*Member Application*

# DISCLAIMER: Completion of this form or the accompanying questionnaire in no way ensures admittance as a “Member” into the BIZPAC.us association of business owners, (BIZPAC), a wholly owned business unit of JL Trahan Corporation. BIZPAC reserves the right to admit, deny admittance to or cancel the membership of any Member in BIZPAC at its sole discretion at any time. Member’s rights and privileges shall be defined and amended from time to time as determined by BIZPAC and shall include participation in members only meetings, events and community initiatives.

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| Name:\_\_  Company:\_\_\_                Title     Address:\_\_  City:\_     \_ State:      Zip:\_  Phone:\_      E-mail:\_ |
| CERTIFICATION BIZPAC’s mission is to provide education to business owners and those interested in working together with other like-minded business owner to affect legislation and governance to promote business fair play so businesses can thrive. BIZPAC.us provides an informal platform for review of new legislation and political campaigns for evaluation and input. Persons registering with BIZPAC must complete one of the following certifications:  **FOR EXECUTIVE MEMBERS:**  I certify that I am a registered voter in my district. I certify that I qualify as either a business owner, a chief-level executive, or an “accredited investor” as defined in Regulation D of the Act, and I possess such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of prospective investments. With respect to an individual, Regulation D defines “accredited investor” as any natural person (i) whose individual net worth, or joint net worth with that person's spouse, at the time of a purchase exceeds $1,000,000 or (ii) who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.  Signature     \_\_ Date\_\_  **FOR YOUNG PROFESSIONAL MEMBERS:**  I certify that I am a registered voter and that I qualify as a professional in the workforce under the age of 40.  Entity:  Signature:\_      Date  Title:\_\_ |
| **ACKNOWLEDGEMENT: I HEREBY ACKNOWLEDGE THAT BIZPAC DOES NOT ADVISE OTHERS REGARDING INVESTMENTS OR SECURITIES AND DOES NOT ISSUE REPORTS OR ANALYSES REGARDING INVESTMENTS OR SECURITIES AS PART OF A REGULAR BUSINESS. IF ADMITTED AS A MEMBER, I ACKNOWLEDGE THAT I SHALL BE SUBJECT TO ALL APPLICABLE PROVISIONS OF SUCH DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, THE ETHICS PROVISIONS OF ARTICLE XII OF THE BYLAWS WHICH IS ATTACHED AS ANNEX A HERETO, INCLUDING THE CONFIDENTIALITY REQUIREMENTS IMPOSED ON MEMBERS.**  **RELEASE**: I understand that BIZPAC reserves the right to request a background check and employment verification prior to admission and at any point during the membership period. I understand that BIZPAC reserves the right to request a list of references or a letter of recommendation from another Member or professional prior to admission. I also understand that completion of this application, membership fee payment, and additional documentation does not guarantee admission. I acknowledge that BIZPAC reserves the right to deny or revoke membership in the event of lawful or unlawful misconduct.  **ARBITRATION**: For the resolution of any dispute by and between BIZPAC and an admitted Member or any prior Member, the dispute shall be submitted to binding arbitration in Houston, Texas. Any such arbitration shall be conducted under the auspices of, and pursuant to the rules of, the American Arbitration Association (“AAA”) as then in effect, or such other procedures as the parties may agree to at the time, before a tribunal of three arbitrators, one of which shall be selected by each of the parties to the dispute and the third of which shall be selected by the two arbitrators previously elected. If a party fails to appoint an arbitrator within 30 days from the date a “Demand to Arbitrate” was made under Rule 6 of the AAA, the AAA shall make the appointment of the arbitrator. Should any of the arbitrators appointed die, resign, refuse or become unable to act before a decision is given, the vacancy shall be filled by the method set forth in this clause for the original appointment. Any award issued as a result of such arbitration shall be final and binding between the parties, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought.  I understand the acknowledgements above, and I have voluntarily and knowingly entered into the release of liability and agreement to arbitration by executing below:  Signature       Date  Referred to BIZPAC by      Accepted:  (BIZPAC Member’s Name)  BIZPAC  By:  Name:  Title: |

**ANNEX A**

**ARTICLE XII**

**Extract from the Bylaws**

**12.01 Ethics Policy.** To achieve its objective of fostering the successful growth of technologically oriented, early stage enterprises, the Company must enjoy the trust and respect of the business community, and its members must enjoy mutual trust and respect. Consequently, the Company requires that its members and directors observe and has observed the highest possible standards of ethical conduct in all aspects of their business and professional lives. The guidelines provided herein are intended to alert the Company’s members and directors to the ethical considerations that are of particular concern to other members and directors within the Company, to the Company’s ability to perform its role in the community and to those enterprises who seek access to such capabilities. They should not, however, be viewed as an exhaustive catalog of the ethical obligations of the Company’s members and directors. Each member and director is expected to supplement these guidelines with his or her own good judgment, sound moral intuition, and business sense in all dealings with other members and directors and companies exposed to any member or director as a result of Company activities.

(a) Information specified as confidential acquired in the course of the Company’s activities concerning (i) actual or prospective presenters or (ii) panelists or their respective businesses, shall not be disclosed to anyone other BIZPAC such participants in the Company’s activities who agree to maintain the confidentiality of such information. If there is reason to believe, however, that the person or persons from or through whom such confidential information was obtained would object to further dissemination of that information, the person to whom the information was disclosed shall make no further disclosure of the information to anyone. In addition, each member or director shall take reasonable precautions to maintain the confidentiality of any confidential information that he/she obtained through participation in the Company including, without limitation, exercising reasonable care to prevent his/her employees, partners, business associates, or others from obtaining such information.

(b) No member or director shall use any information, whether confidential or not, acquired as a direct result of his review of confidential information on behalf of the Company to the disadvantage of the person or entity from who it was obtained.

(c) No member or director shall use any confidential information about any person or entity acquired as a result of his/her activities on behalf of the Company for his/her own advantage without the consent of such person or entity, or to the disadvantage of the business entity or person from who it was obtained.

(d) Every member or director shall fully and promptly disclose any situation whereby, through having an economic interest in any presenting company or company seeking access to the Company process, he/she might be perceived as having a potential conflict of interest in the absence of such full and prompt disclosure.

(e) Every member and director shall disclose to the Company any business or professional relationship he/she has with actual or prospective presenters or panelists or with other persons that he/she seeks to involve (other BIZPAC a member of the audience or a sponsor) in the Company’s activities where he/she feels a conflict or perception of conflict might arise.

Under certain circumstances, deviations from the foregoing guidelines may be acceptable. The member or director who wishes to deviate from the guidelines, however, is obligated to make adequate disclosure to, and obtain the consent of, the persons or entities whose interests are most significantly affected by the proposed exception to the guidelines. When disclosure to the Company is appropriate, disclosure in writing to the Executive Committee shall be deemed disclosure to the Company. Issues regarding the privilege of membership are vested in the Board of Directors, which also enjoys full and final responsibility and authority in maintaining the integrity of the provisions of this Article XII.

**RELEASE OF LIABILITY, INDEMNITY AND BACKGROUND CHECK AUTHORIZATION AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities (the "Activities") associated with the BIZPAC.us, a wholly owned business unit of the JL Trahan Corporation (collectively, "BIZPAC"), and to the fullest extent permitted by law, the undersigned, corporately, individually and on behalf of his/her family, heirs, administrators, executors and assigns, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement"). This Agreement shall remain in effect for as long as the undersigned participates in the Activities.  
  
**1. ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property.

**2. RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES BIZPAC, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "BIZPAC Parties" or individually, an "BIZPAC Party") from any and all claims, causes of action, suits, demands, settlements, judgments, and/or expenses (including, but not limited to, reasonable attorneys' fees) for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of his/her entry into and participation in the Activities, including but not limited to the **NEGLIGENT ACTIONS OF THE BIZPAC PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS**. Without limiting the foregoing, the undersigned agrees that the BIZPAC Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.

**3. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:**  **The undersigned agrees to DEFEND, INDEMNIFY and HOLD HARMLESS THE BIZPAC PARTIES from any and all Claims, including, but not limited to, Claims resulting from THE BIZPAC PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the BIZPAC Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the BIZPAC Parties' liability as to any and all claims, causes of action, suits, demands, settlements, judgments and/or expenses (including, but not limited to, reasonable attorneys' fees) made by, through, or under the undersigned against the BIZPAC Parties related to the undersigned's entry into and participation in the Activities.**

**4. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understands that any such photographs, videos, recordings and/or interviews may be used by BIZPAC for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY BIZPAC with respect to any Claims related to the usage of such photographs, videos, recordings and/or interviews by the BIZPAC Parties and/or any media.

5. As further inducement to BIZPAC to permit the undersigned's entry into and participation in the Activities, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement, that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by the BIZPAC Parties, or any agent, attorney or other representative of an BIZPAC Party has influenced the undersigned in causing him/her to sign this Agreement. The undersigned understands that this Agreement shall be binding on his/her heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of this Agreement.

6. The undersigned certifies that he/she has never been convicted or received deferred adjudication (i) as a sex offender or (ii) of any crime related to abuse, assault or violence toward a child. Further, he/she authorizes BIZPAC to review any sex offender registries under his/her name. The undersigned also agrees that, if he/she is charged with such a crime, he/she will immediately advise the President of BIZPAC.

**7. USAGE OF BIZPAC NAME AND LOGO:**  Upon any termination, expiration, cancellation or suspension of membership or the Term of this Agreement, the undersigned shall discontinue all use of the Name and/or Logo. Furthermore, BIZPAC has an absolute right to terminate, cancel, suspend or withdraw the undersigned limited right to use BIZPAC’s name and Logo. The Name and Logo may not be used in any way as to represent approval by BIZPAC of the content of media with prior written permission of BIZPAC. A copy of any proposed media must accompany all requests for permission. The Name and Logo may not be used in any way as to represent an endorsement or certification by BIZPAC of any product or service offered by the undersigned. Nothing in this Agreement or usage of the BIZPAC Name and/or Logo shall confer any endorsement or approval of the undersigned products or services or of the undersigned. The Name and/or Logo are the property of BIZPAC and may only be used by a member of BIZPAC during that member’s period of membership. The Name and/or Logo must always be a component of or accompanied by the words “Professional Association Member” and/or “Professional Association Sponsor”

a) The undersigned may display the Name and/or Logo anywhere on the undersigns website at the undersigns primary internet domain name provided that the Name and or Logo is hot-linked properly to the BIZPAC website. The undersign’s online use of the Name and/or Logo will be linked, at a minimum from the most prominent reference to the Name and/or Logo on the respective page, to the BIZPAC website at http://www.BIZPAC.us (or such other address as shall be established).

b) The Name and/or Logo are protected by trademark and copyright laws and international trademark and copyright treaties, as well as other intellectual property laws and treaties and contain intellectual property exclusive to BIZPAC. All right, interest, title to, and ownership and intellectual property rights in, the Name and/or Logo and all copies remain with BIZPAC.

c) The undersigned is expressly prohibited from utilizing the Name and/or Logo for any purpose not permitted in this agreement, including copying the Name and/ or Logo, other than to make a single copy of the name and/or Logo in machine-readable format for back-up or archival purposes. The undersigned is permitted to make such copies for its internal use only. No modification of the Name and/or Logo or creative derivative works based upon the Name and/or Logo or any part of the Name and/or Logo is allowed without expressed written consent of BIZPAC.

d) The undersigned may not distribute copies of the Name and/or Logo to third parties. The undersigned must comply with all applicable laws regarding the use of the Name and/or Logo. BIZPAC reserves all rights not expressly granted.  
  
8. **AUTHORIZATION:** The undersigned further certifies that he/she is 21 years of age or older and will abide by all BIZPAC rules and policies. The undersigned asserts that they are of sound mind and capable of understanding and agree to these terms and conditions of membership. Furthermore, the undersigned is a duly authorized executive in the organization for which they represent and have the authorization, power and control to enter into this agreement and obligate the organization to these terms and conditions of membership.

**Signatory Page Only:**  
JL Trahan Corp (BIZPAC.us) BIZPAC VOLUNTEER

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Signature Signature

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Print Name/Title Print Name/Title  
  
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Date Date

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