



The Lean Knowledge Exchange (LeanExSM) for Product Development (NPD)
Membership Application

Name: _____

Title _____

Company _____

e-mail: _____ Website: _____

Phone: day _____ mobile: _____

Fax: _____

Address: _____

City State Zip

I am applying for LeanExSM Membership. I understand that submittal of this agreement constitutes acceptance of the terms of membership for myself and any additional participant specified below for my organization, as specified in the attached Membership Agreement & Code of Professional Conduct. I personally and professionally agree and will conduct myself in the professional manner described within the membership agreement.

Signature _____ Date _____

[] First Member - \$ 3,500 name: _____

[] 2nd Participant - name: _____

[] Enclosed is a check for the first year dues:

Check Amount: \$ 3,500

[] Purchase Order #: _____

(Note: This application serves as the invoice; membership becomes active on receipt of payment.)

Make checks payable to:

Sutton Enterprises Inc.

1909 Ash Street

Waukegan, IL 60087-5038

Phone: 847.445.2098 fax: 847.672.6038

accounting@suttonenterprises.com





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Member Profile for:

Please answer the following questions to help us determine fit and understand your needs better.

I've already answered profile questions when registering for an event prior to applying for membership. (If so, skip the remaining questions.)

What is your role within your organization?

- Vice President of Product Development, Director of Product Development, Vice President of R&D, Director of R&D, Vice President of Engineering, Director of Engineering, Division General Manager, Division Vice President, Engineering / NPD/ R&D Manager, Other, Marketing/Product Management

What is the nature of your business? (Please describe business and products.)

What is your company's approximate annual revenue?

- \$10-50 million, \$51-100 million, \$101-500 million, > \$500 million, < \$10 million

What is the size (# of persons) of your Product Development organization?

- 1-10, 11-40, 41-100, >100

Describe what aspects of product development you want to improve (learning needs / Pain points, general concerns, etc.)

We want to establish groups of compatible organizations that foster open discussions. All members as well as guest attendees must agree to confidentiality and a code of professional Conduct to protect proprietary information that may come up as part of the exchange. With that in mind, please help us understand your views on competitors and suppliers/vendors.

Companies that would be considered our organization's competitors are:

Yes (Select 1 drop down option) We are comfortable with suppliers or vendors participating in the LeanExSM group with our organization. If "No" or "Depends", please list any specific suppliers/vendors with whom you would not be comfortable in your LeanExSM group:





**LeanExSM NPD – The Lean Product Development Exchange
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Member Agreement & Code of Professional Conduct**

Mission and Business Purpose

LeanExSM is a regularly scheduled, facilitated roundtable of product development professionals that benchmarks each others' product development processes and fosters continuous improvement by learning and applying lean principles to product development operations. The mission of the LeanExSM NPD is to help product development managers learn from each other about improving new product development processes, management principles, and practices. The intent of this agreement is to encourage participation by providing a safe, private, professional atmosphere and appropriate handling of information for members, facilitators, hosts, and guests.

Member Responsibilities

I understand that the benefits of membership for my organization as well as for other participants directly correlate to my participation. I agree to attend as many meetings as possible. I understand that my membership entitles me to attend up to eight sessions over a 12 month period (measured from receipt of payment). I will also work with my organization to arrange hosting of one meeting over the course of a year if at all possible. I understand my lack of participation or attendance or failure to comply with the terms of this agreement is sufficient to cause revocation of my membership at the discretion of the facilitators. I agree that failure to participate or attend does not entitle me to any additional benefits, refunds of membership fees, or extensions of the membership term.

We fulfill our professional obligations toward the LeanExSM mission when we build professional trust, openness in personal dialogue and willingness to help other participants. I understand that my part in this mission is to engage my fellow members actively with professional discussion, collaboration and dialogue. Accordingly, I affirm these principles of ethical and professional conduct and agree to uphold them:

- As an interactive group we discuss problems, issues, processes, tools, and practices.
- We share our know-how, offer constructive perspectives, and advocate action.
- We consistently participate, encourage interaction, build community and trust between participants, and provide the values of membership.
- We maintain the highest standards of personal and professional management when using all

information and when applying them to my organization's operations.

Confidentiality

I understand that everything exchanged by members, hosts, facilitators and guests is considered confidential information, including data, discussions, presentations, processes, methods and learnings exchanged ("Confidential Information") unless otherwise indicated. I agree to hold all Confidential Information in trust and confidence and avoid its disclosure or release to any other person or entity. I will exercise the same degree of care as I use to avoid the unauthorized use, disclosure, or dissemination of our own confidential information of a similar nature, but not less than reasonable care. I understand and agree that the obligations under this agreement extend to every member of my organization. I will inform each person in my organization with access to such Confidential Information of his/her obligations of confidentiality under this Agreement and ensure his/her compliance with the provisions of this Agreement.

The obligations of this section do not apply to information that:

- (a) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to LeanExSM or
- (b) is independently developed by Member without use of other Members' Confidential Information hereunder, or
- (c) is required to be publicly disclosed under applicable law or judicial order.

I will not share the LeanExSM NPD Membership list with anyone. I will not use it for any purpose except membership-related business. I understand that each new guest and member will be provided a profile of each current and prospective member before joining, which will include identifying information about the member and his/her organization and line of business.

It is agreed that the unauthorized disclosure or use of any Confidential Information will cause immediate or irreparable injury to the party providing the Confidential Information, and that such party cannot be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to any temporary or permanent injunctive relief necessary to





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prevent such unauthorized disclosure or use, or threat of disclosure or use, without the necessity of proving damages.

Conflicts of Interest

I understand that the profile I provide in connection with my membership application will be shared with each member of LeanExsm, which will include identifying information about me, my organization and line of business. As an applicant, I understand that I may be refused membership in a specific group or membership altogether due to any conflict of interest.

As a member, I agree to review the profiles of prospective members and their organizations and lines of business for potential conflicts of interest. I will disclose any and all such relationships to the LeanExSM NPD facilitators and other members as appropriate.

Miscellaneous

This agreement expires one year from the date of payment of all membership fees and any subsequent renewal period thereafter, except that the duty to protect Confidential Information shall survive any termination or expiration of this agreement.

Neither party to this Agreement acquires any intellectual property rights or other rights by way of this Agreement. No representations or warranties are given with respect to the Confidential Information disclosed hereunder.

This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All modifications to this agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Illinois. Upon termination of this Agreement for any reason, member shall promptly return all Confidential Information and shall not retain any copy or transcription of such material.

If any provision of this Agreement is held to be unenforceable, such provision shall be construed by the court so as to make it enforceable and consistent with the parties' intentions or, if such limitation is not possible, such provision will be deemed stricken from this agreement. In any such event, all other provisions

of this agreement will remain in full force and effect, unless such enforcement would result in an injustice or be inconsistent with the purposes of this Agreement.

Guests

I understand that there may be other product development managers who intend to learn and/or evaluate whether membership is appropriate for their organizations. I agree that guests who are willing to demonstrate their interest in membership must abide by the requirements for prospective members to be accorded guest privileges. These guest privileges do not extend to subordinates or others within their organization.

