



Participating Member - Membership Agreement

By the signature of its authorized representative below, Applicant, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof as well as the terms and conditions stated in the Articles of Incorporation and Bylaws, Intellectual Property Rights Policy and Antitrust Guidelines (collectively, the “Organizational Documents”) of EMerge Alliance (the “Alliance”) as may apply to the Participating Member class of membership stated in such Bylaws. Applicant is encouraged to review these materials prior to the execution of this Agreement.

No Participating Membership Agreement is binding on the Alliance until payment of the initial participation fee of \$10,000 US** is received (which fee may be deferred by action of the Board of Directors of the Alliance for up to thirty (30) days from acceptance hereof) and upon acceptance by the Alliance. Participating Member class membership in the Alliance is a non-statutory member class established pursuant to Section 14.4 of the Alliance Bylaws. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking participation.

The term of participation shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The Alliance will invoice the then-current renewal fee to Participating Members ninety (90) days prior to the expiration of the pending term and a Participating Member’s payment thereof shall constitute a renewal of participation as a Participating Member. Failure to make a timely renewal payment shall be cause for suspension and termination of participation and member benefits.

The undersigned agrees that, once accepted, all participation fees are nonrefundable for any reason, including termination of participation. There is no duty to renew any participation and renewal may only be accomplished as set forth above.

Company Name:	_____	Date:	_____
Contact Name:	_____		
	(Name/Title)		
Company Address:	_____		

Telephone Number:	_____	Fax Number:	_____
	(Please Include Country Code where appropriate)		
Email Address:	_____	Web Page URL:	_____
Signature:	_____	Date:	_____
Name/Title:	_____		_____

**Payments may be made by check, draft or money order (no purchase orders) payable to the order of the “EMerge Alliance.” For credit card processing, contact the administrator at the phone number below.



Agreement to Allow Use of Your Company Name and Mark. Upon acceptance of this Agreement by the Alliance, the Alliance shall be permitted to use Applicant's company name (or trade name) and trademark(s) and logos solely for the purpose of promoting and marketing the fact that Applicant is a Member of the Alliance.

Survival. Upon termination of this Agreement for any reason, any and all provisions of this Agreement or any obligations set forth in the Organizational Documents which by their nature would remain executory after the termination of this Agreement, shall survive such termination in full force and effect. This survival shall include, but not be limited to any obligations of confidentiality, limitation of liability and commitment to grant a license.

Assignment. The Member may not transfer, assign, sublicense or otherwise delegate any of its rights or obligations under this Agreement without due prior written consent of the Alliance except in connection with the transfer of its Membership in the Alliance as provided in the Bylaws, which consent shall not be unreasonably withheld. Any attempt to assign, transfer or otherwise delegate any of the rights, duties, or obligations under this Agreement without the prior written consent of the Alliance shall be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' permitted assigns and successors.

Waiver of Warranties. ALL MATERIAL, INFORMATION, AND LICENSES PROVIDED TO MEMBERS BY THE ALLIANCE HEREUNDER AND ALL MATERIAL, INFORMATION AND LICENSES PROVIDED TO THE ALLIANCE BY MEMBERS, ARE PROVIDED ON AN "AS IS" BASIS, WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, CONTRACTUAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. FURTHERMORE, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENT LICENSED HEREUNDER, OR RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS.

IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANOTHER MEMBER OR THE ALLIANCE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Non-Waiver. Failure by any party at any time to require performance of the other of any of the provisions hereof, shall in no way affect any party's rights hereunder to enforce the same, nor shall any such waiver by either of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Notices. Notices to the Member shall be sent by personal delivery, regular mail, or facsimile to the address or facsimile number of such party listed on the first page hereof. Notices to the Alliance shall be sent by



personal delivery, regular mail, or facsimile to the address or facsimile number of the Alliance on the last page hereof. Either party's address may be modified by sending written notice to the other.

Participant Law: Any claims arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California or federal courts located in California, without regard to principles of conflict of laws.

Entire Agreement. This Agreement and the Organizational Documents, set forth the entire understanding of the parties and supersedes and replaces all prior agreements and understandings between the Member and the Alliance relating hereto in their entirety, provided that this Agreement does not supersede file terms and conditions of any other agreements between individual Members.

Acceptance:

This Participating Member - Membership Agreement is accepted this _____ day of _____, 201__.

EMerge Alliance,
a California Nonprofit Corporation

By: _____

Name: _____

Its: _____

Mail payment along with this completed form to:

EMerge Alliance
2400 Camino Ramon, Suite 375; San Ramon, CA 94583
Email: info@EMergeAlliance.org
Phone: +1.925.275.6617
Fax: +1.925.884.8668