



MEMBERSHIP AGREEMENT - MATCHMAKERS NETWORK

This Membership Agreement is entered into as of today, between Matchmaking Institute Inc. (singularly, or together with the Matchmakers Network), referred to herein as "MMI") and _____ ("the Member").

In consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. MMI Network. The MMI Network is a **worldwide network of Certified & Professional Matchmakers**. As a Member, you will be listed in, and have the potential to get some referrals.

2. Client Ownership. Your clients remain exclusively yours. Only you have access to your clients' personal information.

3. Benefits. As a Member, you can:

- Gain credibility by being part of a network geared toward regulating the industry;
- Gain national expansion without having to open up offices all over the country;
- **Gain substantial exposure from nationwide marketing and PR;**
- Share resources and referrals;
- **Expand your clients' potential matches with access to the Matchmakers Multiple Listing Service (MMLS);**
- Pool resources with other matchmakers across the country to facilitate matches on a national scale;
- Gain from the benefits the network provides to your clients;
- **Enjoy exclusive discounts from our partners (available to you AND your clients);**
- Have the support of a network, while maintaining the privacy of your business;
- **Sign up some of your contacts into the MMLS and receive \$100 per new sign up.**

4. Quality Control. Clients may be given satisfaction surveys and can offer feedback to MMI regarding quality of the services rendered by the Member.

5. Accreditation. MMI approves Members to be listed, based on their effective business as a matchmaker, experience, reputation or credentials, at the Board's discretion.

6. Private Access. Once a Member of the Matchmakers Network, you get a private access and can log in to your administration page. As a Member, you can:

- Edit and modify your bio;
- Share resources and experience;
- **Get referrals;**
- Access the Matchmakers Multiple Listing Service (MMLS);
- Use the Message Board for any inquiry or search for matches;
- Benefit from cutting-edge matchmaking technologies or resources, and updated revisions;
- Have access to MMI's press review;
- Get the Members Logo to add to your website and stationary.

7. Visibility. As a member, you are featured on the Matchmaking Institute Resource List highlighting your service and style, available to the media.

As a member, you will receive an official "Approved Member" seal of membership and excellence in the industry. You are granted authorization to use the official seal for marketing and advertising purposes.

8. Fees & Dues.

a. Accreditation

There is **no fee to be accredited** and listed on the Matchmaking Institute Resource List of Approved Members.

b. Referrals

Each Member shall pay a commission of 20% of any gross commissions or fees received or accrued as part of any transaction in which the original lead was provided by MMI by credit card.

Payment in full shall be made to the Matchmaking Institute, by the Member, within 30 days following the earlier of (i) the signing of a contract for a commissionable transaction, or (ii) receipt or accrual of commissionable funds by or on behalf of the Member. **If a Member wants to refer a new client to another Member, the Member shall do it through MMI. Then, MMI shall pay the referring Member half of its referral fee (10%).**

c. Network

In order to support the continuous growth of the network, **each Member shall pay an annual due of \$200**. Dues must be paid in full upon signature by credit card. Membership shall be declined until full payment is received.

9. Member's undertaking - Duties As a Member, your duties are as follows:
a. **Add the "Approved Member" seal** of membership on their website within 4 weeks of the beginning of your membership and on your stationary linking to www.matchmakinginstitute.com .
b. Help broadcast and promote to other matchmakers and/or the media all new information about the Matchmaking Institute Matchmaker Network and mention the Matchmaking Institute's website and contact information.
c. Help recruit new members, if appropriate.
d. **Work in conjunction with MMI to develop the Network brand awareness**, especially as being the first matchmakers network. This includes but is not limited to being available for press interviews and the ability for MMI to use the member's name in press coverage.
e. **Strive to maintain a professional level of competence**; act with integrity in all matters; accept responsibility for the consequences of your acts and make reasonable efforts to ensure that your services are properly used.
f. Render services as advertised and make accurate and factual public statements relating to your services; practice within the limits of your competence and experience.

10. Term. **Membership shall commence upon execution of this Agreement and shall continue in full force and effect for one year**, unless termination of the membership by MMI is necessary before completion of the contract. The Agreement shall be automatically renewed for successive one year terms thereafter unless either party notifies the other in writing thirty (30) days prior to expiration of the then current term.

11. Proprietary Rights. Matchmaking Institute, Certified Matchmaker, The Matchmakers Network, the Matchmakers Multiple Listing Service (MMLS), their names marks and logos are solely owned by Matchmaking Institute Inc. MMI owns and retains other proprietary rights in all services offered by MMI.

12. Confidentiality. The Member acknowledges that during the engagement Member will have access to and become acquainted with various processes, information, records and specifications owned or licensed by MMI in connection with the operation of its network including, without limitation, business and product processes, methods, matchmakers lists, accounts and procedures. The Member agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with MMI.

13. Conflicts of Interest. During the term of this Agreement and until five (5) years following any termination, the Member shall not, directly or indirectly, hire, solicit, or encourage anyone to leave MMI Matchmakers Network and to enter any other network or association of matchmakers.

14. Non-Competition. As a Member of the MMI Network and until a period of 12 months after the termination of its membership, the Member will not engage as a member in or become employed in any capacity by, or become an officer, employee, director, agent, consultant, contractor, shareholder or partner of, or otherwise hold an interest in, any partnership, corporation or other entity that competes with the MMI Matchmakers Network, or engages in, anywhere in the United States or Canada, any business of training or certifying matchmakers. The Member agrees that this covenant is reasonable with respect to its duration, geographic area and scope. If, at the time of enforcement of this Section a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Member and MMI agree that the maximum period, scope or geographic area legally permissible under such circumstances will be substituted for the period, scope or area stated herein. In the event of a breach of The Member's covenants in this Section 19, it is understood and agreed that MMI shall be entitled to injunctive relief as well as other applicable remedies at law or in equity available to MMI against The Member or others.

15. Termination. MMI may terminate this Agreement at any time by 10 business days' written notice to The Member. In addition, if The Member is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of MMI, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, MMI at any time may terminate the engagement of The Member immediately and without prior written notice to The Member.

16. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of laws, as it applies to a contract made and performed within the State of New York. Any action to construe or enforce this Agreement shall be brought in the courts of New York State, located in the county of New York.

Matchmaking Institute Inc.
Jerome A. Chasques
President



MATCHMAKER'S NAME: _____

COMPANY, if any: _____

SIGNATURE: _____

DATE:

In order for the Matchmaking Institute to confirm your membership and send you referrals, we need your credit card / debit card information.

Each Member shall pay an annual due of \$200. Dues must be paid in full by credit card upon signature of your Agreement, and before the first day of each anniversary date. Membership shall be declined until full payment is received.

Each Member shall be charged a commission of 20% by credit card of any gross commissions or fees received or accrued as part of any transaction in which the original lead was provided by MMI.

If a Member wants to refer a new client to another Member, the Member shall do it through MMI. Then, MMI shall pay the referring Member half of its referral fee (10%).

Payment Method - Credit Card or Debit Card

Visa Master Card American Express Discover

Name (as it appears on the card):

Credit Card Number:

Expiration Date: Month / Year

CID Security Code:

American Express®: The CID number is located on the front of the American Express card above your account number. The CID number is pre-printed on the credit card.

Visa®/Mastercard®/Discover® Card: The CID number is located on the back of the credit card and is the last three numbers after your account number.

Billing Address:

City, State, Zip:

Authorized Signature

Date / /