

## Healthway, Inc. (dba The Sequoia Project) Membership Agreement

This Membership Agreement ("Agreement") is entered into as of the last date written below ("Effective Date") by and between Healthway, Inc. (dba "The Sequoia Project"), a Virginia nonstock membership corporation, and the undersigned ("Applicant") (collectively "the Parties").

In consideration of the admission of Applicant to The Sequoia Project as a Member, the Parties hereby agree as follows:

- 1. Agreement to the Terms of the Organizational Documents.** By the signature of its authorized representative below, Applicant agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Articles of Incorporation and Bylaws, any amendments thereto, and the terms of any rules, policies, procedures and other documents that are adopted by the Board of Directors pursuant to the Bylaws from time to time ("Organizational Documents") as such terms apply to members. Copies of the Organizational Documents are available for review at The Sequoia Project website. Applicant is encouraged to review these materials prior to the execution of this Agreement.
- 2. Admission.** This Agreement is not binding on The Sequoia Project unless accompanied by a Membership Application and the Membership Fee as set forth in Section 4. Requirements for admission as a member in The Sequoia Project are as defined in the Bylaws.
- 3. Membership Term.** Applicant agrees that the term of membership shall be on a year-to-year basis. The Initial Term shall commence on the Effective Date as defined in the Membership Agreement and shall end on the last calendar day of the calendar quarter that is at least one year after the Effective Date. By way of example only and for the avoidance of doubt, if the Membership Agreement between the Applicant and The Sequoia Project became effective on February 15, 2017 then the Initial Term would expire on March 31, 2018. Subsequent terms ("Renewal Terms") shall run for a twelve (12) month period of time from the end of the Initial Term. Membership terms shall not automatically renew. The Sequoia Project will invoice the Member the then-current renewal Membership Fee on an annual basis as set forth in Section 4 of this Agreement. If the member pays the invoice on time per the invoice, this shall entitle the Member to renew its membership, provided that the Member continues to meet the requirements for membership as defined in the Bylaws. Failure to make a timely renewal payment shall be cause for termination of membership and member benefits.
- 4. Membership Fee.** Applicant shall pay, on an annual basis, the applicable annual Membership Fee in accordance with the fee schedule adopted by The Sequoia Project Board of Directors and set forth on The Sequoia Project website ("Membership Fee"). Applicant agrees that, once paid, all Membership Fees are nonrefundable for any reason, including termination of membership. If an Applicant or a Member fails to pay the Membership Fee within forty-five (45) days of such Fee becoming due, Applicant's membership in The Sequoia Project shall be terminated.
- 5. License to Use Member Logo.** Pursuant to Section 5(b) of this Agreement, The Sequoia Project grants to Applicant a non-transferable, non-assignable license to use the applicable The Sequoia Project and Carequality Member logos ("Member Logo"); provided, however, that Applicant may only use such Member Logo in furtherance of The Sequoia Project's business interests and never to

the detriment of The Sequoia Project. Notwithstanding any other provision of this Agreement, all rights, titles and interests in and to the Member Logo, as well as any derivative works and physical embodiments thereof, at all times belong to, vest and remain vested in The Sequoia Project.

- 6. Notices.** All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Applicant's representative designated below at the address set forth below or to such addresses as such Applicant's representative may later specify by written notice to the CEO of The Sequoia Project.

NAME OF APPLICANT'S REPRESENTATIVE DESIGNATED TO RECEIVE

NOTICES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

If Applicant's representative does not update his or her contact information then Applicant waives any right to receive any notice. Any notices given under this Agreement or any Organizational Document will be delivered in accordance with the Bylaws.

- 7. Governing Law.** This Agreement shall be construed and controlled by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles.
- 8. Jurisdiction.** The Parties agree that all disputes between Applicant and The Sequoia Project or between or among Applicant and any other member or members of The Sequoia Project that arise in any way out of or in connection with this Agreement or the Organizational Documents or otherwise out of or in connection with the activities of The Sequoia Project shall be heard exclusively in, and The Sequoia Project and Applicant irrevocably consent to jurisdiction and venue in, the state and Federal courts of the Commonwealth of Virginia.
- 9. Complete Agreement; No Waiver.** This Agreement sets forth the entire understanding of The Sequoia Project and the Applicant and supersedes all prior agreements and understandings with respect to its subject matter, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 10. Amendment.** This Agreement may be amended by The Sequoia Project by providing notice to Applicant at least thirty (30) days before any such amendment takes effect and the terms of the amended Agreement will be effective with respect to Applicant unless Applicant provides its notice of termination within thirty (30) days of the date on which the notice of amendment is sent to member at the address listed in Section 6 of this Agreement.
- 11. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

- 12. No Third Party Beneficiaries.** This Agreement is entered into for the benefit of the Parties and not for the benefit of any third party. Applicant agrees that it will not assert rights under any agreement between The Sequoia Project and any other member unless such agreement provides by its express terms that Applicant is a party to or an intended beneficiary of that agreement with express rights of enforcement.
- 13. Compliance with Laws.** Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties will be subject to all applicable laws, regulations and orders, present and future, of any governmental authority having jurisdiction over the Parties. It is the intention of the Parties that this Agreement and all Organizational Documents will comply with all applicable laws and regulations.
- 14. General Construction.** As used in this Agreement, the plural form and singular form each shall be deemed to include the other in all cases where such form would apply. “Includes” and “including” are not limiting, and “or” is not exclusive.
- 15. Independent Contractors.** The relationship of The Sequoia Project and the Applicant established by this Agreement is that of independent contractors. This Agreement does not give The Sequoia Project or the Applicant the power to direct and control the day-to-day activities of another; constitute The Sequoia Project, the Applicant, or any member of The Sequoia Project as partners, joint ventures, co-owners, principal agent, or otherwise participants in a joint or common undertaking; or allow The Sequoia Project or the Applicant to create or assume any obligation on behalf of another for any purpose whatsoever.
- 16. Warranty of Signature.** This Agreement must be signed by a representative of the Applicant that is authorized to commit the Applicant to all of the terms of this Agreement. By signing this Agreement, the person signing represents and warrants that he or she has been so authorized by the Applicant to enter into the obligations set forth in this Agreement and has read and understood this Agreement and all other Organizational Documents.

**Applicant:**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

*(Please Include Country Code where appropriate)*

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

Web Page URL: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Acceptance:**

This Agreement is accepted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Healtheway, Inc. (dba The Sequoia Project), a Virginia corporation

By: \_\_\_\_\_

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

Its: \_\_\_\_\_