

James Riley, PE
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[Date]

[Your Name]

Re: Mayya Group International Network Affiliation
Affiliate Member without Equity Interest

Dear [name],

This letter is an invitation for you to join the Mayya Group International network of consultants as an Affiliate Member without Equity Interest. You may at any time choose to purchase an equity interest in Mayya Group International, LLC as an Affiliate Member or request to change your status from Affiliate Member to a full-time consultant with Mayya Group.

Mayya Group International, LLC is working to create a leading consulting network comprised of individuals, expert consultants, consultants in small LLC's, and small size consulting firms that provide engineering services, energy analyses, environmental analyses, and similar or related services to water districts, municipalities, state and federal agencies, inter-national donor agencies, and other government and private entities. As I'm sure you know, it is sometimes difficult for individuals and small firms to be on the leading edge of receiving solicitations from such entities. We hope to be able to open doors for individuals and small size firms and thereby overcome some of the barriers that would otherwise preclude their participation.

We propose to do the following:

- Make contacts with potential customers and clients in the geographic areas in which there are presently members of the Mayya Group International, LLC;
- Promote the engineering and environmental services of participants who are a part of the network;
- Solicit requests for proposals (RFP's) from potential clients, identifying services of participants in the network; and
- Forward RFP's to network participants when appropriate, and coordinate submission of proposals

By this letter, we are requesting your consent to include you in the Mayya Group International network and to promote the expertise provided by you. Your consent indicates your agreement (i) to provide Mayya Group International, LLC with current information regarding your business and your services, (ii) to maintain in force all licenses and permits that may be necessary to provide such services in the state or country in which you are located (and any other state or country in which you indicated that you wish to provide services), (iii) to maintain in force sufficient personal insurance to meet your personal needs (excluding errors and omissions liability insurance which will be carried by Mayya Group International on a project-by-project basis), and (iv) to reasonably cooperate to achieve the purposes of the network, including

considering in good faith all customers, clients, and projects that we present to you. You also give us permission to represent to potential customers and clients that you are part of the network, and to provide to potential customers and clients any and all information relating to you and your business that you may give to us at any time. If there is a specific document that you do not want us to provide to a potential client, you must conspicuously label the document "CONFIDENTIAL" and provide us with clear written instructions, specifically identifying the document, and stating which persons are not authorized to receive it, but we will not in any event be responsible for any inadvertent unauthorized disclosures or for any disclosures by a third party.

By giving us your consent, you are not committing to accept any client or project. The terms of any services that you might provide on a project in the future, either in conjunction with us or other members of the network or on your own will have to be established at the time the project is presented, and you are not obligated to accept any client or project unless you are satisfied with the terms. Similarly, this letter does not create any commitment on our part to promote directly or solely your services, solicit specific opportunities on your behalf, or meet any minimum performance standards of any kind. We make no representation as to the opportunities or revenues that may come to you as a result of any of our efforts.

Your association with the Mayya Group International, LLC network is completely voluntary at all times. We expect only that you will act in good faith while you are a member of the network, refrain from taking action that is likely to undermine our goodwill or the goodwill of other members of the network, and fulfill completely any commitments that you make to a customer or client. You or we have the right at any time to terminate your association with the network, with or without clause. If you accept this invitation to join the network, the terms of this letter describing our relationship will remain in effect, and you authorize us to rely on your participation in the network, until you or we give written notice of termination.

If you agree to the terms set out in this letter, please sign in the space indicated below, whereupon we will include you in our network, and the terms set out above will go into effect.

Sincerely,

James Riley, PE, PHD
Company Founder and President
For Mayya Group International, LLC

THE UNDERSIGNED HEREBY ELECTS TO BECOME A MEMBER OF THE MAYYA GROUP INTERNATIONAL, LLC NETWORK AND AGREES TO PARTICIPATE ON THE TERMS SPECIFIED ABOVE WITH ANY SPECIAL PROVISIONS NOTED BELOW.

Name: _____ Signature: _____

Title: _____ Date: _____

Special Provisions (for example, area of expertise, geographical area, clients, confidentiality)