

Sales Leader Alliance
MEMBERSHIP AGREEMENT



MEMBER INFORMATION

Name ("Applicant"):

Company ("Applicant's Company"):

Title:

Company Address:

Company City/State/Zip:

Business Phone:

Cell phone:

Email:

REQUEST FOR MEMBERSHIP

Pivotal Advisors offers membership to either the individual Applicant or to the Applicant's Company. Applicant or Applicant's Company wishes to become a member of the Pivotal Advisors' Sales Leader Alliance (the "Alliance"), a group of sales leaders from non-competing companies that meet on a monthly basis to share knowledge and experience with the goal of improving the skills of its Members and the performance of their respective teams. The Alliance is operated by Pivotal Advisors, LLC headquartered at 15815 Franklin Trail SE, Suite 400, Prior Lake, MN 55372 ("P.A.").

Applicant or Applicant's employer ("Applicant's Company") wishes to apply for membership to the Alliance as designated below and agrees to the benefits, terms and conditions of membership to the Alliance as outlined in this Agreement. Such application for membership to the Alliance is identical whether applying as an individual Applicant or as the Applicant's Company with the exception of transferring of the membership as outlined in this Agreement.

MEMBERSHIP TYPE

- Applicant is applying for membership to the Alliance as an individual and is responsible for the fees and terms outlined in this Agreement
- Applicant's Company is applying for membership to the Alliance as a company for participation by the Applicant and is responsible for the fees and terms outlined in this agreement

MEMBERSHIP BENEFITS

Upon acceptance by P.A and attendance to the Applicant's first Alliance meeting, the Applicant will become a member of the Alliance. P.A. will use reasonable efforts to insure that the Alliance does not contain members from companies that would be considered direct competitors to the companies of other members. Membership is only available to one



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person per company per Alliance group. Multiple people from the same company may be placed in separate Alliance groups. P.A. will determine who will be accepted into the Alliance in its sole discretion.

Members of the Alliance will have the following benefits available to them:

- 1) Monthly half-day meetings with other members of the Alliance to discuss specific topics brought to the meeting by Alliance members and general topics brought to the group by P.A.;
- 2) Expert speakers brought in from time to time to discuss topics specific to the role of the sales; and,
- 3) Eight (8) hours of Pivotal Advisors consulting time to be used by the Applicant in any business manner agreeable to both parties. This may include, but is not limited to, coaching, training, facilitation, and consulting.

PAYMENT, FEES and TERM

If made available by P.A., Applicant may choose to attend one initial Alliance meeting (the “Initial Meeting”) prior to joining the Alliance. The Applicant or Applicant’s Company agrees to pay a fee of \$100 for participation in the Initial Meeting. The Applicant has no further obligation to Pivotal Advisors or to membership in the Alliance for participation in this Initial Meeting.

If the Applicant chooses to become a full-time member of the Alliance, the following terms will apply. The fee for the Initial Meeting is applicable toward the Applicant’s first monthly payment of full membership. The Applicant or Applicant’s company agrees to pay a fee of seven hundred dollars (\$700) per month for a minimum of one-year membership to the Alliance (“Initial Term”). P.A. will adjust the billing schedule to match your needs (monthly, quarterly or yearly) as you have chosen below. Membership will begin on the date of the first meeting, or first meeting following the Initial Meeting if applicable, (“Membership Date”) and will renew on a monthly basis following the Initial Term unless terminated by the Applicant or Applicant’s Company with a sixty (60) day written notice.

Please initial your preferred billing cycle from these options:

- YEARLY** - Invoice either my company or me (as indicated above under membership type) my annual membership of \$8,400 in advance of each membership year
- QUARTERLY** - Invoice either my company or me (as indicated above under membership type) my quarterly membership of \$2,100 in advance of each calendar quarter
- MONTHLY** - Invoice either my company or me (as indicated above under membership type) my monthly membership fee of \$700 in advance of each month.

TERMINATION

As designated by Membership Type above, the Applicant or Applicant’s Company may choose to terminate membership to the Alliance at any time prior to the third monthly meeting following the Applicant’s Membership Date and neither the Applicant or Applicant’s Company shall be liable for any further payments beyond the payment for the months that the Applicant was a member of the Alliance. No refunds will be granted to Applicant or Applicant’s Company for any reason if the Applicant fails to terminate membership prior to the third monthly meeting following the Membership Date. No refunds will be given if the Applicant fails to attend any or all group meetings or take advantage of any other benefits made available to them.



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P.A. reserves the right to terminate Alliance membership of Applicant or Applicant’s Company at any time for repeated failure to participate in Alliance meetings or for conduct not suitable for the peer group. Such conduct may include, but is not limited to, using Alliance meetings to commercially promote the Applicant or Applicant’s Company or violation of the terms of this Agreement. If P.A. should terminate membership, fees will be due for those Alliance meetings that took place up until time of the termination whether Applicant attended such Alliance meetings or not.

TRANSFER OF MEMBERSHIP

If Applicant has applied for membership to the Alliance as an individual as is designated above under Membership Type and Applicant discontinues to be employed at Applicant’s Company for any reason, the Applicant may continue to be a member of the Alliance subject the terms of this Agreement.

If the Applicant’s Company has applied for membership to the Alliance as a company as is designated under Membership Type and Applicant should discontinue employment with Applicant’s Company for any reason, membership to the Alliance will remain with the Applicant’s Company and may be transferred to another employee from the same company at no additional charge for the remainder of the membership term.

MEMBER RESPONSIBILITIES

Once accepted as a Member to the Alliance, Applicant agrees to the following membership terms:

- 1) Applicant will contribute his/her skills and knowledge to assist other members of the Alliance.
- 2) Applicant will host at least one monthly group meeting per year.
- 3) Applicant will us best efforts to participate in 75% of the group sessions yearly. P.A. understands that scheduling conflicts may cause members to miss some meetings, but members should make an effort to attend as many group meetings as possible.
- 4) Applicants will maintain strict confidentiality regarding all issues shared among members at Alliance meetings.

ACKNOWLEDGEMENT

Applicant, Applicant’s Company (if applicable) and P.A. acknowledge that they have read, understood and agree to the terms and conditions outlined in this Membership Agreement.

APPLICANT
(required regardless of Membership Type)

APPLICANT’S COMPANY
(required if applying as a company)

PIVOTAL ADVISORS, LLC

(Signature)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Printed Name)

(Date)

(Date)

(Date)