Membership Agreement

This Agreement is made this day, _____, between the United Network Equipment Dealers Association, a Nebraska mutual benefit corporation, hereinafter referred to as "UNEDA" or the "Association," and _____, hereinafter referred to as "Member."

The Member acknowledges that it has been accepted into membership in UNEDA and agrees to the terms and conditions set forth in this Agreement.

UNEDA is an international trade association whose purpose is to promote and assist:

- Professional and ethical standards in business dealings among UNEDA Members.
- Standards governing transactions and services provided between UNEDA Members and their customers.
- Cooperation and communication with Original Equipment Manufacturers (OEMs).
- Government relations and industry advocacy.
- The advancement of professionalism, transparency, and integrity within the secondary networking and technology equipment industry and related service sectors.
- Other missions and initiatives as determined by the UNEDA Board of Directors ("Board").

UNEDA membership may include multiple membership categories, including but not limited to companies engaged in the buying and selling of networking or server equipment, companies engaged in IT asset disposition or bulk equipment transactions, and companies that provide professional services supporting the industry, including Industry Service Members.

As a Member of UNEDA, the Member agrees to the following:

1. Compliance with UNEDA Rules

The Member shall abide by all UNEDA rules, policies, and governing documents, including but not limited to the UNEDA Code of Ethics, the UNEDA Code of Conduct, and UNEDA By-Laws (collectively referred to herein as the "Code of Ethics"). All governing documents are in effect as of the date of this Agreement.

2. Payment of Dues and Fees

The Member shall pay all dues, fees, assessments, and other charges applicable to its membership category as established by the Board.

3. Changes in Company Information

The Member must notify UNEDA within five (5) business days if any of the following changes occur:

- Change in ownership of the company
- Change in tax identification number
- Change of designated UNEDA contact person
- Change in company name
- Material change in business structure or operations that may affect eligibility for membership

The Board of Directors may require the Member to submit updated membership information, a Member Name Change application, or a New Member Application following such changes or may waive such requirements at its sole discretion.

4. Probationary Membership Period

New memberships begin with a one (1) year probationary period, during which the Member's business conduct and participation in UNEDA activities may be reviewed to ensure adherence to UNEDA rules, standards, and the Code of Ethics.

5. Suspension or Revocation of Membership

The Member understands that membership in UNEDA may be suspended or revoked by the UNEDA Board for reasons that include, but are not limited to:

- Nonpayment of dues or assessments
- Violation of UNEDA rules or the Code of Ethics
- Unethical practices
- Conduct inconsistent with the purposes or reputation of the Association
- Misrepresentation of business activities or membership status
- Actions that undermine the integrity or operation of UNEDA systems, resources, or member relationships

6. Reapplication Following Revocation

If a Member's membership is revoked, the Member may not reapply for membership until one (1) year after such revocation unless otherwise determined by the UNEDA Board.

7. Resignation from Membership

A Member may resign from UNEDA by providing written notice to UNEDA.

If a Member resigns or has its membership revoked, the Member shall not be eligible for any refund of dues, fees, or donations paid to UNEDA.

Independent Status of Members

Nothing contained in this Agreement, and no action taken by UNEDA or the Member, shall be deemed to render the Member or its agents an employee, agent, or representative of UNEDA or any other UNEDA Member.

Likewise, nothing in this Agreement shall be deemed to create a partnership, joint venture, or syndicate among or between the Member, UNEDA, or any other UNEDA Member.

Each Member remains an independent business entity responsible for its own operations and business decisions.

Limitation of Liability and Waiver

In consideration of the mutual promises contained in this Agreement, the Member agrees as follows:

By signing this Membership Agreement, the Member expressly waives any and all legal rights or causes of action, whether statutory or otherwise, that it may have against UNEDA, its officers, directors, members, agents, or representatives arising out of:

1. Its acceptance into membership in UNEDA, or
2. Its participation, suspension, or termination of membership in UNEDA.

This waiver is made voluntarily and with full knowledge of the Member's legal rights.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Authorized Applicant representative:

By:_____

Name:_____

Title:_____

Date:_____