

DeRec Alliance Membership Agreement

This Membership Agreement (“Agreement”) is entered into by the Derec Alliance Inc (“Organization”), a not-for-profit entity organized under the laws of the State of Delaware, and _____ (“Member”), organized under the laws of _____ and comes into effect as of _____, collectively referred to as Parties.

1. Member Benefits

As of part of membership with the DeRec Alliance, the Member will receive the following benefits:

- i. Member Status. Parties will refer to Member as an “member” of the DeRec Alliance in marketing materials and on the DeRec Alliance website.
- ii. TOC Nominations: Members are able to nominate for and vote in TOC elections. Members, with Maintainers, appoint two TOC seats.
- iii. Input and guidance: Members are able to participate in quarterly member meetings, as well as provide input and recommendations policy for TOC vote.

2. Membership Dues

Payment. Member agrees to pay to the DeRec Alliance an annual membership fee of five-thousand dollars (\$5,000), which may be amended from time to time by the DeRec Alliance.

The first annual payment shall be due upon execution of this Agreement.

Subsequent payments shall be due on or before the one year anniversary of each member’s enrollment, unless Member provides sixty days' prior written notice that it does not intend to renew its membership, or the DeRec Alliance notifies Member that the DeRec Alliance has been dissolved or is no longer offering not-for-profit memberships generally. Membership fees are non-refundable.

Payments shall be in the form of USD wired or otherwise transferred to the DeRec Alliance’s bank account, or in any other form as may be amended from time to time of the DeRec Alliance’s Board of Directors. Failure to make the appropriate payment beyond 30 days can result in a loss of membership status from the DeRec Alliance.

3. Agreements

The Member agrees to abide by the DeRec Alliance’s General Rules and Code of Conduct and agrees to abide by other policies that may be adopted from time to time by the DeRec Alliance’s Board of Directors.

4. Liability

The Member will not hold the Organization liable for any tangible or intangible damage that might happen to them while participating in the membership.

The Member agrees that the Organization cannot guarantee any results from their membership. Any negative or positive results that might occur during the membership are the result of the Member's own personal choices.

5. Marketing; Trademarks; Logos

The Parties agree to permit use of their logos, trade names, and trademarks (collectively, "**Marks**") on marketing materials for the DeRec Alliance, provided that each Party retains the right to require such use comports with its reasonable written trademark usage guidelines. Nothing herein shall be deemed to grant either Party a license to use the other Party's Marks for any purpose other than as expressly permitted in this Paragraph 5 or otherwise permitted in writing. The Parties mutually understand and agree that any trademarks that are developed for the DeRec Alliance are intended to be, and shall be, owned by the DeRec Alliance and not by either Party.

6. Membership Approval

The DeRec Alliance's Technical Oversight Committee will review all applications for approval.

7. Membership Termination

The Organization has a right to terminate the Member's membership if any of the terms and the conditions of this Agreement are violated. The Member can terminate their membership at any point and for any reason and will not be charged for their next billing cycle.

By signing below, the Member confirms that they have read, understood and agree to the terms and conditions outlined in this Agreement.

[Member Name] _____

By _____

Signature _____

Date _____

[Membership Organization Representative] _____

Signature _____

Date _____

