unless explicitly set forth in writing and signed by an authorized ERC representative. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege of a party shall operate or be construed as a waiver of such violation or a future violation.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Those provisions of this Agreement which by their nature are intended to survive its expiration or termination, shall so survive.

Applicant signature: _____

Applicant printed name: _____

Applicant title: _____

Date: _____