

United Network Equipment Dealer Association

Membership Agreement

Agreement made this day, _____ between the United Network Equipment Dealer Association, a Nebraska mutual benefit corporation, hereinafter referred to as “UNEDA” or “Association”, and _____, hereinafter referred to as “Applicant” who has applied for membership in UNEDA.

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

1. trading standards used between UNEDA members.
2. trading standards used between UNEDA members and their customers.
3. Original Equipment Manufacturer (OEM) relations.
4. Government relations.
5. other missions as decided by the UNEDA Board of Directors (“Board”).

It is understood by the Applicant that membership is not automatic upon submitting a properly completed application and annual dues. All applications for membership must be reviewed by the Board. UNEDA reserves the right to deny membership to Applicant for any reason or no reason. If Applicant is denied membership, Applicant may reapply for membership after a period of 1 year from such denial.

The Membership Committee meets as appropriate and accepts applications at any time during the year. Applicant will be notified within a reasonable period of time of the committee meeting whether the application was accepted. If Applicant is turned down for membership, UNEDA will fully refund any fees or dues paid by Applicant.

If Applicant is admitted as a member to the UNEDA, Applicant agrees to the following:

1. Applicant shall abide by all UNEDA rules including those set forth in the UNEDA CODE OF ETHICS and BY LAWS, as amended from time to time (“Code of Ethics”). The Code of Ethics in effect as of the above date is attached hereto and incorporated by reference.
2. Applicant shall pay all dues, fees and other assessments applicable to its membership as established from time to time by the Board.
3. After acceptance to UNEDA, should any of the following changes take place the member must notify the Membership Committee within 5 business days and re-apply to UNEDA: change in ownership of the company, change in tax-ID, change of UNEDA contact or change in company name. The Board of

Directors may waive the requirement for a reapplication at its sole and absolute discretion.

4. Memberships begin with a 1 year probationary period that ends with a review of sales practices and ensuring all UNEDA rules and Code of Ethics are adhered to.
5. Applicant may have its membership revoked by the UNEDA Board for reasons that include but are not limited to: nonpayment of dues; violation of Association rules, by-laws, or the Code of Ethics; unethical practices; or conduct inconsistent with the purposes of the Association.
6. If Applicant's membership is revoked, Applicant may not reapply for membership until 1 year after such revocation.

If and once accepted to UNEDA, the Applicant may resign by sending written notice to the Secretary of UNEDA. If Applicant has had its membership revoked, Applicant will not be eligible for any monetary refund of any kind including annual dues or any donations to the UNEDA.

Nothing contained in this Agreement and no action taken by UNEDA or Applicant shall be deemed to render the Applicant or its agents an employee, agent or representative of UNEDA or any other member of UNEDA or such member's agents, or shall be deemed to create a partnership, joint venture or syndicate among or between Applicant and UNEDA or any of UNEDA's members or such member's agents.

In consideration of the mutual promises of the parties contained in this Agreement, the Applicant agrees as follows: By signing this membership agreement, the Applicant expressly waives any and all legal rights whatsoever, statutory or state, legal causes of action, in the federal and/or state courts, it may have against UNEDA, its officers, directors, members, or agents, arising out of its application for membership in UNEDA or its subsequent membership in the UNEDA. This waiver is made with full knowledge of all of the Applicant's legal rights and is made voluntarily. This Agreement is governed by the laws of the State of Nebraska.

Authorized Applicant representative:

By: _____

Name: _____

Title: _____

Date: _____

Duly authorized UNEDA representative:

By: _____

Name: _____

Title: _____

Date: _____