

BBRT® Membership Agreement (South America)

The range of services offered by the BBRT® (Beyond Budgeting Round Table) is set out in its current prospectus. Annual fees for General Membership and Special Interest Group Membership are those ruling at the time of joining. Membership runs for 12 months from the date of joining. An organization is deemed to have joined when this agreement has been signed. Thereafter membership may be renewed on the anniversary of joining by paying the membership fee current on that date. Other BBRT services (e.g. In-house workshops, diagnostics and consulting services) are offered to members on the BBRT's standard terms and at fees agreed at the time.

Applicant details

Legal name of organization applying: _____

Country and/or State of incorporation: _____

Address of principal office or place of business: _____

Organizational relationship (*check one*):

Parent Subsidiary Division

If division or subsidiary, principal name of parent corporation: _____

Nature of business/operations: _____

Total number of employees: _____ Gross turnover (revenue): _____

Annual General Membership

___ Global Member BRL 30.000,00 (Brazil), USD 15.000,00 (other SA)
Organizations that operate globally; access to all global meetings and research

___ Single Region Member BRL 20.000,00 (Brazil), USD 10.000,00 (other SA)
Organizations that only wish to participate in one region; region only access

Special Interest Group Membership

___ Pubic Sector Interest Group BRL 20.000,00 (Brazil), USD 10.000,00 (other SA)

___ Financial Services Interest Group BRL 20.000,00 (Brazil), USD 10.000,00 (other SA)

Designation of BBRT Representatives

Primary Representative:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

Alterative Representative:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Email: _____

BBRT® Membership Terms and Conditions

1. Membership eligibility

BBRT membership entitles two (2) employees of the member organization to be designated as the primary and secondary contact for membership. Other employees located in the region of membership are eligible to use BBRT products and services as well. If the joining organization is a subsidiary, business unit or division, then the membership benefits do not apply to the owners or corporate "parents" of said organization.

2. Distribution of results

BBRT research materials are provided for internal use within the member company. The research is not intended for distribution to other companies or the public. Distribution of members-only research is a violation of the membership agreement. More specifically:

- a) Nothing herein shall preclude BBRT Members from using the essence of the results within their own organizations, during the period of membership, taking all reasonable measures to protect the confidentiality of such results, but BBRT consulting and IT vendor members require the express written permission of the BBRT during the membership period to use the results in their commercial products or services. At no time shall the case study reports and meeting notes (including annexes and appendices) be made available to non-members.
- b) Material distributed to BBRT Members may be reproduced in paper form, copied and circulated within the area of membership of the member organisation. The material may also be circulated in electronic form within the member organization, but it shall not be included in any Intranet or Internet Website content without the express written permission of the BBRT.

3. Proprietary information

- a) All information developed by the BBRT and the results thereof shall be the property of the BBRT, shall constitute trade secrets, and shall not be disclosed to third parties, except as the results are made

available for distribution in accordance with policy established by the BBRT or as otherwise required under applicable law. Members may use, on a confidential basis, any information or results distributed by the BBRT within their organizations as provided herein, except that BBRT consulting and IT vendor members require the express written permission of the BBRT to use the results in their commercial products or services. Nothing herein shall limit the right of any member to use freely, without obligation to keep it confidential, any information independently developed by such member or that may be available to such member from an independent source.

- b) If the General Membership is global, the proprietary information and material may be distributed to all of the Member organization's global operations. However, if General Membership is for a single region, the proprietary information and material may be distributed only to the organization's operations within the region in which the Member joined the BBRT and not be distributed to any part of its operations outside the region of membership.
- c) The BBRT shall from time to time determine whether and the extent to which information developed by the BBRT shall be the subject of applications for United Kingdom or foreign patents, or to copyright protection. BBRT Members shall adhere to such policies as the BBRT decides in this regard and take such steps as may be appropriate to protect such trade secrets from unauthorized use or disclosure prior to their disclosure in a patent or their availability for distribution pursuant to the provisions of the Distribution of Results above. The BBRT shall grant royalty-free, irrevocable, non-exclusive licenses under such patents and copyrights to enable members to evaluate, test, verify and use BBRT results. The BBRT reserves the right to grant royalty-bearing, irrevocable, non-exclusive licences under such patents and copyrights at its discretion to non-members for their use of the results.

4. Membership Package Owner as the Designated Participant

The owner of the current membership package is the designated participant (DP) from the member organization. As soon as the membership is activated via payment, a membership manager will contact the DP to discuss the organization's current projects and long-term goals. The membership manager can then make recommendations towards various activities and research that best maximize the value of a membership within the BBRT.

All new members will receive a new member orientation from their membership manager, including a CD-ROM containing all past deliverables.

5. Membership requirements

Each member organization is asked to participate in periodic member assessments to better understand the current focus, strategies and issues facing the member organization. This is used to ensure that BBRT contributes to properly serve its member organizations.

6. Cost of service

General Membership Fee: The annual general membership fee is based on the type of membership:

<i>Type of membership</i>	<i>Membership fee</i>
Global member	BRL 30.000,00 (Brazil) or USD 15.000,00 (other South America)
Single region member	BRL 20.000,00 (Brazil) or USD 10.000,00 (other South America)

The Annual Membership fee provides for participation in the BBRT with attendance at meetings, case study visits, deliverables and private forum access based on membership type either globally or restricted to one region.

Special Interest Group Member Fees: The BBRT offers companion Special Interest Groups as determined by its membership's interest. Fees are set based on the research topic and begin at BRL 20.000,00 (Brazil) or USD 10.000,00 (other South America) per year for each Special Interest Group. Participation in any companion activities requires that the member maintain a general membership.

7. Terms of Membership Payment

Payment for the annual membership package fee or a purchase order is required to initiate membership and access member products and services. The purchase order must be followed by actual payment within 30 days of receipt of the BBRT invoice. Access to member-proprietary information may be restricted until payment is received.

8. Renewals

BBRT membership is renewed every 12 months. Each member organization must maintain at least one active membership package for any employees to be eligible to use BBRT products and services. A member organization that does not pay its annual fee for renewal will be placed on "inactive" status. If the annual fee is not paid within three months following the renewal date, membership is discontinued.

9. Value Added Tax

BBRT is required to collect Value Added Tax from UK members on all products and services. Products and services to members in other European Union member states are deemed to be zero-rated and therefore no VAT is collected as long as the member provides their VAT number to BBRT. Products and Services to non-EU member states are also deemed to be zero-rated and therefore no VAT is collected.

10. Changes in Fees and Prices

Fees and prices are subject to change without notice. Additionally the BBRT reserves the right to make changes of any kind in its products and services at any time during the term of this membership agreement.

11. Special Conditionals for Consulting Organizations

Consulting organizations are welcome as BBRT members and are permitted to use products and services on behalf of BBRT members as well as for internal purposes. Consulting organizations and consulting organization clients must be BBRT members to access information that is proprietary to BBRT members. The distribution of BBRT proprietary information to non-members is a violation of the BBRT Terms and Conditions and may result in termination of the membership or product sponsorship without refunding any fees paid by the member organization or any of its employees.

12. Contact Protocol and Data Protection

BBRT is committed to sharing information with member organizations. In doing so, a variety of communications methods are used including direct mail, email, fax, telephone and web-based contacts.

Additionally BBRT will periodically list the names of our member organizations in a variety of media and communications, including BBRT's web site. Any listings of an organization's name will follow the guidelines set forth in the BBRT Terms and Conditions. Contact details of member organization representatives will be held electronically and managed in accordance with the provisions of the UK Data Protection Act 1998 and will not be disclosed to third parties without the express permission of the member organization and individual.

13. Special Provisions

BBRT makes every effort to confirm the accuracy of information gathered and will indicate the types of sources used when conducting research for a member or customer. However, BBRT makes no warranty or representation of warranty or representation as to the accuracy or completeness of information gathered and provided to or used by any party (whether or not a member) and disclaims any liability for omissions or errors in information, facts, statistics, opinions and data provided under this Agreement. Likewise, BBRT makes no warranty or representation of warranty or representation as to the accuracy or completeness of information gathered and provided by one customer to another (whether or not a member.)

Additionally, BBRT makes no warranty or representation of any kind, express or implied, as to the condition, operation, merchantability or fitness for a particular purpose of any of the products or information it or its customers and members, supply pursuant to this agreement or as to the absence of any latent or other defects therein. In no event shall BBRT be liable to any person for any indirect, special or consequential damages caused, directly or indirectly, by said products or information, the inadequacy thereof or any deficiency or defect therein, or the failure of said products or information to satisfy the requirements of any member or user thereof.

BBRT will make reasonable efforts to protect the confidentiality of all members' questions and answers. All research results, data, information, and other materials provided to a customer are for the exclusive use of that customer and BBRT and may not be reproduced, distributed or resold to third parties without express written permission from BBRT.

The services rendered by BBRT pursuant to this agreement do not constitute the practice of public accountancy, nor the practice of law. Those seeking legal advice or the preparation of, or reporting upon, financial statements should contact the appropriate professionals.

14. Support of BBRT's Mission

BBRT's mission is to help companies to understand, evaluate, implement and benefit from the Beyond Budgeting model through five major steps: gain awareness, relate concepts, make the case, implement the model, and keep on evolving it. BBRT reaches its mission through research and a variety of dissemination methods, including publications, training, conferences and electronic media. In accordance with our mission, BBRT reserves the right to disseminate the results of all our research in accordance with the BBRT Code of Conduct.

BBRT® Code of Conduct

As an information-sharing group, the BBRT encourages membership learning and networking. To guide membership meetings, advance the professionalism and effectiveness of membership and protect its members, the BBRT has adopted this Code of Conduct. Adherence to this Code will contribute to efficient, effective and ethical behavior.

1. Be honest, complete and accountable.
2. Avoid discussion or actions that could lead to or imply an interest in restraint of trade, market and/or customer allocation schemes, price fixing, dealing arrangements, bid rigging or bribery. Don't discuss costs with competitors if costs are an element of pricing.
3. Refrain from the acquisition of trade secrets from another by any means that could be interpreted as improper including the breach or inducement of a breach of any duty to maintain secrecy. Do not disclose or use any trade secret that may have been obtained through improper means or that was disclosed by another in violation of duty to maintain its secrecy or limit its use.
4. Treat member interchange as confidential to the individuals and companies involved. Information must not be communicated outside the member organizations without the prior consent of the BBRT member who shared the information.
5. Contact lists or other contact information provided by BBRT in any form may not be used for purposes other than membership learning and networking.
6. Obtain an individual's permission before providing his or her name in response to a contact request.

Adapted from the American Productivity & Quality Center (APQC)'s Benchmarking Code of Conduct.

By signing below, the organization agrees to pay the BBRT membership fees and abide by the BBRT membership terms and conditions, which shall survive the expiry of membership.

Signed for an on behalf of: _____

Signature: _____

Name: _____

Position: _____

Date: _____

Please complete and return this agreement to:

Niels Pflaeging
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BBRT is a trading name of the Beyond Budgeting Partnership LLP
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