



Phylmar Affiliate Network
Inner Circle

Join the Phylmar Affiliate Network *Inner Circle*

...and Get Ahead of the Competition

MEMBER BENEFITS

(\$125/mo. for 12 months

\$100/mo. for 24 months)*

- Preference for assignment referrals
- Access to the Phylmar Affiliate Network
- Participate in Inner Circle networking events and webinars
- Enjoy special discounts for services, equipment and supplies
- Monthly newsletters
- Merger and acquisition assistance

*Based on one payment of \$1,500 or \$2,400, respectively



- Quickly expand your geographical and technical reach
- Reduce your business risk
- Increase profitability and operational efficiency

Phylmar Affiliate Network *Inner Circle* Membership Benefits

Membership in The Phylmar Affiliate Network *Inner Circle* provides an excellent return on investment and costs as little as \$125/month. *Inner Circle* membership increases your competitive advantage through access to our trusted network of more than 500 affiliates in 50 countries. You will increase your firm's visibility to target markets, and operate a more streamlined, efficient operation without the risk of adding staff.

Inner Circle members enjoy the opportunity to access The Phylmar Affiliate database and receive personalized consultation in finding the appropriate specialist for any project. All affiliates have been evaluated for their high quality and professionalism prior to being included in our global database.

Inner Circle members receive monthly best-practice newsletters where we spotlight our members and share timely, relevant technical, regulatory and business information specific to EHS consultants. Our members enjoy practice-enhancing networking events and webinars throughout the year.

For more *Inner Circle* Membership information contact:

Mark Katchen

mkatchen@phylmar.com

310-474-3937

Sign up Now!

Please complete the attached agreement and authorization.

Fax to 310-446-1826 or

email to mkatchen@phylmar.com

THE PHYLMAR GROUP, INC.**INNER CIRCLE MEMBERS AGREEMENT**

This agreement covers the terms of the PHYLMAR AFFILIATE NETWORK-INNER CIRCLE Member Program between The Phylmar Group, Inc. (hereafter referred to as PHYLMAR) and _____ (hereafter referred to as the MEMBER). MEMBER agrees to pay PHYLMAR an annual membership payment in connection with PHYLMAR'S Inner Circle Members Program. MEMBER will pay the invoiced amount to secure membership.

MEMBER will receive the following benefits:

1. Preference for assignment referrals from PHYLMAR.
2. Access to the Phylmar Affiliate Network. MEMBER, as the hiring contractor, will pay a fee per transaction per contractor when hiring any Phylmar contractor as the working contractor. The transaction fee will be included with the project budget. The Agreement for Professional Contracting Services executed between PHYLMAR and the MEMBER will apply for all contractor transactions.
3. Participate in Inner Circle networking events and webinars.
4. Receive MEMBER discounts for services, equipment and supplies.
5. Receive monthly Inner Circle newsletters.
6. Display of the MEMBER'S logo and contact information on the PHYLMAR AFFILIATE NETWORK-INNER CIRCLE web page on the PHYLMAR website. This logo will contain a hyperlink to the MEMBER'S website (currently at the domain name: www.MEMBER.com) as chosen by the MEMBER. PHYLMAR reserves final editorial approval of all MEMBER logos. MEMBER will provide PHYLMAR with the logo images in electronic form in either GIF or JPEG format. PHYLMAR reserves the right to compress these images if they are larger than 50 KB and to resize them to fit on the PHYLMAR AFFILIATE NETWORK-INNER CIRCLE page (width dimensions not to exceed 600 pixels). MEMBER will be given the opportunity to approve any image changes made by PHYLMAR prior to website publication.

7. PHYLMAR will provide MEMBER with the following Merger and Acquisitions Program Support as part of the membership fee: PHYLMAR will review MEMBER's confidential merger and acquisition strategy and identify candidates/targets for MEMBER. PHYLMAR will answer MEMBER's questions about the targets to the best of its ability with information that it has about the target firms as long as providing this does not violate any confidentiality agreements between PHYLMAR and the target. PHYLMAR will make target firm owner introductions to MEMBER at MEMBER's request. This service will be provided as part of the regular, annual Inner Circle fee structure. However, should MEMBER close a merger or acquisition deal (within 3 years of first introduction date) with one of the targets, as a result of PHYLMAR's introduction, MEMBER shall pay PHYLMAR a "Referral Fee" within 30 days of close of deal escrow. The "Referral Fee" will be agreed to between PHYLMAR and the MEMBER prior to initiation of PHYLMAR providing support service. Also, should MEMBER request PHYLMAR to provide additional and substantive ad-hoc services associated with and following an introduction to a specific target, PHYLMAR shall propose a fee for such services, and MEMBER shall have the right to accept or decline such services.
8. Limited use of the following PHYLMAR Inner Circle trademark.



Phylmar Affiliate Network
Inner Circle

(hereinafter the mark depicted immediately above is referred to as the "IC Trademark")

PHYLMAR hereby grants to MEMBER a non-exclusive, revocable, limited license to use the IC Trademark in conjunction with MEMBER's environmental health and safety consulting services, said use to be restricted to MEMBER's Internet webpage, letterhead, business cards, advertising flyers, and display advertisements, providing all the following conditions are met:

- a. MEMBER must use the IC Trademark in exactly the form depicted above. Should PHYLMAR notify MEMBER of any change in the IC Trademark, MEMBER shall immediately change all uses of the IC Trademark to said changed version, and MEMBER must use the IC Trademark in exactly the form depicted in said changed version.
- b. Before commencing any use of the IC Trademark, MEMBER shall provide PHYLMAR with a sample of such use, showing the IC Trademark, the

materials, image and/or text with which it is to be used, and also showing the IC Trademark affixed to same. PHYLMAR shall have ten (10) days within which to object to such use, and in the event of PHYLMAR's objection,

MEMBER shall not make such use of the IC Trademark. Absent any objection by PHYLMAR within said ten (10) day period, MEMBER shall be permitted to make such use of the IC Trademark.

- c. Any change in the materials, images or text with which the IC Trademark is used shall constitute a new use of the IC Trademark, and before commencement of such new use, MEMBER must obtain PHYLMAR's permission pursuant to ¶8-b above.
- d. MEMBER will continue to provide environmental health and safety consulting services in the same manner and at the same quality level as MEMBER is currently providing. MEMBER shall assist PHYLMAR in reviewing the quality of said services, to make certain that said quality is up to PHYLMAR's standards.
- e. MEMBER may make no use of the IC Trademark except as expressly provided in this ¶8.
- f. PHYLMAR may revoke this license to use the IC Trademark at any time, without cause, on thirty (30) days written notice to MEMBER. Upon expiration of said thirty (30) days, MEMBER shall cease all uses of the IC Trademark, including without limitation, taking all reasonable measures to remove it from all websites controlled by MEMBER, cease using and destroy all letterhead, advertising flyers and business cards containing the IC Trademark, and cancel any advertisements featuring the IC Trademark. Should PHYLMAR revoke this license without cause, MEMBER may elect to terminate this Inner Circle Members Agreement, and MEMBER so elects, PHYLMAR agrees to reimburse MEMBER a prorated amount of the membership payment for the remaining unused membership period.
- g. Any breach by MEMBER of any provision of this ¶8, as well as any termination of the Parties' Agreement for Professional Contracting Services, shall result in the immediate termination of this license, and MEMBER shall immediately cease all uses of the IC Trademark, including without limitation, taking all reasonable measures to remove it from all websites controlled by MEMBER, cease using and destroy all letterhead, advertising flyers and business cards containing the IC Trademark, and cancel any advertisements featuring the IC Trademark.

- h. MEMBER is not obligated to use the IC Trademark, however, MEMBER's election not to use the IC Trademark shall not entitle member to any refund of the membership payment or any part thereof.

This agreement supplements the Parties' Agreement for Professional Contracting Services (incorporated herein by reference) and will be in effect for a period of _____ from the date that both parties sign it and PHYLMAR has received membership payment. MEMBER may choose not to participate in any or all of the Inner Circle services provided by PHYLMAR listed above at any time, but understands that the membership payment will not be returned. PHYLMAR agrees to reimburse MEMBER a prorated amount of the membership payment for any time period in which PHYLMAR is unable to comply with the terms of this agreement. Termination or Revocation of this Inner Circle Members Agreement or any part thereof shall not serve as a termination or revocation of the Parties' Agreement for Professional Contracting Services. All provisions of ¶8 concerning MEMBER's obligation to refrain from and/or cease using the IC Trademark shall survive termination of this Agreement.

Signature of PHYLMAR Representative

Signature of MEMBER Representative

Date of PHYLMAR Representative Signature

Date of MEMBER Representative Signature

SUBSCRIBE TO INNER CIRCLE MEMBER

Email to: mkatchen@phylmar.com

or

Print this form and fax

FAX TO: +1 310-446-1826

CREDIT CARD AUTHORIZATION

TYPE OF CREDIT CARD
NAME AS IT APPEARS ON CARD
CREDIT CARD NUMBER
EXPIRATION DATE
SECURITY CODE
ZIP CODE
AMOUNT OF PURCHASE
NAME OF COMPANY

These Cards Welcome

