

## MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made and effective the \_\_\_\_\_ (“Effective Date”) by and between the Circular Drive Initiative, Inc., a District of Columbia nonprofit corporation with its principal place of business at 611 Gateway Boulevard, Suite 120, South San Francisco, CA 94080 (“Association”), and

(Member Name) \_\_\_\_\_ a (Jurisdiction) \_\_\_\_\_ corporation with its principal place of business at

(Address) \_\_\_\_\_ (“Member”). Each of Association and Member may hereinafter be referred to individual as a “party”, or collectively as the “parties”.

**Purpose of the Association:** The Association seeks to collaboratively engage its members in the following efforts:

- Make the storage market more sustainable by developing and promoting standards, reporting, and best practices around circular business models.
- Increase the rate of reuse, second and third uses, of storage devices. For example, solid-state drives (SSDs) and hard disk drives (HDDs).
- Reduce the amount of physical destruction of storage devices at the end of first use, and quantify the reduction in e-waste and other environmental impacts.
- Enable the broad ecosystem of drive reuse through CDI partners: decommissioning, media sanitization, verification, and sales channels
- Strive for continuous improvement and quantity results
- Help companies reduce liability risks and make informed decisions in the data lifecycle that enable circularity and reuse without compromising security

**Membership Commitments:** Member, in becoming a member of the Association, agrees to the following commitments:

1. Member will abide by the Bylaws of the Association, attached as Exhibit A, which outline the governance of the Association and may be amended (but only according to the processes outlined in the Bylaws) from time to time.
2. Member will pay its membership dues in a timely manner in accordance with Section 3.02 of the Bylaws. Should the Member fail to pay membership dues in accordance with the Bylaws, Member understands its membership may be suspended or revoked.

The membership dues for 2023 is as follows:

- Steward Member: \$25,000
- Regular Member: \$1,000
- Associate Member: \$200

3. Member further agrees to follow any policies and procedures enacted by the Association that apply to members (e.g., confidentiality, conflicts of interest). The Association will provide notice to the Member of such policies.

4. Member agrees to designate a representative as the Member's point of contact with the Association. Member's current representative is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Member may change its designated representative at any time, by providing such written notification to the Association at 611 Gateway Boulevard, Suite 120, South San Francisco, CA 94080, attn: Jonmichael Hands.

5. Member represents, warrants, and covenants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and that it has the full legal power and authority to enter into this Agreement; (b) (i) this Agreement has been duly executed and delivered by it, and (ii) constitutes a legal, valid, and binding obligation on it; and (c) it will not use the Association for any coordination contrary to applicable competition law. ALL RIGHTS PROVIDED UNDER THIS AGREEMENT ARE "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, MEMBER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, OR NON-INFRINGEMENT.
6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ASSOCIATION, MEMBER, OR ANY OTHER MEMBER BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, RELATING TO OR ARISING IN ANY MANNER OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.
7. Member grants to the Association a limited, worldwide, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, royalty-free license to use Member's trademarks, in word mark, design, and logo(s) to: (a) identify Member as a member; and (b) promote the existence of the Association, the mission of the Association, and encourage others to join the Association. Any and all goodwill generated by use of the Member trademarks will inure exclusively to the benefit of the Member. Association will use reasonable efforts to adhere to any applicable brand guidelines of Member. Association will not (i) knowingly register or attempt to register any trademark incorporating any part of the Member's trademarks; or (ii) knowingly use, register or attempt to register any trademark deemed by Member to be confusingly similar to any of the Member's trademarks.

8. Association grants to Member an irrevocable, worldwide, royalty-free, non-exclusive, assignable license to all Intellectual Property owned by or licensed to or sublicensed to Association. This license includes the right to sublicense, to make, have made, use, import, offer to sell, sell, reproduce, create derivative works, distribute, use, display, and perform publicly and otherwise transfer such Intellectual Property, and to practice any method or process in the manufacture or use of such Intellectual Property. "Intellectual Property" means any inventions, discoveries, ideas, concepts, methods, computer programs and related documentation, works of authorship fixed in a medium of expression, mask works; whether or not patentable, copyrightable or subject to mask work rights or other forms of protection. For the purposes of this Agreement, Intellectual Property does not include trademarks.
9. Member may terminate, for convenience, this Agreement pursuant to Section 3.03 of the Bylaws. Except as is otherwise noted in Section 3.03 with regard to outstanding membership dues prior to the date of the Member's withdrawal, Member shall have no other liabilities or obligations to the Association after such termination or withdrawal..

**ASSOCIATION**

**MEMBER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Title

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Date