

PRIMIR ENROLLMENT FORM Separate Business Unit Membership

Date: _____

I would like to enroll our company in PRIMIR as a Separate Business Unit Member. We understand that with our enrollment we are entitled to receive all reports issued during the year of membership (beginning from our enrollment date). We also understand that this special discounted membership is only available to us as long as our parent company remains a PRIMIR corporate member.

Eligibility for Membership:

Any firm or corporation who is a division, subsidiary, joint venture or otherwise separate business unit of a PRIMIR Corporate Member and engaged in printing by any and all processes, and any firm engaged in the manufacture or distribution of equipment, software, materials or supplies to the graphic communications or converting industry, is eligible for membership. Consultants or Industry Trade Press are ineligible for membership.

Primary Contact: (voting)

Name _____ Title _____

Company _____

Mailing Address _____

City/State/Zip/Country _____

Address for UPS Deliveries (no P.O. Box) _____

Telephone _____ Ext. _____ Fax _____

E-mail Address _____

Fees: PRIMIR annual fees are on a sliding scale. See reverse side for benefits.

✓ one	Member Category	Sales Volume (Global sales into printing, publishing and converting)	Non-NPES Member		NPES Member	
			Corporate Dues	SBU Dues	Corporate Dues	SBU Dues
	Class A	Over \$250 million	\$8,100	\$4,050	\$4,150	\$2,025
	Class B	Over \$100 to \$250 million	\$7,850	\$3,925	\$4,025	\$1,963
	Class C	Over \$50 to \$100 million	\$7,700	\$3,850	\$3,950	\$1,925
	Class D	Over \$25 to \$50 million	\$5,725	\$2,863	\$2,963	\$1,432
	Class E	Over \$10 to \$25 million	\$3,325	\$1,663	\$1,763	\$ 832
	Class F	Over \$5 to 10 million	\$1,663	\$ 832	\$ 932	\$416
	Class G	Over \$2.5 to \$5 million	\$832	N/A	\$516	N/A
	Class H	Less than \$2.5 million	\$416	N/A	\$416	N/A

We are a Separate Business Unit of _____ which is currently a PRIMIR Corporate Member.

Payment Enclosed Please bill my company. (Service will begin upon receipt of payment.)

Check

Credit Card (AMEX Visa Master Card Discover)

Card # _____ Exp. Date _____ 3-Digit _____
Verif. Code _____

Company must be in business for more than one year and sales volume will be verified prior to accepting application.

Please complete 2nd and last page.

Membership Benefits

All members receive quarterly newsletters, meeting information, have access to PRIMIR Members-only section of www.primir.org, and have the opportunity to participate in developing and directing research studies. Copies of studies published prior to your enrollment are available for a nominal fee of \$75 each.

Class A through H: Entitles company to unlimited active participants (with one primary delegate) in the organization and provides for 1 copy of each study produced in the membership year mailed to the same address. Bonus for new (not rejoining) members: 1 free selection from the library of previously completed (PRIMIR, GAMIS or NPES) studies.

Secondary Contact: Please list at least one. (no voting authority)

Name _____ Title _____

Company _____

Mailing Address _____

City/State/Zip/Country _____

Address for UPS Deliveries (no P.O. Box) _____

Telephone _____ Ext. _____ Fax _____

E-Mail Address _____

COMPANY PROFILE (Please complete for the Member Roster.)

Parent Company Name: (if applicable) _____

Company Background: (Principle products) _____

Primary Category: only one

Equipment Presses Ink/Coatings/Chemicals Paper

Supplies Printer Other

Other pertinent data (company structure, divisions, subsidiaries, etc.) _____

Number of employees: _____ Annual Sales \$ (US) _____

URL Address: _____

Please forward the following free report: _____
(Does not apply to rejoining members.)

SBU Membership Agreement

The undersigned hereby agrees to become a Member of the Print Industries Market Information and Research Organization (PRIMIR) according to the terms of this Membership Agreement and to conform to all of the applicable terms and conditions set forth herein.

1.0. Purpose and Scope

The purpose of PRIMIR is to produce market research reports for the members of PRIMIR and NPES. PRIMIR will also provide learning experiences in market research techniques and tools, research project management, and industry trends.

2.0. Definitions

- 2.1. "**Agreement**" means this PRIMIR agreement.
- 2.2. "**Chairperson**" means the elected chairperson of PRIMIR, who shall have the duties set forth in Section 5 of the Operating Procedures.
- 2.3. "**Fiscal Year**" means the fiscal year of PRIMIR, and which shall begin on January 1 during each calendar year.
- 2.4. "**PRIMIR**" means the organization for Print Industry Market Information and Research.
- 2.5. "**Member**" means a dues paying participant in PRIMIR.
- 2.6. "**Operating Procedures**" means the operating procedures attached hereto (Attachment B), including any changes that may be duly made by the Members by written amendment thereto.
- 2.7. "**Secretariat**" means the organization that shall act as the secretary to PRIMIR hereunder. The Secretariat shall not be a Member. The current Secretariat is NPES The Association for Suppliers of Printing and Publishing Technologies (NPES). NPES' counsel is the law firm of Skadden, Arps, Slate, Meagher & Flom ("SASM&F"), and NPES may consult the firm in connection with matters arising from NPES' activities as Secretariat. Nothing in this Agreement is intended to or shall be construed to create an attorney-client relationship between SASM&F and any Member of PRIMIR, and each Member of PRIMIR hereby agrees not to provide confidential information to SASM&F or to assert in the future that SASM&F is prohibited from representing any other person (including a Member) in a matter adverse to a Member by virtue of SASM&F's association with NPES or PRIMIR.
- 2.8. "**President**" means the President of PRIMIR who shall be an NPES staff member appointed by the Secretariat and who shall have the duties set forth in Section 5 of the Operating Procedures.
- 2.9. "**Secretary**" means the Secretary of PRIMIR, who shall be an NPES staff member appointed by the Secretariat and who shall have the duties set forth in Section 5 of the Operating Procedures.
- 2.10. "**Executive Committee**" means, collectively, the officers of PRIMIR and (5) additional delegates from the general membership

3.0. Term and Termination of Membership and PRIMIR; Relationship between Secretariat and PRIMIR.

- 3.1. Adding Members to PRIMIR. The Secretary may accept additional Members in PRIMIR, provided that such Members meet reasonably objective participation criteria to be established by PRIMIR, which shall include at a minimum: (i) commitment to the purposes of PRIMIR, (ii) willingness to execute the then current form of the Agreement, and (iii) active participation, in the sense of regular attendance at meetings and participation in Task Forces or other committees.
- 3.2. Honorary Participants – Honorary participants are those individuals whom the Executive Committee votes by Simple Majority to make special exception for their participation. Participation can be perpetual or for a specified length of time as determined by the Executive Committee. Honorary participation can be ended at any time upon decision by the Executive Committee. Note: Examples are members of the trade press who sign a special agreement with PRIMIR, retirees or task force participants from non-PRIMIR members needed for expertise on a topic.
- 3.3. Representation. Each Company Member shall be entitled to send at least one representative to each formally scheduled meeting of PRIMIR. At the Secretary's discretion, a limit may be set on the number of representatives Members may send to any meeting.
- 3.4. Term of SBU Membership in PRIMIR. Separate Business Unit (SBU) Members may participate in PRIMIR for one (1) year term, renewable annually on their anniversary date provided that their parent organization remains a member in good standing. Members may join at any time during a year. Such Terms shall commence upon payment of the first year's dues. Members will be automatically billed on their anniversary date for their dues period. Dues period commences at the time the Membership Application is accepted.
- 3.5. Duration of PRIMIR. PRIMIR shall continue unless and until dissolved by a Super Majority vote of the Members.
- 3.6. Termination of Membership. Any SBU Member of PRIMIR may resign from PRIMIR and terminate its participation in PRIMIR at any time by providing written notice of resignation to the Secretary. Member acknowledges and agrees that PRIMIR membership fees, if any, are non-refundable. A resigning SBU Member shall be responsible for payment of any amounts due at the time of its resignation.

4.0. Costs, Expenses and Resources

Each SBU Member shall be solely responsible for its own costs and expenses incurred in matters and activities related to PRIMIR or otherwise arising out of this Agreement. Each SBU Member except the Secretariat is required to pay an annual PRIMIR membership fee to the Secretariat to cover the expenses of PRIMIR. The current enrollment form is included with this agreement. Membership fees will cover the expenses that PRIMIR incurs in its normal operations or any other activity duly approved by the Members. Membership fees will be due and payable annually to the Secretariat, on or before the Member's anniversary date. The Secretary will issue an invoice for the membership fee to each SBU Member not later than sixty (60) days before the end of their one year membership term. Any SBU Member that does not pay such fee within 90 days after receipt of the invoice therefore will be in default of this Agreement, and its membership in PRIMIR may be terminated at any time thereafter by PRIMIR provided, however, that except as otherwise provided, such SBU Member shall have no liability to PRIMIR or any SBU Member for its failure to pay such fee.

5.0. General

- 5.1. Limitation of Liability. SBU Members and officers of PRIMIR participate in PRIMIR voluntarily, solely to advance the purposes of PRIMIR set forth in Section 1.0 above. The results of the work of PRIMIR shall be promulgated on an "as is" basis, with no warranty whatsoever.
- 5.2. Independent Action. Participation in PRIMIR shall not be deemed to constitute a partnership, joint venture, or other joint activity. No SBU Member authorizes any other Member to make any commitments or representations on its behalf. Participation in PRIMIR shall not grant to any Member the right to use the name or trademarks of any other Member in any publicity or advertising without the other Member's prior written consent.
- 5.3. Compliance with Laws. PRIMIR shall not take any action whatsoever in violation of any federal, state, or local law or regulation, and it is the intention of PRIMIR and its members to comply with all such laws, including specifically antitrust laws.
- 5.4. Assignment. Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable without the prior written approval of the Secretariat and any attempted assignment or transfer shall be void and without effect, provided however, that this Agreement may be assigned to a purchaser of all, or substantially all, of a party's assets without such approval.
- 5.5. No Agency. The parties hereto are independent contractors, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between the parties hereto.
- 5.6. Complete Agreement. This Agreement and Enrollment Form constitute the complete and exclusive statement of the Agreement between the parties, and supersedes all previous proposals, verbal or written, and all other communications or understandings between the parties relating to the subject matter of this Agreement. Each party acknowledges that it has not relied upon any representation or statement not contained herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by all parties hereto. This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement.

COMPANY: _____

BY: _____

Print Name: _____

Title: _____

Date: _____