



**NMS MANAGEMENT, INC. ENDOWMENT AND FOUNDATION
SERVICE PROVIDER MEMBERSHIP AGREEMENT**

We hereby confirm our organization's participation as a Service Provider Member for the period January 1, 2015 through December 31, 2015. We understand that to confirm our membership, NMS Management, Inc. ("NMS") must receive, (i) **prior to June 4th, 2014** this Agreement, as completed and signed by an authorized representative of our organization, and (ii) **prior to June 18th, 2014**, our payment in the sum of \$35,000 payable to "NMS Management, Inc." representing the membership fee. If either of these items are not received by the due dates reflected above, this offer of membership may be revoked. The executed Agreement and check should be sent to NMS Management, Inc., 500 North Broadway, Suite 236, Jericho, New York 11753. Tel. 516-933-3700; Fax 516-933-3705.

Membership is limited. If you would like to be a member for the 2015 membership year, you must provide the information requested below and send us your payment and signed membership Agreement for receipt by the due dates noted above. You may submit your signed copy of this Agreement to us by US mail at the address shown above, or by facsimile to **516-933-3705** or email, in PDF or similar format, to teresa@nmsmanagement.com; however, this Agreement will not be effective until we receive payment of your membership fee and the original executed membership Agreement.

Please fill in all requested information completely and legibly:

Company Name: _____

Address: _____

City, State, Zip: _____

Phone/Fax: _____

E-mail: _____

Please designate below the individual you would like to receive announcements regarding membership forums. Announcements will include forum details and applicable deadlines for forum registration and the securing of hotel accommodations.

Name: _____

Address: _____

City, State, Zip: _____

Phone/Fax: _____

Email: _____

Assistant's Name: _____

Assistant's Phone/Fax/Email: _____

MEMBERSHIP FORUMS

Registration Passes

As a member you have access to one registration pass related to the forums identified below (or such other events as NMS may designate) and subject to criteria as described herein.

The Winter Forum

The Investment Management Forum for Endowments & Foundations

February 7-10, 2015; Fairmont Scottsdale Princess, Scottsdale, Arizona

One Registration Pass

The Fall Forum

The Investment Management Forum for Endowments & Foundations

September 27-30, 2015; Mandarin Oriental, Washington, D.C.

One Registration Pass

Holiday Forum for Members

December 3, 2015; New York City

One Registration Pass

TERMS AND CONDITIONS OF MEMBERSHIP

No Assignment: The membership belongs to the organization, not to a particular individual. Thus, it does not follow an employee who may leave the organization. The membership is non-transferable and may not be assigned without the prior written consent of NMS. Subject to the foregoing, this agreement shall be binding upon and inure to the benefit of the parties successors and permitted assigns.

No Refunds: The membership fee is non-refundable. There are no full or partial refunds if your organization cannot attend a particular event or otherwise take advantage of membership benefits. In addition, NMS reserves the right to revoke, without refund or credit, the membership of any member who fails to abide by the terms and conditions of membership.

Forum Registration: There are registration deadlines for each forum that must be adhered to in order to confirm your registration at the event. NMS will contact the person[s] you have designated above with an announcement about each forum that will contain relevant information including the deadline by which you must confirm your participation at the meeting. If NMS does not receive your response by the deadline, NMS will not be responsible for ensuring you a room at the hotel. Notwithstanding any of the foregoing, it always remains the responsibility of your organization to timely and properly register for the forums. NMS reserves the right, upon prior notice to members, to cancel, modify, substitute, or reschedule any forum or event.

Limitation of One Representative per Firm: NMS has worked hard to create a membership composition with an emphasis on diversity in terms of firm size, investment strategies and geographic locations across the globe. Your membership provides access for one firm representative at each forum. Member firms are prohibited from having other representatives from their firm attend the forum or otherwise be present in the hotel at the time of the forum. NMS reserves the right in its sole and absolute discretion, to approve or deny the representative you choose to attend any NMS event.

No Sharing Registration Passes: NMS does not permit attendees to split or share a registration or guest pass with another person. Only the individual who has registered for a particular forum will be admitted.

No Fraternization With Poachers: Occasionally, non-member managers, service providers and competitors of NMS (“Poachers”) attempt to take advantage of the investor presence at NMS forums by soliciting members to attend non-member functions and events outside of and unrelated to NMS forums. This poaching by non-members demeans the sense of community inherent in NMS membership. Accordingly, members attending outside functions and events sponsored, facilitated or arranged by Poachers during the course of any NMS forum for which they have registered will be deemed in breach of this Agreement. Likewise, to maintain the integrity of each meeting, members are prohibited from inviting individuals from service provider firms who are not NMS members to attend any portion of the forums, or any formal or informal activities surrounding the forum, or from introducing other NMS members to these Poachers. Any member who violates any of the foregoing restrictions may be immediately removed from the forum, barred from future forums and have their membership revoked.

Professionalism: Members must conduct themselves in a professional manner at all NMS forums. Unless there is a prior relationship, investors may not be solicited or otherwise contacted before a forum. No direct or indirect selling is permitted before, during or following a forum. Mass mailings to investors prior to or after a forum are also prohibited. No forum attendee shall be pressured, and business cards may not be handed out to investors unless specifically requested. The service provider membership is a great resource to the endowment and foundation community and relationship building is encouraged. However, no direct selling may take place at the meeting. Any member who violates this code of professionalism may be immediately removed from the forum, barred from future forums and have their membership revoked.

No Representations: NMS makes no representations that any of its members or other forum attendees are accredited investors or qualified purchasers.

Confidentiality: All members are required to keep the NMS membership directory and all materials provided and statements made during a forum strictly confidential. This non-public and often sensitive information may not be copied, or disseminated to any third-parties. Furthermore, audio, video or other recording of all or part of any NMS forum is strictly prohibited without the prior written consent of NMS.

Force Majeure: NMS shall be not be liable for any full or partial failure to perform its obligations hereunder due to unanticipated events such as labor disputes, strikes, fire, flood, unavoidable casualties, riots, civil disorder, epidemics, infectious disease outbreaks, acts of God, acts of war, acts of terrorism, government issued travel restrictions; financial market crashes, or other unforeseeable circumstances beyond the reasonable control of NMS which render performance hereunder impossible or impracticable.

Indemnification: You agree to indemnify, defend and hold harmless NMS with regard to any claim, damage or loss, including reasonable attorney's fees and costs, incurred by NMS arising out of your breach of this Agreement or which may be willfully or negligently caused by you or your representatives.

Governing Law: This Agreement shall be governed and interpreted by the laws of the State of New York. The parties agree that any and all disputes or other claims of any nature relating to or arising under this Agreement shall be brought exclusively in the Supreme Court of the State of New York for the County of Nassau. Should NMS prevail in any such action, NMS shall be entitled to recover from you its reasonable costs and attorney's fees incurred therein.

Miscellaneous: This Agreement constitutes the entire agreement and understanding between the parties hereto. Any and all prior understandings, representations, agreements and proposals between the parties regarding the subject matter hereof are merged into this Agreement, which represents the final and complete agreement between the parties. This Agreement may only be changed, amended or modified as provided herein, or upon a separate writing signed by both parties. No delay or failure by NMS to assert any right under this Agreement shall operate as a waiver to assert such right in the future. The rule of construction that agreements should be construed against the drafter shall not apply to the interpretation of this Agreement. A copy of this Agreement shall have the same effect as the original.

Whereas, this Agreement is entered into on the ____ day of _____, 2014.

Name of Organization

Authorized Signature

Date

Print Name and Title

By: Nancy Szigethy, President
For: NMS Management, Inc.

Date