

NATIONAL ASSOCIATION OF MURAL PROFESSIONALS™

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between NAHIP LLC, a Connecticut Limited Liability Company, doing business as The National Association of Mural Professionals (“NAMPT™”), and the undersigned entity (“Member”). Member agrees to be a Member of NAMPT™ based on the following terms and conditions:

1. DEFINITIONS

1.1 Member means the undersigned Member.

1.2 Members mean all NAMPT™ Members, including Members who may become Members after the undersigned Member joins.

1.3 Code of Conduct means the NAMPT™ standards of business practice, as in effect and as amended from time to time, a copy of which is posted on the NAMPT™ website at: www.MuralProfessionals.com and provided to all new members.

1.4 Confidential Information means and includes any and all information which is only available to active members and published in the Members Only area on the NAMPT™ website at: www.MuralProfessionals.com.

1.5 Contribution means a submission of information related to the mural profession, either orally or written for purposes of sharing with other members.

2. MEMBERSHIP

2.1 Membership. Subject to the terms and conditions of this Agreement, Member agrees to be a Member of NAMPT™.

2.2 Qualifications. The Member is an individual who either owns or works for a company which is in the business of providing mural installation services. Applicant must not have been convicted of any criminal offence (or in military service convicted by a general court martial) or currently have any criminal charge pending. In addition, member must have completed an approved training course such as the one available at: www.MuralBusiness.com. Please contact support@muralprofessionals.com for approval of other training programs prior to submitting an application.

2.3 Support for Mission. During the term of its membership in NAMPT™, the Member expects to provide mural installation services to the public and support the mission of improving homes and businesses.

2.4 Member Benefits. The Member shall be entitled to the benefits provided by this agreement. The Member shall be entitled to receive materials disseminated to the Member, to request updates to the web pages maintained by NAMPT™ on behalf of the member, and to the other benefits of such membership, as determined by NAMPT™.

2.5 Use of Name. The Member may publicly disclose that he/she is a Member of NAMPT™. However, the Member may not identify any product or service as being sanctioned by, sponsored by or associated with NAMPT™. The Member may use the NAMPT™ graphics published in the Members only area of the NAMPT™ website at: www.MuralProfessionals.com on printed or electronic materials. NAMPT™ shall have the right to include the Member’s name, business profile and contact information in any lists of Members published by NAMPT™ and to announce that the Member has joined NAMPT™. Member may also use the text “Certified Mural Professional” and/or the “CMPSM” designation following their name once accepted as a member and training qualifications have been verified.

2.6 Web Page Listing. The Member shall be provided an individual web page hosted on the NAMPT™ website maintained by NAMPT™ which will display business information such as services offered, business name, member name and contact information. The Member’s profile and contact information will be made available to the general public on the NAMPT™ website at: www.MuralProfessionals.com as long as the Member is active with no outstanding membership dues owed.

3. OBLIGATIONS OF MEMBERS

3.1 Code of Conduct. The Member has reviewed, hereby approves and agrees to abide by the NAMPT™ Code of Conduct which specifies professional behaviors expected of all NAMPT™ members. Terms used in this Agreement have the same meaning as when the same terms are used in the Code of Conduct.

3.2 Contribution. The Member may make Contributions to NAMPT™ either orally or written which may be shared with the NAMPT™ membership subject to approval by NAMPT™ management. The Member agrees that all submissions will become the property of NAMPT™ and may be shared with all NAMPT™ members.

3.3 Dues and Other Fees. The Member shall pay annual dues and fees as established by NAMPT™. In addition, NAMPT™ may also establish reasonable additional fees or charges for participation in conferences or for other optional membership benefits.

3.4 Expenses. The Member shall bear its own costs and expenses for its participation in NAMPT™, such as travel, employee compensation, and incidental expenses.

3.5 Notification. The Member agrees to immediately notify NAMPT™ if they have been convicted of any criminal offence (or in military service convicted by a general court martial) or if they have any criminal charges pending. If a Member is convicted of a criminal offence their membership will be terminated immediately. If a member has criminal charges pending their Membership will be temporarily suspended pending the outcome of such charges.

4. INFORMATION

4.1 Confidential Information. The Member agrees that Confidential Information is confidential and shall be maintained in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information. Member will neither disclose nor distribute Confidential Information under any circumstances.

5. TERM AND TERMINATION

5.1 Term. Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon the Member's payment of dues.

5.2 Termination by Member. The Member may withdraw from membership by terminating this Agreement at any time upon the giving of written notice to NAMPT™. Member dues already paid are not refundable. Partial refunds of membership dues will not be made by NAMPT™.

5.3 Termination by NAMPT™. NAMPT™ may terminate this Agreement on written notice, if Member breaches its obligation under this Agreement. Member shall be obligated to pay dues or fees which accrued prior to the effective date of termination.

6. NO WARRANTY & LIMITATION OF LIABILITY

6.1 NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL CONTRIBUTIONS, SPECIFICATIONS, AND GUIDELINES PROVIDED OR RELEASED HEREUNDER TO NAMPT™ BY MEMBER OR ITS AFFILIATES OR TO MEMBER OR ITS AFFILIATES BY NAMPT™ OR FROM OR TO ANY OTHER MEMBERS OR SUCH OTHER MEMBERS' AFFILIATES, ARE PROVIDED AND RELEASED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY MEMBERS OR NAMPT™ BE LIABLE TO OTHER MEMBERS OR TO NAMPT™ FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. OTHER PROVISIONS

7.1 No Transfer. The Member may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of NAMPT™.

7.2 Notice. The Member identified below will receive all notices and communications under this Agreement. The Member may change their contact information by written notice to NAMPT™. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile.

7.3 No Joint Venture. Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member an employee, agent or representative of NAMPT™ or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or with NAMPT™.

7.4 Compliance with Laws. The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in NAMPT™.

7.5 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Connecticut, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

7.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

7.7 Amendments. This Agreement may be amended at the discretion of NAMPT™. The Member shall be given at least thirty (30) days' prior written notice of the effective date of an amendment. A Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its membership in NAMPT™.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.9 Integration. This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in NAMPT™.

8. EFFECTIVE DATE

8.1 This Agreement shall be effective when it is accepted by NAHIP, LLC

MEMBER:

By: _____
Printed Name: _____
Title: _____
Address: _____

(Signature) Dated: _____

Phone # _____
Fax #: _____
E-mail: _____

(Please Print Clearly)

ACCEPTED AND AGREED:

NAHIP, LLC dba The National Association of Mural Professionals™ ("NAMPT™")

By: _____
Printed Name: _____
Title: _____

(Signature) Dated: _____

Instructions: Please complete the MEMBER section above, sign and return by email or postal mail.

Email: support@MuralProfessionals.com

**Mail: NAMPT
PO BOX 365
HEBRON, CT 06248**

NATIONAL ASSOCIATION OF MURAL PROFESSIONALS™

MEMBER CODE OF CONDUCT

This Code of Conduct is a set of principles to provide guidelines in our professional conduct with clients, colleagues, and the community. As a member of the National Association of Mural Professionals™, I pledge to exercise judgment, self-restraint, and conscience in my conduct in order to establish and maintain public confidence in the integrity of NAMPTM members and to preserve and encourage fair and equitable practices among all who are engaged in the profession of mural installation services.

I agree to the following best practices and ethics as a member of NAMPTM:

CLIENTS

Working Relationships

- I will serve my clients with integrity, competence, and objectivity, and will treat them with respect and courtesy.
- I will offer services in those areas in which I am qualified and will accurately represent those qualifications in both verbal and written communications.
- When unable or unqualified to fulfill requests for services, I will make every effort to recommend the services of other qualified professionals.
- I will advertise my services in an honest manner and will represent the mural services profession accurately.

Confidentiality

- I will keep confidential all client information, both business and personal, including that which may be revealed by other mural professionals.
- I will use proprietary client information only with the client's permission.
- I will keep client information confidential and not use it to benefit myself or my firm, or reveal this information to others.

Fees

- I will decide independently and communicate to my client in advance my fees and expenses, and will charge fees and expenses which I deem reasonable, legitimate, and commensurate with my experience, the services I deliver, and the responsibility I accept.
- I will make recommendations for products and services with my client's best interests in mind.

COLLEAGUES

- I will seek and maintain an equitable, honorable, and cooperative association with other NAMPTM members and will treat them with respect and courtesy.
- I will respect the intellectual property rights (materials, titles, and thematic creations) of my colleagues, and other firms and individuals, and will not use proprietary information or methodologies without permission.
- I will act and speak on a high professional level so as not to bring discredit to the mural services profession.