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Membership Agreement

This Membership Agreement (the “**Agreement**”) is by and between the California Association of Ayurvedic Medicine (the “**Association**”), and the Association member or applicant for membership electronically accepting and/or signing this Agreement (the “**Member**”). The Association and the Member may be referred to hereinafter each as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

The Association is a nonprofit, tax-exempt membership organization which desires to retain and increase its membership. The Member is an individual or entity that desires to be admitted and/or retained as a member of the Association.

The terms and conditions of this Agreement govern membership in the Association. In being admitted and/or retained as member of the Association, the Member agrees to be subject to these terms and conditions. The Member also understands and acknowledges that the Member’s membership in the Association may be denied or terminated if the Member fails to abide by these terms and conditions.

Accordingly, for and in consideration of the premises, mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLES:

1. Membership Types, Benefits, Requirements, Fees.

a. Membership Types. The Association offers the following types of membership to qualifying individuals and entities:

i. Professional. Professional membership is open to the following types of individual Ayurveda professionals who meet the Association’s educational competency criteria:

a) Ayurveda Health Counselor (“**AHC**”); and

b) Ayurveda Practitioner (“**AP**”).

ii. Educational Institution. Educational Institution membership is open to state-approved educational institutions, colleges or universities located in the United States that offer at least one professional (AHC or AP) program that complies with the Association’s Ayurveda educational competency guidelines.

iii. Affiliate. Affiliate membership is open to businesses, organizations, and non-state approved educational institutions (worldwide) connected to Ayurveda including complementary healthcare organizations.

iv. Allied. Allied membership is open to individuals, organizations, associations, and businesses (worldwide) that supports the Association’s mission and goals.

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v. Student. Student membership is open to all students enrolled and currently attending a professional (AHC or AP) qualified program that complies with the Association's Ayurveda educational competency guidelines.

b. Multiple Membership Types. A Member may apply for/have more than one-type of membership in the Association.

c. Membership Requirements. The Association will specify the requirements for membership (the "**Membership Requirements**") for each type of membership offered by the Association. In order to be accepted or retained for membership in the Association, the Member must meet all of the Membership Requirements for the applied for/approved membership type both at the time of application and at all times while a Member of the Association.

d. Member Benefits and Rights.

i. Benefits. The Member may receive discounts, offers, access to programs and events, and other benefits associated with membership in the Association (the "**Benefits**"). The Association, in its sole and absolute discretion, will determine the Benefits, if any, available to Members of the Association (collectively, the "**Members**"). The Association will from time to time, and at least on an annual basis, publish on its website a list of Benefits available to Members.

ii. Voting. Professional Members are the only Members with voting rights. Professional Members in Good Standing with the Association have the right to vote in the annual election of the members of the Board of Directors of the Association. Good Standing shall mean the Member has complied with all obligations of membership in the Association and is not subject to any form of sanction, suspension or disciplinary censure.

e. Change in Membership Types, Benefits or Requirements. The Association, in its sole and absolute discretion, may at any time and from time to time, and without advance notice to the Member, add, remove or change any membership type, requirement or Benefit (in whole or in part), subject to applicable laws. The Association will notify the Member of any such addition, removal, or change, which will be applied prospectively, with an effective date determined solely by the Association. Members will be bound by the resulting membership type(s), requirement(s), and/or Benefit(s), which will supersede and replace the preceding membership type(s), requirement(s), and/or Benefit(s).

f. Membership Fees. The Association will from time to time publish a list of the annual dues and other fees (collectively, the "**Membership Fees**") to be paid by Members. The Association, in its sole and absolute discretion, may at any time and from time to time, and without advance notice to the Member, add, remove or change the Membership Fees (in whole or in part), subject to applicable laws. The Association will notify the Member of any such addition, removal, or change, which will be applied prospectively, with an effective date determined solely by the Association. Members will be bound by the resulting Membership Fees, which will supersede and replace the preceding Membership Fees.

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2. Association Policies and Procedures. At all times while a member of the Association, the Member shall comply with all Association policies and procedures applicable to the Member. The Association, in its sole and absolute discretion, may at any time and from time to time, and without advance notice to the Member, add, remove or change any or all such policies or procedures (in whole or in part), subject to applicable laws. The Members will be notified of any such addition, removal or change, which will be applied prospectively, with an effective date determined solely by the Association. The Member will be bound by the resulting policies and procedures, which will supersede and replace the preceding policies and procedures. The Member's violation of any applicable policy or procedure may result in disciplinary action up to and including termination of membership in the Association.

3. Term of Membership. The initial term of this Agreement, and the Member's membership in the Association, is one year from the date of joining the Association. After the initial term, Members in Good Standing with the Association and who pay their annual dues, may renew their membership for successive one-year terms.

4. Termination.

a. Death or Dissolution of a Member. This Agreement (and the Member's membership in the Association) shall automatically terminate upon the Member's death, dissolution or liquidation.

b. Mutual Agreement. The Association and the Member may terminate this Agreement (and the Member's membership in the Association) at any time and for any reason, by mutual agreement evidenced by a written agreement of termination signed by the Association and the Member and specifying an effective date for the termination.

c. Termination by Member. The Member may terminate this Agreement (and the Member's membership in the Association) at any time and for any reason by providing the Association thirty (30) day's advance written notice of the termination. If the notice fails to include an effective date for the termination, the effective date of the termination shall be thirty (30) days from the date of such notice.

d. Termination by Association. The Association may immediately terminate this Agreement (and the Member's membership in the Association):

i. If the Member fails to pay any amount due from the Member to the Association and such failure continues for thirty (30) days after the Member receives written notice of such nonpayment;

ii. If the Member fails in any manner to comply with any of the then existing Membership Requirements for the membership type under which the Member was approved, and such failure continues for thirty (30) days after the Member receives written notice of such noncompliance;

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iii. If the Member violates any Association policy or procedure applicable to the Member and fails to cure such violation after being notified of the violation in writing by the Association and being given thirty (30) days to cure the same;

iv. If the Member is in breach of this Agreement, and fails to cure such breach after being notified of the breach in writing by the Association and being given thirty (30) days to cure the same;

v. In the event of the Member's willful and deliberate violation of any federal, state or local law, rule or administrative regulation (other than a traffic violation or similar misdemeanor), or in the event of the Member's arrest or conviction (or plea of guilty or nolo contendere) with respect to any felony or crime involving dishonesty or moral turpitude;

vi. if the Member, or any of its officers or principals, lies to or misleads the Association;

vii. if the Member, or any of its officers or principals, is found to have committed unprofessional or unethical conduct by any board, institution, organization, or professional society having any jurisdiction, privilege or right to pass upon the conduct of the Member, or the affected officer or principal;

viii. if the Association determines, in its reasonable judgment, that the Member, or any of its officers or principals, has committed any act or omission which creates a dangerous or offensive environment for the Association or its Members, or for clients or patients of the Member;

ix. if any act or omission of the Member, or any of its officers or principals, in the Association's reasonable judgment, subjects the Association to shame or ridicule, or otherwise diminishes the Association's reputation or good standing; or

x. if any act or omission of the Member or any of its officers or principals, in the Association's reasonable judgment, is materially detrimental to the Association.

e. Effect of Termination. The Member's membership in the Association shall automatically terminate on the effective date of the termination of this Agreement. The Association shall not be responsible for (and the Member shall not be entitled to) the refund of any dues, fees, charges, costs, expenses, or amounts of any kind or nature, paid or otherwise incurred by the Member, prior to termination of the Member's membership in the Association.

5. Use of Association Name and Logo.

a. The Association grants to the Member a nonexclusive, non-assignable and non-transferable limited license to use the Association's name and logo (the "**Name**" and "**Logo**") for the limited purpose of conveying notice of membership in the Association. The Name and Logo may not otherwise be used, copied, reproduced or altered in any manner.

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b. The Name and Logo must always be accompanied by the words "Association Member". The Member may display the Name and Logo on the Member's website. The Name and Logo, when used in an electronic format, must always be linked to the Association's website (<https://www.ayurveda-caam.org>), or such other address as may be established by the Association. All copyright and other proprietary notices shall be retained on all reproductions.

c. Upon the termination, expiration, cancellation or suspension of a Member's membership in the Association, the Member shall discontinue all use of the Name and Logo. Furthermore, the Association in its sole and absolute discretion, may at any time and for any reason, terminate, cancel, suspend or withdraw a Member's license to use the Name and Logo.

d. The Name and Logo may not be used in any way to represent approval by the Association of the content of media without the Association's prior written permission. A copy of any proposed media must accompany all requests for such permission. The Name and Logo may not be used in any way which represents an endorsement or certification by the Association of the Member or any product or service offered by the Member.

e. All right, title and interest in and to the Name and Logo will remain the property of the Association. Any use of the Name and Logo, including distribution, reproduction, modification, display or transmission, without the prior written consent of the Association is strictly prohibited. All rights in the Name and Logo not expressly granted herein are reserved.

6. Use of Image. The Member grants to the Association the unrestricted, non-exclusive and assignable right to use the Member's name, photograph, image, likeness, voice and biographical information obtained as a result of the Member's involvement in any Association related activity or event, for purposes of advertising, trade or publicity, in any manner, medium or forum anywhere, in perpetuity, without compensation, and without prior notification to the Member.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE ASSOCIATION BE LIABLE TO THE MEMBER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE ASSOCIATION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Force Majeure. The Association shall not be liable or responsible to the Member or any third party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from an act or circumstance beyond the reasonable control of the Association including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

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9. Governing Law; Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California, without giving effect to any conflicts of law principles. Venue for all purposes shall be deemed to lie in Los Angeles County, California.

10. Changes to Membership Agreement. The Association, in its sole and absolute discretion, may at any time and from time to time, and without advance notice to the Member, add, remove or change this Agreement (in whole or in part), subject to applicable laws. The Association will notify the Member of any such addition, removal or change, which will be applied prospectively, with an effective date determined solely by the Association. The Member will be bound by the resulting membership agreement, which will supersede and replace this Agreement. The Member's breach of this Agreement or any subsequent membership agreement may result in disciplinary action up to and including termination of membership in the Association.

11. Notices. All notices under this Agreement shall be in writing and shall be considered as properly given if hand delivered, or sent by certified mail or overnight delivery service, to the Association at its principal place of business, and to the Member, at the last address provided by the Member to the Association, or such other address as a Party may designate by like notice to the other Party.

12. Non-Waiver. No waiver by the Association of any provision of this Agreement is effective unless explicitly set forth in writing and signed by the Association. No delay or omission by the Association in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Association on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. The Association's failure to enforce this Agreement against any Member shall not adversely affect the Association's ability to enforce this Agreement against any other Member, nor shall it give rise to any defense, claim or cause of action by any Member against the Association.

13. Construction; Severability; Survival. This Agreement shall be construed within the fair meaning of each of its terms, and not against the drafter. The titles and headings herein are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret this Agreement. Any reference to a word in this Agreement shall include the plural, singular, masculine, feminine or neuter form of the word, unless the context in which the word appears clearly indicates the contrary, in which instance such context shall control the interpretation of the word. The terms "**include**" and "**including**" indicate examples of a predicate word or clause and not a limitation on that word or clause. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portion of a provision) shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. Those provisions of this Agreement that by their nature or express terms are intended to survive termination or expiration of this Agreement shall so survive.

14. Entire Agreement; Electronic Acceptance. The recitals herein are true and correct. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. The Member's electronic acceptance of this Agreement signifies that the Member is at least 18 years old and legally able to accept this Agreement, and the Member has

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read, understands, acknowledges and agrees to be bound by this Agreement. If the Member is an entity, electronic acceptance of this Agreement also signifies the representative initiating the acceptance is authorized to bind that entity.

15. Contact Information. Question concerning this Agreement should be directed to membership@ayurveda-caam.org.

[Signature]

[Print name]

[Print title if signing for entity]

[Print entity name, if applicable]

[Address]

[Address]

[Date]