

MEMBERSHIP AGREEMENT

This Membership Agreement (“**Agreement**”) is entered into effective as of [DATE] (the “**Effective Date**”), by and between California Mobility Center (“**CMC**”), a California nonprofit public benefit corporation recognized as tax-exempt under Internal Revenue Code Section 501(c)(3), and [MEMBER NAME] (“**Member**”).

RECITALS

A. CMC is a public-private business acceleration hub that provides qualifying, future mobility start-ups from around the world with a faster path to commercializing their products, services and technologies in the California market and beyond. CMC accomplishes this by orchestrating goal-oriented, meaningful interactions between the promising start-ups in its client base and the ecosystem of members including automotive OEM’s, tier 1 suppliers, top-tier utilities, energy companies, technology companies, fleet owners, government agencies, investors, world-class educational and workforce training colleges and advocacy groups.

B. CMC accepts individuals and entities as members and these members receive certain benefits.

C. Member desires to join CMC as a member.

D. This Agreement outlines certain terms, conditions, and benefits of being a member of CMC.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

AGREEMENT

1. **Membership.** Upon acceptance of a Membership application form (“**Application**”) submitted by Member by CMC and the Member’s payment of its first year of annual dues, Member shall become a member of CMC. The Application shall be deemed accepted by CMC upon the execution of this Agreement by the Member and CMC. Member shall be entitled to the rights and benefits of membership in CMC based on the Benefits Schedule, located at [Benefits Schedule](#) (“**Benefits Schedule**”), which Benefits Schedule may be modified from time to time by CMC. There are several classes of membership in CMC, and the type of benefits provided to Member shall be established by this membership classification, as specified in the Benefits Schedule. Member is accepted as a [MEMBER TYPE] member of CMC. By becoming a member of CMC, Member shall be subject to the rights and duties as set forth in the Member Policies, located at [Member Policies](#) (“**Member Policies**”), which Member Policies may be modified from time to time by CMC.

2. **Term and Termination.**

(a) **Term.** This Agreement (and Member’s membership in CMC) shall commence on the Effective Date and continue until the one year anniversary of the Effective Date. This Agreement (and Member’s membership in CMC) shall be automatically renewed at the end of each subsequent one year anniversary, unless the membership is terminated as provided herein.

(b) Non-Payment of Dues. This Agreement (and Member's membership in CMC) shall terminate upon the Member's failure to renew membership by paying dues on or before their due date, and such termination shall be effective thirty (30) days after written notification of delinquency is given to the Member by any officer of CMC. Member may avoid such termination by paying the amount of the delinquent dues within a thirty (30) day period following the Member's receipt of the written notice of delinquency.

(c) Termination by Notice. This Agreement (and Member's membership in CMC) shall terminate upon fifteen (15) days written notice from CMC or the Member to the other.

(d) By the Board. This Agreement (and Member's membership in CMC) shall terminate upon two-thirds (2/3) vote of all disinterested members of the Board of Directors of CMC when such Directors determine, after affording the Member the right to be heard on the issue, that the Member has failed in a material and serious degree to observe the rules of conduct of CMC, has engaged in conduct materially and seriously prejudicial to CMC's purposes and interests, or has otherwise violated the policies, procedures, and Duties of participation.

(e) Dissolution. This Agreement (and Member's membership in CMC) shall terminate upon the Member's dissolution.

(f) Member Withdrawal. Member may withdraw at any time by providing a written notice of withdrawal to CMC.

(g) Non-Renewal. Either party may elect not to renew the membership of member upon the expiration of any one-year term.

(h) Termination by CMC. CMC may immediately terminate this Agreement upon written notice to MEMBER should CMC reasonably determine that continuing in this Agreement may jeopardize or cause CMC to lose either its nonprofit public benefit or 501(c)(3) tax-exempt status.

(i) Effect of Termination. The following shall apply to any termination of this Agreement:

(i) All membership dues are nonrefundable and shall not be repaid to Member regardless of the reason for termination of membership.

(ii) Upon the effective date of termination, all member benefits shall cease. Without limiting the foregoing, any person associated with the Member who has been elected or appointed to a position in CMC shall immediately resign.

(iii) Member (including any individual appointed to a position in CMC) shall deliver to CMC no later than ten (10) business days after the termination date all Confidential Information (as defined in Section 4 below) of CMC in its possession.

(iv) Any early termination of this Agreement shall be without prejudice to any claims or damages a party may have.

(v) The provisions of Section 2(i) (Effect of Termination), 3 (Relationship of the Parties), 4 (Confidentiality), 5 (Indemnification), 6 (Limitation on Damages), 7 (Governing Law; Dispute Resolution), 8 (Publicity), and 9 (General Provisions) shall survive termination of this Agreement.

3. **Relationship of the Parties.** Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party's employees or contractors are authorized to bind the other party or make any representations on its behalf in any matter.

4. **Confidentiality.** At all times hereafter, Member will keep in confidence and trust all Confidential Information that Member learns of or receives during the term of this Agreement. "Confidential Information" shall mean any and all confidential, trade secret and proprietary information of CMC in any form, including, without limitation, information on CMC's finances, employees, clients, contractors, and information relating to any current, future, or proposed program, project, business practice, method of operation, funder, or marketing plan that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential (even if not so marked or identified). Member will not use for its own benefit for any purpose outside the scope of this Agreement, reproduce, or disclose to others any Confidential Information without CMC's advance written consent, except as may be directly necessary in the ordinary course of performance under this Agreement, or as otherwise may be required by law. Confidential Information is and shall remain the exclusive property of CMC. Member's failure to comply with the provisions of this Section shall constitute a material breach of this Agreement.

5. **Indemnification.** Member agrees to defend, hold harmless and indemnify CMC and its members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, and expenses (including, without limitation, attorneys' fees and costs of litigation or arbitration) (collectively, "Losses") to the extent such Losses arise out of: (a) the performance of the Services for CMC clients and/or Non-Client Referrals, and (b) any breach or default in the performance of any of Member's obligations hereunder including, without limitation, any breach of any warranty or representation.

6. **Limitation on Damages.** In no event shall either party be liable to the other party for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if such party has been apprised of the possibility thereof; provided, however, that the foregoing limitation shall not apply (a) in the event that Member breaches the provisions of Section 4 (Confidentiality) of this Agreement, and (b) to Member's indemnification obligations pursuant to Section 5 (Indemnification) of this Agreement.

7. **Governing Law; Dispute Resolution.** This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in Sacramento, California. The prevailing party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

8. **Publicity.** Member agrees that it shall not make a press release or other public announcement (including website listings) regarding its activities as a member of CMC which names the identity of any other member unless prior written consent is received from any member named in the press release or public announcement. CMC shall have the right to use the Member's name and logo for promotional purposes without written permission from the Member.

9. **General Provisions.** This Agreement is not exclusive, and CMC may enter into similar agreements with other parties. Member may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement, without the prior written consent of CMC. Any notices or other communications given hereunder shall be in writing, addressed to the parties at the addresses set

forth on the signature page hereof (provided that either party may specify a different address by written notice to the other party in accordance with this paragraph), and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid; or (c) on the date transmitted by email with confirmation of successful transmission. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. Time is of the essence. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement may not be modified except in writing executed by duly authorized representatives of the parties. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic exchange of signatures shall constitute a valid and binding execution and delivery, and such electronic copies shall constitute enforceable original documents.