

# Orbus Business Network Membership Bylaws & Agreement

MEMBERS UPON BEING ACCEPTED FOR MEMBERSHIP AGREE TO BE BOUND BY THE FOLLOWING:

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1. **Annual Fees for Membership:** The member agrees to pay the annual dues of a membership to Orbus.

2. **Annual Membership Fee** The Member agrees pay to ORBUS the annual membership fee, 31 days prior to the anniversary date of the member joining as a member; unless the Member has given to ORBUS 60 days written notice prior to the anniversary date that the Member is not renewing.

3. **Service by ORBUS:** ORBUS agrees with the Chapter to actively promote the Orbus system and assist Chapters in administering Orbus and Chapter programs as follows:

- (a) promoting with online or email bulletins during the effective year;
- (b) providing promotion via its branding program as the Orbus Chapter grows and as it appropriate for the each level of branding;
- (c) providing support online to Chapters arranging events;
- (d) monitoring the performance of the Chapter to the best of its ability and in accordance with the reports provided by the Chapter to Orbus;
- (e) providing online support to assist the Chapter in promoting and seeking new members for the Chapter in accordance with the Orbus Franchise Programming;
- (f) co-ordinating all administrative functions as may be required pursuant to the terms of the Chapter handbook.

4. **Utilization and Referral:** TO THE BEST OF THE MEMBER'S ABILITY, THE MEMBER AGREES THAT IT WILL USE THE PRODUCTS AND SERVICES OF OTHER MEMBERS OF THE NETWORK CHAPTER WHENEVER SUCH PRODUCTS AND SERVICES ARE DESIRED BY THE MEMBER AND ARE AVAILABLE FROM A FELLOW MEMBER.

THE MEMBER ACKNOWLEDGES EACH WITH THE OTHER THAT UTILIZATION OF THE PRODUCTS AND SERVICES OF THE OTHER IS SUBJECT TO THE NORMAL PRACTICAL CONSTRAINTS OF EACH MEMBER.

5. THE MEMBER AGREES THAT IT WILL REFER AND ACTIVELY PROMOTE THE PRODUCTS AND SERVICES OF THE OTHER MEMBERS OF THE NETWORK CHAPTER, WHENEVER THE OPPORTUNITY ARISES.

6. **Participation:** Each Member shall:

- (a) follow and observe all of the branding programs set up by ORBUS;
- (b) participate in the sustainability initiatives and community service and charitable programs of ORBUS;
- (c) attend all Chapter and Orbus meetings and events to the best of its ability;
- (d) provide the leads, referrals and alerts at each Chapter meeting or forward same by email to the appropriate member on a regular basis;
- (e) participate in any online promotions and other promotions of ORBUS;

- (f) report its leads, referrals or leadership activity as per the ORBUS programming;
- (g) display the ORBUS logo and materials as directed by ORBUS at its place of business and its own promotional material;
- (h) proudly display its participation as an ORBUS socially responsible community minded business or professional, but displaying the ORBUS symbols and display material at or near its entrance and on the entrance windows of storefronts (if applicable);
- (i) use its best efforts to bring to each Chapter meeting guest(s) who will be good potential ORBUS chapter contacts or members;
- (j) each Member will seek out new compatible members in the categories not filled in their Chapter;
- (k) each Member shall use its best efforts to invite a minimum of 3 persons to attend each network mixer or function;
- (l) each Member shall, if requested by its Chapter, participate in the administration, set up and hosting of the Chapter events or mixers;
- (m) support the "Sustainability Initiatives" of Orbus;
- (n) actively promote ORBUS to the general public, clients and customers.

7. **Discount:** The Member agrees to provide to its current Chapter members, who are in good standing, a discount on the Member's products or services or both (as may be applicable) a minimum of 5 percent on all regularly priced products or services. The Member acknowledges that certain members may be prohibited by law or professional associations to discount, in which event such Member is excepted from such obligation.

8. **Monitoring:** The Member agrees that it will use its best efforts to submit referral, leads, leader board reports and all of its new developments for its business, to ORBUS via its Chapter and acknowledges that the ability of ORBUS to monitor the performance of the Network Chapter will be limited by any non-compliance and ORBUS ability to promote the Chapter and Orbus will be limited by any non-compliance.

9. **Code of Ethics:** The Member agrees it will abide by the ORBUS code of ethics and rules as provided to it and amended from time to time by ORBUS.

10. **Annual Membership Listing:** The Member agrees that to maintain the benefits of membership and to remain listed as a member; it must renew its member status by paying to ORBUS annual membership fees in the amount to be set annually by ORBUS.

The price of a membership in a Chapter, shall not exceed 10% more than the standard price of a membership for the preceding year. (In the event a promotional price was given upon joining, the standard price applies to this clause and not the promotional price given.)

Any dues must be paid at least 31 days prior to expiry of the effective year, to maintain member status and the reserve the member's category for any following year. If not, ORBUS may in its sole discretion terminate the member and allocate the member's category to a new member.

### **Monthly Levy**

If agreed to by a majority attending at a regular meeting of its Chapter, the Member agrees to pay a monthly levy to cover unexpected costs of the chapter activities. If applicable (or such levy will as determined by a resolution of the Chapter by a majority of members of that Chapter attending at any regular meeting) and shall pay the monthly fee until terminated in accordance with the Chapter resolution.

11. **Termination by Complaint:** If complaint is made of the Member from any person, whether a member of the Network Chapter or not, and ORBUS deems, in ORBUS' sole discretion, the matter should be investigated, then ORBUS may appoint a committee of 3 members of the Chapter to investigate the complaint.

If after investigation there is no basis for any censure then the Member will be notified and no further action will be taken by the Chapter. If after investigation of such complaint the committee unanimously recommends that the Member be terminated as a Member, ORBUS in its sole discretion, may deem the Member terminated and the membership of such Member deemed to be vacated. If the Member is terminated pursuant to this section the Member will not be entitled to any refund of the cost of the membership, any annual membership fee paid, or other monies or levies paid to ORBUS.

If the Member is not the subject of the complaint, the Member agrees that it shall sit as a committee member if so appointed under this section, provided there is not conflict of interest arising out of such appointment.

12. **Termination by Lapse:** If the Member has not paid its annual membership maintenance fee for the next effective year, 31 days before the end of any current effective year at the sole option of ORBUS, the membership of the Member will be deemed to be vacated at the end of the current effective year, and ORBUS or the Chapter shall be at liberty to sell that membership category to any other potential member for any following effective years. However, unless 60 days written notice is provided to ORBUS, the annual due shall remain due and payable.

13. **Termination by Breach:** If the Member breaches these bylaws by failing to use and refer the products and services of fellow members or not complying with any of these bylaws, during any effective year, ORBUS, in its sole discretion may terminate that Member's ownership of the membership without any compensation therefore.

The Member at the request of ORBUS shall provide proof of use and referral or provision of leads or compliance during the effective year in question in the form as requested by ORBUS.

14. **Termination by Ceasing Business:** If the Member ceases to carry on business as described in the application, files an assignment or is petitioned into bankruptcy, or has a receiver or receiver-manager appointed, the membership of the Member shall be deemed to be vacated, at the date of such event. If the Member is deemed to be terminated pursuant to this section, the member will not be entitled to any refund of the cost of the membership or any amount paid for annual membership fees, and ORBUS shall be at liberty to sell that membership to any other potential member.

15. **Authorization:** The Member agree with other existing members of the Chapter and future members of the Chapter, to be bound by these terms and any membership agreement in effect, to each other, as if such existing or future members are parties to this agreement in consideration of their mutual covenants as contained herein.

16. **Assignability:** The membership of a Member and its rights under the Membership Bylaws & Agreement is not assignable by the Member. This agreement may be assigned by ORBUS.

17. **Confidentiality:** The Member agrees that it will not make use of any documents or information received by it from ORBUS in competition with ORBUS and recognizes ORBUS' proprietary right to ownership of such documents or information.

18. **Definitions:** In this agreement the following words and phrases have the following meanings:

"ORBUS" shall mean Orbus International Business Networks Inc.

"The Membership" shall include all individual members.

"Chapter" shall mean the chapter designated by ORBUS upon which the Membership is sold a membership.

"membership" shall mean the position accorded the Membership on a Chapter and all the rights and privileges attached to it under these Membership Bylaws.

"Agreement" means this bylaw and agreement and amendments as may be from time to time put into effect by ORBUS, which is agreed to upon application and acceptance of Member for a Chapter.

"Effective Year" means the year commencing the date of signing the application form.

"Anniversary Date" is the date assigned by ORBUS for acceptance as a member.

19. **Ownership and Use of Network Chapter Listing and Information:**

The Network Chapter Listing and Information contained therein shall at all times remain the property of ORBUS. Upon termination of the Membership the Network Listing and Information, including any updated or replacement material and information, shall be promptly returned to ORBUS or the Chapter.

The Membership shall not copy, sell, lease, disclose or otherwise make available in any form or manner the Membership Listing and Information to any other person, firm, or corporation, without prior consent of ORBUS. The Membership Listing and Information are trade secrets, confidential and proprietary to ORBUS, and shall be held in the strictest confidence by the Membership. The Membership may without the written consent of ORBUS use the information for the purposes of performing its obligations under this agreement and for its own internal promotions.

20. **Miscellaneous:** The parties hereto shall execute documents or do such further things as may be necessary to carry out and give effect to the intent of this Membership Bylaw. This Memberships Bylaw shall enure to the benefit of and be binding on the parties hereto.