

NationSwell Council Membership Agreement

NSC members (“Members”) are highly accomplished in their professions and share a commitment to improving our country. Members join NSC by invitation only. You have been invited to become a Member based on our conversations with you and the information you provided to us.

This Membership Agreement (this “Agreement”), entered into between NationSwell LLC, a Connecticut limited liability company (“NationSwell”), and you (“you” or “your”), governs your membership in the NSC (“Membership”). NationSwell’s [Terms of Service](#) and [Privacy Policy](#) are incorporated into this Agreement by reference (except to the extent they conflict with this Agreement, in which case the terms of this Agreement will govern). If you agree to be bound by the terms of this Agreement, please check the box indicating your agreement to the terms of this Agreement. If you do not agree to be bound by the terms of this Agreement, then you should not check the box, in which case you will not be able to activate your Membership.

1. Membership.

1.1 Membership Activation. In addition to accepting this Agreement, you are required to complete the following actions in order to activate your Membership:

(a) Membership Contribution. In full and complete consideration of your Membership, you agree to pay to NationSwell an annual membership contribution (the “Membership Contribution”). The initial Membership Contribution is payable via Chargify, personal check, or wire transfer. The Membership Contribution level will be determined and communicated to you by the NSC. Unless otherwise provided herein, all Membership Contributions are non-refundable. NationSwell reserves the right to change the amount of the Membership Contribution in effect from time to time, or to add new fees or charges, by giving you notice and the opportunity to cancel your Membership.

1.2 Membership Benefits. As a Member, you will receive numerous benefits, including the opportunity to meet frequently with America’s leading problem-solvers, participate in lunches and dinners with fellow Members, and engage with Members and innovators to advance solutions. Once your Membership has been activated, you will receive a confirmation e-mail with a password granting you access to the NSC Members-only portal (the “NSC Members Portal”)[3], where Members can view a directory of all other Members, including their names, Member Headshots and Bios, as well as information about past and future NSC-sponsored events (“NSC Events”). You acknowledge and agree that you will not share this password with anyone outside of the NSC.⁷

1.3 Your Obligations. In order to maximize the benefits of your Membership, NationSwell expects that you will regularly contribute productively to the NSC

community. As a Member, you agree that you will conduct yourself at all times in an appropriate and professional manner and will not engage in conduct likely to result in a material adverse effect on the business or reputation of NationSwell, the NSC or its Members. Your Membership is personal to you, and you may not assign or transfer this Agreement or your Membership to any third party.

2. Membership Term, Renewal and Cancellation.

2.1 Membership Term. This Agreement shall commence on the date you activate your Membership (the “Effective Date”) and shall continue for a term of one year (the “Initial Term”), unless your Membership is earlier cancelled in accordance with this Agreement. Except where prohibited by applicable law, your Membership will automatically renew for additional, consecutive one-year periods (each, a “Renewal Period”) and your Membership Contribution will automatically be billed to your credit card at the beginning of each such period. (The Initial Term, together with any Renewal Period(s), will be referred to as the “Membership Term”.) If at any time during your Membership Term you would like to change or update your credit card information, please contact your NSC relationship manager or any member of the NSC team.

2.2 Renewal. NationSwell will notify you by email of each pending Renewal Period at least 30 days prior to the commencement date thereof. UNLESS YOU NOTIFY NATIONSWELL BY THE SPECIFIED DEADLINE THAT YOU WISH TO CANCEL, YOU UNDERSTAND YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE NATIONSWELL (WITHOUT FURTHER NOTICE TO YOU) TO COLLECT THE APPLICABLE MEMBERSHIP CONTRIBUTION USING CREDIT CARD INFORMATION PREVIOUSLY PROVIDED TO NATIONSWELL.

2.3 Cancellation.

(a) You may cancel your Membership at any time by notifying a member of the NationSwell Council team. Your Membership will be cancelled immediately, on the date NationSwell receives your notice. If you cancel, you will not be refunded any portion of your Membership Contribution previously paid to NationSwell.

(b) Notwithstanding anything to the contrary in this Agreement, NationSwell reserves the right to cancel your Membership at any time, for any reason or no reason, immediately upon notice to you. In the event that NationSwell cancels your Membership, you will be refunded the prorated portion of your Membership Contribution for the then-current year of the Membership Term.

3. Representations and Warranties.

You represent and warrant that, as of the Effective Date, all information that you have provided to NationSwell is true, accurate and complete, including information provided in consideration of your invitation for Membership. You will promptly notify NationSwell in writing in the event that any such information becomes untruthful, inaccurate or incomplete.

4. Confidentiality.

For purposes of this Agreement, "Confidential Information" includes all non-public information concerning NationSwell and the NSC, including Member lists, nonpublic financial information and materials pertaining to NSC events (including invitations and recaps). You will not disclose or otherwise make Confidential Information available to any third party, or make any use of Confidential Information, without NationSwell's express prior written consent in each instance. In addition, you will take reasonable steps to protect Confidential Information from any unauthorized access or use. For the avoidance of doubt, you may accurately disclose to third parties the existence of the NSC and that you are a Member.

5. Ownership.

5.1 Intellectual Property. NationSwell retains all right, title and interest in and to all Confidential Information and all of NationSwell's content, products, goods, services, materials and other intellectual property relating to NationSwell's business or the NSC ("Intellectual Property"). You shall not use any Intellectual Property for your own benefit or for the benefit of any third party without NationSwell's express prior written consent in each instance. All rights not expressly granted to you in this Agreement are reserved by NationSwell. To the extent that in the course of your Membership, you prepare any proposals or other materials for NationSwell or the NSC ("Work Product"), you hereby irrevocably assign, transfer and otherwise convey to NationSwell all right, title and interest in and to such Work Product.

5.2 Feedback. You may from time to time provide NationSwell with feedback, comments and suggestions for improvements relating to NationSwell, the NSC or your Membership ("Feedback"), whether at NSC meetings, in e-mails, or otherwise. You hereby grant NationSwell a non-exclusive, worldwide, perpetual, irrevocable, paid-up, royalty-free license to use, implement, modify, copy, publish, publicly display and create derivative works from, and otherwise incorporate your Feedback, including in and in connection with the NSC and NationSwell's products and services, and in the advertising, marketing and promotion thereof, provided that NationSwell will not identify you as the source of such Feedback without your express prior written consent.

6. Privacy

6.1 Collection of Data. You acknowledge that when you register to become a member, we collect your contact information, employment details, and other demographic information about you. We may also collect information automatically when you visit our website, as described in our Privacy Policy. We use the information collected to further our goal of creating a membership community of service-minded leaders, and to improve the content of our website and the services we provide to you.

6.2 Sharing of Member Data. You acknowledge that NationSwell is able to view information on the Portal, including information related to messages sent and received.

Other members have the ability to see information that you make publicly available by listing it in your profile, by posting in a membership forum, or by directly communicating with that member through the Services. We may also share your contact information with other members on an ad hoc basis where we believe that connecting you with another member would be mutually beneficial. You may remove your contact details from the membership portal at any time, or reach out to your relationship manager to discuss sharing options.

6.3 Personal Data Collected From You About Others. If you decide to propose others for potential membership with the NationSwell Council, we will collect the contact information you provide for the proposed candidate in order to send them an e-mail or text message about the NationSwell Council and what we do, and to invite them to join as a member. You hereby agree not to send us the contact details of any legal minors. We will inform any candidate you propose that you gave us their details in the invitation e-mail.

6.4 Updating Your Account Information. Please visit the membership portal or contact your relationship manager to update your contact information.

7. Indemnification.

You shall indemnify, release and hold harmless NationSwell and its affiliates, and any of their officers, directors, employees, consultants, Members and agents (collectively, the "NationSwell Indemnitees"), from and against any liabilities, losses, damages, expenses, costs or judgments, including reasonable attorneys' fees, incurred as a result of any demand, action, suit or similar proceeding, claim or arbitration arising out of or attributable to: (i) your negligent or willful misconduct causing personal injury or damage to property; (ii) your misuse of Confidential Information; (iii) your breach or alleged breach of any of the provisions, representations or warranties set forth in this Agreement; (iv) the Work Product or Feedback; and/or (iv) your conduct in the NSC community. NationSwell reserves the right to take over the exclusive defense of any claim for which NationSwell is entitled to indemnification under this Section 6.

8. Limitations of Liability; Exclusive Remedy.

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE NATIONSWELL INDEMNITEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT NATIONSWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

8.2 Maximum Liability. IN NO EVENT SHALL NATIONSWELL'S AGGREGATE

LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE MEMBERSHIP CONTRIBUTION PAID BY YOU HEREUNDER DURING THE CALENDAR YEAR IN WHICH THE CAUSE OF ACTION AROSE, WHETHER OR NOT NATIONSWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

8.3 Exclusive Remedy. SECTION 7 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF NATIONSWELL AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT.

9. General.

9.1 Notice. Any notice to you under this Agreement shall be provided by e-mail to the e-mail address that you provide to NationSwell when you activate your Membership or that you later provide to NationSwell in writing to your NationSwell relationship manager or any member of the NationSwell Council team.

9.2 Governing Law, Jurisdiction and Class Action Waiver. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York. Each party hereby agrees to submit to the jurisdiction of, and agrees that venue is proper in, those courts in any such legal action or proceeding. To the fullest extent permitted by applicable law, no claim under this Agreement may be joined to any other claim and no class action proceedings will be permitted.

9.3 Entire Agreement. This Agreement constitutes the sole and entire agreement between you and NationSwell with respect to your Membership and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to your Membership and all other matters contained herein.

9.4 Miscellaneous. The headings in this Agreement are for convenience of reference only and shall have no legal effect. All uses in this Agreement of the word "including" or "include" will be deemed to be "without limitation." The waiver by NationSwell of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions of this Agreement shall remain in full force and effect.