

ETHOS INTELLIGENCE SHARING ASSOCIATION

(THE "CORPORATION")

MEMBERSHIP APPLICATION

MEMBERSHIP AS A GENERAL MEMBER IN THE CORPORATION IS OPEN TO BUSINESS ORGANIZATIONS ENGAGED PRIMARILY IN A CYBERSECURITY BUSINESS AND INDIVIDUALS WHO HAVE CYBERSECURITY EXPERTISE.

PLEASE TYPE OR PRINT AND RETURN YOUR SIGNED APPLICATION TO ETHOS INTELLIGENCE SHARING ASSOCIATION, 575 MARKET STEET, SUITE 3650, SAN FRANCISCO, CA 94105, ATTENTION _____.

TYPE OF APPLICANT (*check one*): BUSINESS ORGANIZATION INDIVIDUAL

Part A: For All Applicants

NAME OF APPLICANT _____

OFFICE ADDRESS, SUITE _____

CITY, STATE, ZIP _____

TELEPHONE _____

E-MAIL ADDRESS _____

Part B: Complete Only if Applicant is a Business Organization

STATE OF FORMATION _____

TYPE OF LEGAL ENTITY _____

If this Application is accepted by the Corporation, Applicant designates the following full-time employee as its initial "Designated Representative" who is authorized to act on its behalf in relation to the Corporation, including receiving notices and other communications. Applicant may change its Designated Representative at any time by making the change on then-current form provided by the Corporation for that purpose and signing and delivering the change form to the Corporation.

EMPLOYEE'S NAME _____

TITLE _____

OFFICE ADDRESS, SUITE _____

CITY, STATE, ZIP _____

TELEPHONE _____

E-MAIL ADDRESS _____

Part C. For All Applicants

The names and contact information for two (2) current General Members of the Corporation who are sponsoring this Applications are:

NAME OF GENERAL MEMBER	_____	_____
CONTACT PERSON AT GENERAL MEMBER:		
NAME	_____	_____
TELEPHONE	_____	_____
E-MAIL ADDRESS	_____	_____

By signing this Application, Applicant makes the following statements, agreements and acknowledgments to and with the Corporation:

1. Applicant is familiar with, and is supportive of and interested in furthering or promoting, the objects and purposes of the Corporation. Applicant is either (a) a business organization engaged primarily in a cybersecurity business or (b) an individual who has cybersecurity expertise.
2. Applicant acknowledges that the board of directors of the Corporation has the power to accept or reject this Application in its sole discretion and has no obligation to provide Applicant any reason for or appeal from a rejection (if applicable).
3. Applicant states to the Corporation that: (a) Applicant has full power and authority to sign and deliver this Application, to become a General Member of the Corporation and to perform Applicant's duties and obligations under this Application and as a General Member; (b) if Applicant is a business organization, the person signing below has full power and authority to sign and deliver this Application on Applicant's behalf and to bind Applicant; (c) all necessary action, approvals and consents have been duly taken or obtained to authorize Applicant's signing and delivery of this Application and for Applicant to become such a General Member; (d) Applicant is not subject to any restriction, agreement, law, judgment, decree or, if Applicant is a business organization, any provision of its formation or other governing documents, which would be prohibited or violated by Applicant's signing and delivery of this Application or becoming and being such a General Member; (e) Applicant has had a reasonable opportunity before signing this Application to ask representatives of the Corporation such questions regarding the Corporation as Applicant may wish and has received answers to any such questions to Applicant's satisfaction; and (f) Applicant has relied upon such legal, tax or other advice, if any, of professionals or advisors of its own choosing regarding the Corporation and this Application.
4. Applicant acknowledges that the Corporation has made copies of the Corporation's current Articles of Incorporation, Bylaws and form of ETHOS Contributor License Agreement available to Applicant upon request before signing this Application. Applicant understands that, as a General Member, it will be required to enter into an ETHOS Contributor License Agreement with the Corporation, whether or not it chooses to contribute code to the ETHOS GitHub or participate in any Working Groups. To the extent not otherwise defined in this Application, capitalized terms have the same meanings as in the Corporation's Bylaws.

5. Applicant acknowledges and agrees that any comments, questions, suggestions or other feedback (collectively, "Feedback") that any Member or Designated Representative provides to the Corporation through any means of communication (including, but not limited to, telephone call, voicemail, letter, text message, or email) will be treated as both non-confidential and non-proprietary. Applicant hereby grants to the Corporation a non-exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as the Corporation may determine from time to time in its sole discretion. Applicant understands and agrees, however, that the Corporation is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Applicant has no right to compel any such use, display, reproduction, or distribution.

By signing this Application, Applicant: (a) acknowledges that its admission, if any, to membership in the Corporation as a General Member is expressly conditioned on and in consideration for Applicant's agreements set forth in this Application, whether stated above or in this paragraph; and (b) if admitted as a General Member, it (i) consents to its admission as a nonvoting General Member of the Corporation; (ii) agrees to be bound by and perform its obligations and duties under by the Corporation's Articles of Incorporation, Bylaws, antitrust and other policies (as applicable) and the Corporation's form of ETHOS Contributor License Agreement from time to time in force; (iii) will have no right to vote with respect to any matter or matters concerning the Corporation; (iv) will not be a "member" for purposes of applicable corporate law; and (v) will have no right to participate in the net assets of or to receive any distribution or distributions from the Corporation, whether before or upon the dissolution or final liquidation of the Corporation.

DATE: _____, 202__

If Applicant is a business organization:

If Applicant is an individual:

Print name: _____

By: _____

Print name: _____

Print name: _____

Its: _____

Title