

# AFRICAN MARKET DEVELOPMENT ALLIANCE MEMBER AGREEMENT

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## Recitals

African Market Alliance LLC (the "AMDA") is a private company limited by guarantee under US law. Member wishes to participate in the AMDA in accordance with its Articles of Association (the "Articles"), the terms and conditions of this Agreement, the AMDA Intellectual Property Rights Policy (the "IPR Policy"), and the other policies and procedures of the AMDA.

## Agreement

### 1. THIS AGREEMENT

1.1 This Agreement. This African Market Development Alliance Member Agreement, including any appendices (this "Agreement"), is made between the AMDA and the party identified below and binds the parties to its terms. Each party to this Agreement is referred to as a "Party" and collectively as the "Parties".

1.2 When and How This Binds The Parties. This AMDA Member Agreement is effective upon approval and countersignature by the AMDA board of directors (the "Board") and continues until the earlier of (a) one year thereafter, (b) the end of the annual renewal term as designated by the Board, or (c) termination of the Member's membership in accordance with the Articles.

### 2. MEMBERSHIP LEVELS

2.1 Charter, Promoter, Advisor, Observer, and other Membership Categories. The requirements and benefits of membership are set by the Board in accordance with the Articles and, for the Member signing this Agreement, are set forth in *Appendix A*.

### 3. ADDITIONAL DEFINITIONS

3.1 "Affiliate" is in relation to any person ("that person") (a) any subsidiary of that person; (b) any holding company of that person and any subsidiary of that holding company; (c) any individual who controls that person; or (d) any body corporate controlled by (i) that person (being an individual) or (ii) any person and an Affiliate of that person (within (a), (b), (c) or (d) (i)).

3.2 "Intellectual Property Rights" are all intellectual property and proprietary rights in patents, trade secrets, and copyrights, but excluding rights in design patents, design registrations and other design rights, trademarks, trade dress, service marks, and corporate names.

All other capitalized terms have the meanings set forth in the Articles or the IPR Policy.

#### **4. ADDITIONAL PARTICIPANTS**

4.1 Members may invite additional parties to participate in the AMDA. In accordance with the Articles, the Board must approve the admission of any new Members.

#### **5. INTELLECTUAL PROPERTY**

5.1 Copyrights. Any Contribution to the AMDA (including but not limited to participation in the drafting of any AMDA Deliverable) is subject to the express copyright license set forth in the IPR Policy.

5.2 Attribution. The AMDA may identify its Members by name in connection with its activities, provided that a Member may request by Notice (as defined in the Articles) to the Secretary or Executive Director that it not be identified in a particular event or publication, and AMDA may not state that a Member has specifically endorsed a particular AMDA position or publication absent that Member's approval.

5.3 Confidentiality. Information provided by Members to the AMDA or to other AMDA Members in the context of AMDA's activities are deemed non-confidential, even if marked otherwise, unless (1) expressly subject to a separate agreement between the Parties designating the materials or information as confidential or (2) the Member has advised the AMDA or a sub-group thereof (such as a Work Group) in writing in advance that it desires to disclose confidential information for consideration and the AMDA or sub-group agrees in writing to receive the materials on those terms.

#### **6. ANTITRUST**

6.1 Antitrust Compliance. Each Member may compete with other Members in their respective businesses, may decline to participate in any particular activity of the AMDA, is free to develop technologies and otherwise engage in business activities which are competitive or likely to be competitive with any other Member, and acknowledges that no activities of such Member or the AMDA may be undertaken in violation of relevant antitrust, competition, or other laws.

#### **7. TERMINATION; OBLIGATIONS THAT DO NOT TERMINATE.**

7.1 Termination. A Member may terminate its participation by providing Notice to the Executive Director or Company Secretary in accordance with the Articles.

7.2 Survival. The expiration or termination of this Agreement does not revoke any rights granted or obligations incurred under this Agreement while it was in effect, nor does it terminate any other provision that by its nature should survive the termination of this Agreement.

## 8. WARRANTIES AND REPRESENTATIONS

8.1 Warranties. The Member warrants and represents that the person signing this Agreement is authorized to execute this Agreement and to bind the Member and any other entity whose interests the Member represents in connection with this Agreement.

8.2 Exclusions. Unless expressly provided otherwise in this Agreement, all materials and information provided by a Member to the AMDA are provided "as-is"; no Member provides to any Party or third party any express or implied warranties, guarantees or conditions; and, to the extent permitted by law, the Parties exclude the implied warranties of merchantability, fitness for a particular purpose, title, and no infringement.

8.3 Limitations On And Exclusion Of Remedies.

- A. The only remedy a Party has for claims relating to this Agreement is to terminate it. No Party may recover any consequential, special, indirect or incidental loss or damage or lost profits from the other. This limitation applies to claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law, and applies even if one a Party knew or should have known about the possibility of the damages. The maximum aggregate liability of each Party to any other Party for any claim arising out of or related to this Agreement is limited to direct damages incurred in reasonable reliance, in an amount not to exceed US\$100.
- B. The limitations in this Section 8.3 do not apply to claims arising from breach of Section 8.1 or in connection with any infringement, misuse or misappropriation by a Party of another Party's Intellectual Property Rights or liability for death or personal injury caused by a Party's negligence.

## 9. GENERAL RIGHTS AND OBLIGATIONS.

9.1 Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with US law. Each Party consents to exclusive jurisdiction and venue in the US courts.

9.2 Relationship of the Parties. No Party nor its employees, consultants, contractors or agents are agents, employees, franchisees, partners, or joint venturers of any other Party by means of this Agreement, nor do they have any authority to bind any other Party to any obligation.

9.3 Successors. This Agreement binds and benefits the Parties and their respective successors and assigns.

9.4 Obligations Enforceable. The obligations contained in this Agreement will be enforceable by and against each Member and by the AMDA against each Member as if such obligations were set out in the Articles.

9.5 Entire agreement. This Agreement, including any appendices, exhibits and schedules, and documents incorporated by reference, is the entire agreement between the Parties regarding the subject matter of this Agreement, and replaces any other agreements and understandings regarding its subject matter.

## 10. SIGNATURES

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Member Name:	and its Affiliates ("Member")
Member Class	
Address:	
Signature:	
Print Name:	
Print Title:	
Email:	
Signature Date:	

Organization:	African Market Development Alliance Limited
Address:	
Signature:	
Print Name:	
Print Title:	
Email:	
Signature Date:	

## APPENDIX A

### Member Benefits and Obligations

#### 1. CHARTER MEMBERS

1.1 The annual Charter Member fee is US\$40,000 unless modified by affirmative vote of 2/3 of all directors.

1.2 The first fifteen Charter Members to sign the Charter Member Agreement and pay the required fee may designate a representative as a director for the initial term of the Board. Following the initial term of the Board, rights to appoint the Board will be allocated among classes of Members as set forth in Article 17.1 of the Articles.

1.3 Charter Members in Good Standing are entitled to:

- A. appoint a Charter Member director in accordance with Article 8.3(a)(ii) of the Articles,
- B. all rights and benefits afforded to Promoter Members, Advisor Members and Observer Members, and
- C. priority opportunities for participation in conferences hosted or sponsored by the AMDA.

#### 2. PROMOTER MEMBERS

2.1 The annual Promoter Member fee is US\$20,000 unless modified by affirmative vote of 2/3 of all directors.

2.2 Promoter Members in Good Standing are entitled to:

- A. nominate a representative for the Board after the initial term of the Board in accordance with Articles 17.1 and 19 of the Articles,
- B. all benefits afforded to Advisor Members and Observer Members,
- C. vote at general meetings of the Members, including elections of directors,
- D. participate in Work Groups as a voting member, and
- E. be listed as a Member of the Company in press releases and promotional materials published by the Company if the issuer identifies Members in the materials (subject to the Member's right to Notify the Secretary or Executive Director that its name should not be used in connection with specified materials or publications).

### **3. ADVISOR MEMBERS**

3.1 The annual Advisor Member fee is US\$10,000 unless modified by affirmative vote of 2/3 of all directors.

3.2 Advisor Members may vote at general meetings of the Members.

3.3 Advisor Members in Good Standing are entitled to:

- A. nominate a representative for a non-voting Advisor seat on the Board after the initial term of the Board,
- B. all benefits afforded to Observer Members, and
- C. participate in the AMDA's promotional activities at Member rates.

### **4. OBSERVER MEMBERS**

4.1 Observer Members may not represent commercial enterprises and must be either a not-for-profit corporation or a public sector organisation. Applicants for Observer membership must provide evidence of their non-profit status.

4.2 The annual Observer Member fee is zero unless modified by affirmative vote of 2/3 of all directors.

4.3 The term of each Observer Member Agreement is one year. On an annual basis, an Observer Member may be required to notify the Board that it wishes to remain an Observer Member subject to the terms and conditions applicable at such time.

4.4 Observer Members do not have the right to vote at any meetings of the Members.

4.5 Observer Members in Good Standing are entitled to:

- A. provide feedback regarding draft publications if offered to Observer Members for comment, and
- B. be listed on the AMDA's web site in their designated Member class.