

AGREEMENT TO ABIDE BY CMR'S ETHICAL & OPERATIONAL RULES

I agree to:

- 1) Carry out my professional work responsibly and with integrity.
- 2) Unless specifically authorised by the client, keep confidential all information, data and other details relating to that client. Further, not to cause or allow confidential information to be misused or to be published in any way without the permission of the client.
- 3) Not use information acquired during a previous consultancy assignment which in any way could be detrimental to the former client.
- 4) Not receive any undisclosed material benefits from any recommendations or actions made in the course of duty.
- 5) To keep confidential all information, data and other details resulting from CMR membership and to uphold the reputation of CMR and of fellow members, and not to take any action that harms the interests of CMR or its members.
- 6) Abide by the fee/equity and operating rules applying within CMR, namely that any client or project acquired because an introduction by CMR or its members, or my use of CMR Resources (products, services, marketing materials, website, business cards, other CMR members), is a CMR client/project, subject to management control by CMR Centre or Region, and subject to the following fee retention and commission arrangements:
 - a) A commission of 10% of sales revenue (excluding direct expenses charged to the client) will be paid by CMR to the introducing Full or International Member for projects introduced to CMR. Commission payments will normally relate to fees and equity charged to the client in the first twelve months from the date of introduction, unless specifically agreed otherwise. It is understood that where any investor introduction commissions are paid (see www.cmrworld.com/BusinessReferralScheme.asp) these are netted-off gross revenues before internal fee splits are calculated for investment success fees.
 - b) CMR will pay to the CMR member a fee at 75% of money received from a client for work undertaken by that member.
 - c) If the dealings with a CMR client (as above) results in employment with the client, I will ensure that the employer enters into a recruitment agreement with CMR (normally a 17.5% recruitment fee of 1st year guaranteed emoluments is charged). If a CMR member, past or present, is 'employed' on another member's private project, a commission of 10% of those earnings is payable to CMR by the 'employing' member.

CMR will invoice the client directly for all CMR projects, and will pay fees and commissions to CMR members within fourteen days of receiving payment from the client. In circumstances where fees have been received and the CMR Board reasonably have concerns that a repayment to the client may be demanded, there may be a deferral of payment to the CMR members until that risk is reasonably considered to be unlikely. Any repayment made to clients (this is at CMR's sole discretion) will require repayment of fee shares paid to members – I acknowledge this is my personal responsibility to repay CMR in circumstances where I have invoiced CMR through a company. To avoid taxation problems, CMR members will either invoice CMR for fees due through a limited company, or if invoicing personally will provide CMR with a written assurance that they will account for their taxes fully and will indemnify CMR against any tax liabilities that result from a failure to do so (only necessary after regular payments established).

It is understood that the obligations under clauses 2, 3, 5 & 6 survive beyond termination of membership.

Signed:

Date:

Please print name: