

Exhibit #2 – Membership Agreement

NEB MEMBERSHIP AGREEMENT

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Sign and date the attached Membership Application to acknowledge and agree to abide by all of the rules and regulations of the National Ethics Bureau (NEB) as contained in this notice and as later amended or modified by future notice. I agree that my participation in the NEB and receipt of benefits of membership in NEB may be immediately terminated as a result of any violation of the NEB Rules and Regulations. The following is a list of rules, regulations and conditions for participation in the NEB and actions that will be strictly enforced by the NEB:

The following is a list of the NEB Terms and Conditions:

1. Membership Acknowledgment and Notification Requirements

The undersigned acknowledges and agrees that he or she has received and read this Member Agreement and desires to become a member of the NEB, consistent with the NEB Terms and Conditions. The undersigned acknowledges and agrees that a material condition of membership in the NEB is the maintenance of high standards of professionalism and integrity within the practice of his or her business and/or profession. The undersigned also acknowledges and agrees to have read the NEB Ethics Pledge and to abide by its principles. The undersigned agrees that he or she shall notify the NEB Member Services department within ten (10) days if he or she has been subjected to any one of the following: (i) named in any investigation, inquiry, or complaint initiated by any customer, state or federal regulatory agency, professional organization, accredited designation, or broker-dealer, alleging any violations of unethical conduct, prohibited sales practices, or breach of professional standards; or (ii) named as a defendant, respondent, or party to any felony or business-related criminal action.

2. Membership Use of the NEB Name and Logo

The undersigned acknowledges and agrees that, during membership in the NEB, the NEB grants members a non-exclusive, non-assignable, and non-transferable license to use the NEB name and NEB member logo ("NEB Logo") on all marketing, advertising, and business documents, subject to the member's agreement to the following: (i) NEB is a membership organization of individual business professionals and that the NEB approves persons, not companies, products, or services. Therefore, the undersigned acknowledges and agrees that the NEB Logo shall be used to identify a member's NEB approval status and cannot be used in any way that implies or might be misunderstood by a reasonable person to suggest that NEB has approved or endorsed a product, marketing concept, or service; (ii) for website or email use, the undersigned acknowledges and agrees that the NEB Logo shall be hyper-linked to the NEB online home page at www.ethicscheck.com for consumers to gain a proper understanding of the true meaning of membership in the NEB; (iii) the undersigned acknowledges and agrees that the NEB Logo shall not be used, copied, reproduced, or altered in any manner and that the NEB may change or modify the NEB Logo at any time and at its sole discretion; in addition, the undersigned acknowledges and agrees to, upon notice, immediately cease use of any discontinued NEB Logo and to adopt the most current NEB Logo for all NEB member use applications. The undersigned expressly agrees to hold harmless, indemnify, and defend the NEB against all damages, expenses (including reasonable attorney's fees), costs, and any other harm that arises out of or relates to the failure of the undersigned to refrain from ceasing use of any discontinued NEB Logo. Finally, the undersigned acknowledges and agrees that membership in the NEB shall not give a member of the NEB any legal rights relating to the NEB name, logo or intellectual property, beyond the rights specifically granted in this Member Agreement.

3. Membership Requirements

The undersigned acknowledges and agrees that the following membership requirements apply to me if I become a member of the NEB: (i) any use of the NEB's copyrighted or trademarked material shall be subject to the prior written approval of the NEB, and any misuse by me of such material or violation of copyright or trademark laws shall be good cause for immediate termination by the NEB of my NEB membership; (ii) I shall submit to an annual criminal and civil background check, to be performed by the NEB research department. The NEB shall take reasonable measures to ensure that the results of such searches are maintained in confidence by the NEB; (iii) no title or professional designation shall be implied or given by my membership in the NEB; (iv) the NEB will maintain a permanent record of my membership; (v) If the NEB receives a complaint regarding a member, the NEB will immediately notify the member and provide them with a copy of the complaint. It is the policy of the NEB to attempt to contact the complainant within three (3) business days to ascertain whether the complaint has been satisfactorily resolved. If the complaint has not been satisfactorily resolved, the NEB will immediately provide the complainant with regulatory contact information and procedural instructions for filing a formal complaint with the proper authorities. If the complaint is of a criminal nature, the NEB will (1) immediately notify the member and provide them with a copy of the complaint; AND (2) immediately provide the complainant with regulatory contact information and procedural instructions for filing a formal complaint with the proper authorities. Depending on the results of that process, the NEB may monitor, suspend, or terminate my membership. Any complaints logged against me will remain on my permanent record with the NEB. (vi) I understand that if my NEB membership is terminated for any reason, the NEB member plaque that was issued to me is considered "on loan" from NEB and must be promptly returned to the NEB immediately upon my notice of termination of my membership in the NEB. In addition, I shall cease all use of the NEB name, NEB Logo and copyrighted or trademarked material of the NEB; (vii) the NEB and any independent organization that recommends NEB membership to its agents, brokers, employees or representatives shall not be liable for any complaints, actions, settlements, judgments, or other damages or harm, including, but not limited to, reasonable attorney's fees and costs arising out of or relating to claims against me; (viii) a summary disclosure of any administrative-type orders or actions, or consumer-related complaints that have resulted in a settlement may, at the sole discretion of NEB, be posted on your member web page on the NEB website at www.ethicscheck.com; and (ix) I expressly agree to hold harmless, indemnify and defend the NEB against all damages, expenses (including reasonable attorney's fees), costs and any other harm that arises out of or relates to any claims made against the NEB as a result of my conduct, regardless of the conduct of the NEB.

4. Membership Denial, Suspension, or Revocation

The undersigned acknowledges and agrees that a material condition of membership in the NEB is for me to maintain high standards of professionalism and integrity within the practice of my business and/or profession. I understand that my membership in the NEB may be denied, suspended or revoked if, within the prior seven (7) year period, the NEB has determined that I have been involved in any of the following: (i) confirmed or pending allegations or violations of unethical conduct, prohibited sales practices, or breaches or violation of professional standards; (ii) confirmed or pending consumer trust-related allegations, complaints, or violations that have resulted in, or may result in, any adverse decision, enforcement action, or disciplinary sanction by any local, state, or federal regulatory agency, FINRA arbitration, civil proceedings, or professional organization. This may include, but is not limited to, the following: (a) any consent order or decree, final order or decree, or cease and desist-type order related to me or my business; (b) any financial award in favor of a customer of mine; (c) any disgorgement or restitution order or monetary fine related to me or my business; (d) any suspension, revocation, restriction, or censure of any professional license issued to me or my business; and (e) any reprimand, censure, suspension, or revocation from any professional organization of which I am a member or from whom I hold an accredited designation; (iii) the revocation, suspension, or failure to maintain at least one NEB recognized local, state, or federal license; (iv) any felony or business-related misdemeanor, or being named as a defendant, respondent, or party to any such criminal or civil action; (v) misuse of the NEB Logo or copyrighted and trademarked materials; (vi) misrepresentation of the meaning of membership in the NEB, such as implying that it is a professional title or designation; and (vii) consumer complaint(s) deemed by the NEB to be excessive or severe, but that may not have resulted in any enforcement or disciplinary action by a local, state, or federal regulatory agency. I also understand that my membership in the NEB may be denied, suspended, or revoked if, within the last seven (7) year period, the NEB has determined that I have (viii) been declared bankrupt; (ix) have any pending or unresolved civil issues; or if I am (x) involved in any client fee dispute. I also acknowledge and agree that my membership in the NEB may be denied, suspended, or revoked for (xi) any other reason that the NEB determines in its sole discretion to be good cause.

5. Membership General Conditions

The undersigned acknowledges and agrees that my NEB membership may remain suspended for an indefinite period, pending the outcome of any investigation, inquiry, or complaint by a local, state or federal regulatory agency regarding my conduct or the conduct of my business. I also understand and agree that if such an agency determines that I am at fault and renders an adverse decision, my membership in the NEB may be immediately revoked. During any period of suspension of my NEB membership, or if my NEB membership is revoked, I understand and agree that I will discontinue all use of the NEB name, logo, and copyrighted or trademarked material. I also acknowledge and agree that if the NEB denies my application for membership, a non-refundable \$75.00 processing fee shall be charged to me by the NEB. I understand and agree that if my membership in the NEB is terminated by me or revoked by the NEB within thirty (30) days of the NEB's approval of me as a member, I will receive a refund of all membership fees, less the non-refundable \$75.00 processing fee, and a refund of all material costs paid by me, less shipping and handling charges. I understand and agree that refunds of the materials from the NEB will apply to unused materials only and that my plaque and all other NEB membership materials shall be promptly returned by me to the NEB (at my expense) and that all use of NEB name, logo, and copyrighted or trademarked material shall cease by me in order to qualify for such a refund.

I understand and agree that participation in the NEB and my receipt of benefits of membership in the NEB may be terminated by the NEB as a result of any violation of the Terms and Conditions contained in the NEB Member Agreement, as amended. I also acknowledge and agree that my membership may be terminated by the NEB as a result of a discovery or clarification of any past violation of the Terms and Conditions contained in the NEB Member Agreement, as amended, the information included in this Member Agreement, or the information developed by the NEB as a result of its consideration of me for membership in the NEB. I understand and agree that each year, upon renewal of my NEB membership, I must re-qualify for membership in the NEB based on the current qualifications required for membership, regardless of the date of my initial application for membership in the NEB.

I acknowledge and agree that the NEB shall not be liable for any financial losses caused to me, which could include any unused NEB products or services, as a result of me being disqualified for NEB membership, based on any new required qualifications or the termination of my NEB membership due to a violation by me of the NEB Terms and Conditions.

6. Membership Background Check and Payment Authorization

I hereby authorize the NEB to investigate and verify all statements contained in this Member Application and to perform the NEB's Ethics Check System™, which includes, but is not limited to, checks with various local, state, and federal regulatory agencies that maintain records concerning my activities both personally and professionally. It also includes verification of my current professional license(s), verification of my continuing education requirements, and a seven (7) year background check to uncover any criminal, civil, or business violations.

I hereby authorize the NEB to charge my credit card for my annual membership dues. I understand that if I chose to pay my membership dues monthly, my dues will be automatically charged to my credit card each month unless I cancel my membership. A 30 day notice must be given for all cancellations. I understand that submitting false information or omitting relevant or material information in connection with this application may be cause for denial or revocation of Membership.