

## **ARGYLE BUSINESS ASSOCIATION, LLC**

### **Networking Club Membership Agreement**

This Networking Club Membership Agreement (the "Agreement") sets forth the terms and conditions under which Argyle Business Association, LLC ("ABA"), a Texas limited liability company, grants the privileges of a private networking club (the "Club") membership to the undersigned individual or entity (the "Member" or "you").

**1. Purchase of Club Membership and Membership Privileges.** The Member is purchasing the following membership tier:

- ☐ Basic Bronze
- ☐ Business Silver
- ☐ Corporate Gold
- ☐ Executive Platinum

The Member is eligible for the following privileges for the selected membership tier during the term of membership:

(a) Participation ABA Events. The ABA facilitates for its members certain networking opportunities through weekly meetings, networking events, workshops, seminars, and other events (the "ABA Events").

(b) Listing in the ABA Directory. The ABA will include the Member in its member directory whether published online or in print, or both.

(c) Use of ABA Name and Logo. The ABA grants Member a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to use the ABA's name, logo, and other trademarks (the "Marks"). Use requires the prior written approval of the ABA and must be in the form supplied by the ABA, without alteration, and in accordance with any brand guidelines provided. Member shall not use the Marks in any manner (i) that implies the ABA's sponsorship, endorsement, or partnership; (ii) on products; or (iii) in any misleading, unlawful, or disparaging way. The ABA may suspend or revoke this license at any time upon notice, and the license automatically terminates upon termination of membership, whereupon Member shall promptly cease all use and remove/destroy materials bearing the Marks.

(d) Additional Privileges Offered Based on Membership Tier. The ABA offers certain additional membership privileges based on the selected membership tier. Such privileges are detailed in Exhibit A and subject to change in the sole discretion of the ABA.

**2. Acknowledgement of Membership Privileges.** The undersigned Member acknowledges that membership in the Club permits the Member to enjoy the membership privileges pertaining to the selected membership tier in accordance with this Agreement and the ABA Code of Conduct during the term. Membership in the Club is not an investment in the ABA and does not give the Member any rights whatsoever in the equity, ownership, or profits of the ABA. The ABA reserves the right, in its sole discretion, to terminate or modify the

membership tiers and corresponding membership benefits, and to add, issue, or modify any the of tier or class of Club membership.

- 3. Membership Dues.** The Member shall pay the membership dues as stated on Exhibit A for the selected membership tier. Membership dues may be paid (a) as a lump sum on the Effective Date, or (b) in installments over twelve months at the adjusted monthly rate, the first installment being due on the Effective Date. All rates are as stated on Exhibit A. The ABA reserves the right to update Exhibit A, including adjusting membership dues from year to year, with notice to the Member. All memberships are automatically renewed annually unless the member notifies us to not renew prior to the renewal date. Monthly payment plans are automatically renewed monthly.
- 4. The Argyle Business Association Code of Conduct.** Member agrees at all times to abide by the Argyle Business Association Code of Conduct as attached to this Agreement as Exhibit B. The current form of the ABA Code of Conduct shall be available for review at the weekly ABA meetings an upon request by the Member.

**5. Membership Term.**

(a) Initial Term. The Member's term shall begin on the later of (i) the date on which this Agreement is accepted and approved by ABA or (ii) the date on which either the lump sum or first installment of membership dues is received by ABA and shall continue thereafter for one year (the "Effective Date").

(b) Renewal Terms. The Member's term shall automatically renew annually, unless the Member requests termination of the membership prior to such renewal. Memberships dues for any renewal term will be billed at the Club's current rates in effect on the renewal date.

(c) Termination of Membership by ABA.

*Termination for Convenience.* The ABA reserves the right to terminate the membership of any Member at any time without cause. Upon such termination, ABA will refund the pro-rata, unearned portion of any prepaid membership dues for the then-current term, calculated from the date of termination through the end of that term.

*Termination for Cause.* In the event that the Member breaches this Agreement and fails to remedy such breach within fifteen (15) days of receiving notice from the ABA, detailing the breach in reasonable detail, the ABA may terminate membership upon notice to the Member. Notwithstanding the foregoing, the ABA may terminate the Member's membership immediately with notice to the Member if the Member violates the ABA Code of Conduct, as determined in the ABA's sole discretion. In either case, no membership dues shall be refundable to the Member.

## **6. Waiver, Release of Liability, Limitation of Liability, and Indemnification.**

(a) You expressly agree that your participation in or attendance at any ABA Event or other ABA-related activity or communication is at your own risk.

(b) To the fullest extent permitted by law, ABA shall not be liable for, and the Member releases and holds harmless the ABA and its officers, directors, employees, agents, volunteers, and members (collectively, the “ABA Parties”) from and against, any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees) arising out of or related to this Agreement or Member’s participation in ABA Events or other related activities and communications, including claims asserted by third parties, whether based in contract, tort (negligence) or otherwise. In no event shall any ABA Party be liable for any direct, indirect, punitive, incidental, special, consequential, exemplary or other damages, or for loss of profits, revenue, business, goodwill, data, or use.

(c) To the fullest extent permitted by law, in no event shall ABA’s aggregate liability to a Member for any and all claims, damages, losses, liabilities, costs, and causes of action—whether in contract or tort (including negligence), strict liability, or otherwise—arising out of or relating to this Agreement or Member’s participation in ABA exceed the total membership dues actually paid by Member to ABA for the then-current membership year.

(d) You agree to indemnify, defend and hold harmless the ABA Parties from and against any and all loss, liability, injury, claims, damages, expenses (including reasonable attorneys’ fees and costs), and other losses which ABA shall incur or suffer by reason of (1) your material breach of this Agreement or the ABA Code of Conduct, or (2) any negligent action or failure to act or willful misconduct by Member or Member’s employees, agents, contractors or representatives.

## **7. NO GUARANTEE OF RESULTS; “AS-IS” INFORMATION.**

MEMBER ACKNOWLEDGES AND AGREES THAT THE ABA PROVIDES NETWORKING OPPORTUNITIES ONLY AND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE—EXPRESS OR IMPLIED—REGARDING (A) RELATIONSHIPS, INTRODUCTIONS, REFERRALS, OR COLLABORATIONS; (B) THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION; (C) MARKETING OR PROMOTIONAL OUTCOMES; OR (D) ANY INCREASE IN BUSINESS, REVENUE, PROFITS, OR INCOME. ALL MATERIALS AND INFORMATION ARE PROVIDED “AS IS,” AND THE ABA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEMBER IS SOLELY RESPONSIBLE FOR ALL BUSINESS DECISIONS AND SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE. TESTIMONIALS AND EXAMPLES ARE ILLUSTRATIVE ONLY AND DO NOT PROMISE FUTURE RESULTS.

MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER’S PARTICIPATION OR ATTENDANCE AT EVENTS IS AT THE MEMBER’S OWN RISK.

THE ABA RESERVES THE RIGHT TO MODIFY, RESCHEDULE, POSTPONE, OR CANCEL ANY EVENT, PROGRAM, SPEAKER, VENUE, SOCIAL MEDIA GROUP OR ACCOUNT OR ONLINE PLATFORM OR OTHER FORMAT AT ANY TIME, WITH OR

WITHOUT NOTICE. THE ABA DOES NOT GUARANTEE ANY PARTICULAR NUMBER, FREQUENCY, TIMING, OR DURATION OF ABA EVENTS OR COMMUNICATIONS DURING ANY PERIOD; ALL SCHEDULING IS AT THE ABA'S SOLE DISCRETION.

**8. Image Release.** Except as otherwise agreed in writing, the Member hereby (a) irrevocably consents to be photographed, videotaped, or otherwise recorded in any media by ABA during your attendance at an ABA event and (b) authorizes ABA to use, publish, reproduce, and distribute your name, image, voice, and likeness as obtained from such photographs, videos or recordings without compensation to you. Notwithstanding the foregoing, ABA is not obligated to use or publish such materials.

**9. Miscellaneous.**

(a) No Assignment. Member may not assign this Agreement without the prior approval of the ABA.

(b) Attorneys' Fees. In the event either party shall bring legal action for the breach of or to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees, expenses and court costs, including those relating to any appeal. The provisions of this section shall survive the expiration or termination of this Agreement.

(c) Captions. The captions of this Agreement are inserted for convenience only and are in no way intended to define, limit, or prescribe the scope or intent of this Agreement or any part of this Agreement.

(d) Entire Agreement. This Agreement and the ABA Code of Conduct embody the entire understanding of the parties and supersedes all prior agreements and understandings and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.

(e) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The venue for any legal proceeding relating to this instrument shall be in Denton County, Texas, except as any statutory mandatory venue provisions may require otherwise.

(f) Severability. In case of any one or more of the provisions of this Agreement or any application of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application of such provisions shall in no way be affected or impaired.

(g) Amendments. This Agreement may be amended, from time to time, by the Argyle Business Association, LLC upon notice to the Member. Upon receipt of such notice, Member shall have seven (7) days to elect to terminate membership and receive a refund of any pre-paid membership dues, prorated through the date of termination. Failure to timely terminate membership shall be deemed an approval of the amendment.

(h) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make

previously owed payments to the other party) when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including but not limited to the following events: wars, insurrection, or rebellions; declarations of national emergencies; epidemics, pandemics, or other similar events; acts of God; or other causes beyond such party's reasonable control (financial inability excepted).

Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Member Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Member Email: \_\_\_\_\_

Member Phone: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Lynn Seeden, CEO  
Argyle Business Association, LLC

Date accepted by ABA: \_\_\_\_\_

**\*\*See Exhibits A and B on following pages.\*\***

## EXHIBIT A



### 2025 MEMBER BENEFIT LEVELS

BRINGING A STRONG IDENTITY TO THE ARGYLE BUSINESS COMMUNITY

| BENEFITS<br>1-Year Commitment<br>(Choose the 12-month<br>payments plan or<br>one single<br>annual payment.) | BRONZE<br>MEMBER                                                                                                                                                                                      | POPULAR<br>SILVER<br>MEMBER                                                                                                                                                                       | GOLD<br>MEMBER                                                                                                                                                                                                  | PLATINUM<br>MEMBER                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                             | <b>\$45 /mo.*</b><br>(*12 payments)<br>or <b>\$450/Yr</b><br>(1 annual payment)<br><ul style="list-style-type: none"> <li>0 staff/employees</li> <li>Solopreneur</li> <li>\$700-plus value</li> </ul> | <b>\$75 /mo.*</b><br>(*12 payments)<br>or <b>\$750/Yr</b><br>(1 annual payment)<br><ul style="list-style-type: none"> <li>0-25 staff</li> <li>One location</li> <li>\$1,400-plus value</li> </ul> | <b>\$150 /mo.*</b><br>(*12 payments)<br>or <b>\$1,500/Yr</b><br>(1 annual payment)<br><ul style="list-style-type: none"> <li>26-40 staff, and/or</li> <li>Two+ locations</li> <li>\$2,800-plus value</li> </ul> | <b>\$300 /mo.*</b><br>(*12 payments)<br>or <b>\$3,000/Yr</b><br>(1 annual payment)<br><ul style="list-style-type: none"> <li>41-plus staff and/or</li> <li>Three+ locations</li> <li>Or any size company</li> <li>\$4,400-plus value</li> </ul> |
| One (1) person may attend each Friday Connect networking meeting (\$20 per meeting for guests)              | 1 person / wk                                                                                                                                                                                         | 1 person / wk                                                                                                                                                                                     | 2 people / wk                                                                                                                                                                                                   | 2 people / wk                                                                                                                                                                                                                                   |
| ABA networking events                                                                                       | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Workshop opportunities (ticketed)                                                                           | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Subscription to newsletter                                                                                  | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Business directory listing                                                                                  | Basic listing                                                                                                                                                                                         | Basic listing                                                                                                                                                                                     | Professional listing                                                                                                                                                                                            | Premium listing                                                                                                                                                                                                                                 |
| Business referrals                                                                                          | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Event sponsorship opportunities                                                                             | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Marketing sponsorship opportunities in newsletter, on ABA website, in print ads                             | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| ABA Membership logo to use on your materials                                                                | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Business advocacy with Town of Argyle                                                                       | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Admission to online leads chat                                                                              | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Apply to serve on a committee                                                                               | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Post job openings; company deals                                                                            | ✓                                                                                                                                                                                                     | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| One (1) annual "Quick-Take" headshot (\$195 if a la carte, members only)                                    |                                                                                                                                                                                                       | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Ribbon cutting & ABA certificate                                                                            |                                                                                                                                                                                                       | ✓                                                                                                                                                                                                 | ✓                                                                                                                                                                                                               | ✓                                                                                                                                                                                                                                               |
| Training speaker at (1) Friday ABA mtg (10-minute speaking; \$150 if a la carte)                            |                                                                                                                                                                                                       | 1                                                                                                                                                                                                 | 2                                                                                                                                                                                                               | 4                                                                                                                                                                                                                                               |
| Member mailing list (value \$200)                                                                           |                                                                                                                                                                                                       |                                                                                                                                                                                                   | 1 time                                                                                                                                                                                                          | 2 times (with updates)                                                                                                                                                                                                                          |
| Press release (1 pg, up to 300 words; value \$300)                                                          |                                                                                                                                                                                                       |                                                                                                                                                                                                   | 1                                                                                                                                                                                                               | 1                                                                                                                                                                                                                                               |
| One Corporate table at ABA annual luncheon (up to 6 tickets total)                                          |                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                                                                                                                                                                                                 | 1 event PER YEAR                                                                                                                                                                                                                                |
| Use of Seeden Club Event Ctr (value \$350 / hr)                                                             |                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                                                                                                                                                                                                 | 2 hours PER YEAR                                                                                                                                                                                                                                |
| Drop-in office space (up to 18 hrs / year; as available; value \$900/yr)                                    |                                                                                                                                                                                                       |                                                                                                                                                                                                   |                                                                                                                                                                                                                 | 18 hours PER YEAR                                                                                                                                                                                                                               |

## **EXHIBIT B**

### **Argyle Business Association Code of Conduct**

The purpose of this Code of Conduct (the “Code”) is to create a safe, respectful, and professional environment for all members and guests of the Argyle Business Association, LLC Networking Club, a social club dedicated to fostering meaningful business connections and networking opportunities. This Code applies to all activities, meetings, events, and communications—whether in person, online, or otherwise conducted under the auspices of the Club.

#### **1. Be Respectful & Professional**

- Treat everyone with courtesy and respect.
- Bring a spirit of encouragement and cheerfulness to ABA events.
- Listen actively and avoid interrupting.

#### **2. Act with Integrity**

- Be truthful about your background, business, services, and products.
- Do not harass the ABA staff or other members

#### **3. Be Inclusive**

- Welcome all members and guests without discrimination or harassment.
- Seek collaboration rather than focusing on competition.
- Refrain from making disparaging comments about other members.

#### **4. Promote Responsibly**

- Engage with others with the goal of building each other’s businesses and putting others first.
- Share your products or services in a helpful, non-pushy way.
- Avoid spam or high-pressure sales tactics.

#### **5. Use Official ABA Online Platforms Appropriately**

- Official ABA platforms include the Argyle Business Association Facebook page (public); the Members Only Argyle Business Association Facebook page (private); any access or use of [www.ArgyleBiz.com](http://www.ArgyleBiz.com), the ABA Party Pros Leads Chat. More platforms will be added.
- Post and share only professional, relevant content.
- Avoid offensive or inappropriate material.
- No email is to be sent appearing as an official ABA communication without direct permission and authority of the ABA staff.

#### **6. Follow the Rules**

- Comply with the law, event guidelines, and venue rules.
- Violations may result in a warning or loss of membership.

Membership in the Argyle Business Association, LLC Networking Group is a privilege. By participating in Club activities, each member agrees to uphold this Code of Conduct and to contribute to a positive, respectful, and productive environment.