

CONFERS MEMBERSHIP TERMS & CONDITIONS

These General Terms and Conditions of Membership (“Terms and Conditions” or “Agreement”) is a legal agreement between Member (“you” or “your”) and CONFERS a nonprofit corporation with 501(c)(6) status, which sets forth the terms and conditions of membership. You understand that the rights of membership, including the right to identify as a member of CONFERS, begin only when you have been notified that your application for membership has been accepted, and are subject at all times to your compliance with this Agreement.

1. Membership

The intent of the Members is that the CONFERS will be open to and include Members from industry, academic research institutions, governments, and nonprofit and not-for-profit organizations to develop industry-led standards and guide international policies for satellite servicing that contribute to a sustainable, safe, and diverse space economy. Membership may be granted to international firms or institutions. CONFERS Board of Directors (hereafter “The Board”) shall approve all applications for membership based on a majority vote of the Board Members. Membership in CONFERS will become effective upon approval of the membership application and payment of dues.

2. Membership Requirements

The Parties agree that membership in CONFERS shall be granted only to persons, firms or institutions that:

- a) Have insight into satellite servicing and will contribute their respective talents and resources to CONFERS for activities such as periodic meeting attendance, committee and subcommittee participation, and other consultation and/or services as may be appropriate;
- b) With the exception of government observers, are not more than 50% owned/controlled by their respective government; and
- c) For U.S. companies, are not suspended or debarred from contracting with or receiving funds from the United States Government.

3. Membership Tiers/Classes & Annual Dues

CONFERS has established a tiered membership structure, with annual dues payments commensurate with the benefits accorded to each tier, as described in Table 1 attached hereto.

Members will pay non-refundable dues annually at the beginning of each calendar year. New Members will pay pro-rated dues payable upon date of initial acceptance of membership and then annual dues thereafter.

Annual Dues may be deductible as an ordinary and necessary business expense and are not deductible as charitable contributions. Annual Dues are based on a fiscal year of January 1 – December 31 (“Membership Year”).

Only Sustaining Members in good standing will be eligible to be elected to the Board. Only Sustaining and Contributing Members in good standing will be permitted to vote on matters presented to CONFERS for action.

4. Term of Your Membership

The term of this Agreement shall begin on the date CONFERS sends you notification that your application for membership has been accepted by CONFERS and shall end on the date of termination, expiration, or cancellation of your membership in CONFERS, or upon any earlier termination of this Agreement by CONFERS (“Term”).

Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually, at the beginning of each fiscal year of CONFERS’s acceptance of Your application for membership. You shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination, expiration or cancellation.

Termination for Cause. CONFERS shall have the right, in its complete and sole discretion, to terminate this Agreement or suspend your Membership upon breach of any provision of this Agreement. You shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.

Termination for Convenience. CONFERS shall have the right, in its complete and sole discretion, to terminate the Agreement for convenience five days after providing written notice to you; provided however, that in the event of an exercise of this right to terminate for convenience, CONFERS shall refund to you all fees and charges paid by you during the Membership Year in which the termination became effective to the extent such fees and charges were not earned by CONFERS. Any such refund due and payable to you shall be paid within thirty (30) days of the effective date of the termination of this Agreement.

5. Obligations to be a Member in Good Standing

You have reviewed and hereby approve and agree to abide by the bylaws of CONFERS (the “Bylaws”), as in effect and as amended from time to time, a copy of which is available from CONFERS. In the event of any inconsistency between this Agreement and the Bylaws, this Agreement shall be controlling.

To be a Member in good standing, organizations must be:

- a) Current (no greater than 60 days past due) on Membership Dues;
- b) Current (no greater than 60 days past due) on non-monetary commitments as may be required by the membership tier;
- c) Have a designated representative that participates in one of more CONFERS Working Groups.

You shall pay all dues, fees and other assessments applicable to your Membership Class. CONFERS may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership. You shall bear Your own costs and expenses for participation in CONFERS, such as travel, employee compensation, and incidental expenses.

6. Use and/or Disclosure of Contact Information

CONFERS collects business contact information, including, without limitation, e-mail addresses, telephone and facsimile numbers and physical addresses, pertaining to Members and Event Attendees. Any such information provided by a Member or Event Attendee may be disclosed by CONFERS to other Members, Exhibitors, Official CONFERS Event Service Providers, and Partners. By providing your business contact information to CONFERS, you have consented to such use and disclosure of the information you have provided. If you do not want CONFERS to use or disclose your business contact information as described in this Agreement, do not provide it. Your failure to provide business contact information to CONFERS may result in your inability to access CONFERS services.

7. Limitation of Liability

You agree that you will not sue CONFERS for injunctive relief or for any damages on any matter concerning the subject matter of this Agreement. In no event shall CONFERS be liable to you or any other for any damages of any type occurring directly or indirectly as a consequence of your actions pursuant to this Agreement, whether such actions are authorized or unauthorized pursuant to the terms of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL CONFERS OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous

If any provision of this Agreement is held invalid or unenforceable, all other provisions shall remain valid, and this Agreement shall be enforced to the full extent allowable under applicable law and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision. No modification to this Agreement is binding, unless in writing.

This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Delaware, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction. In the event of any dispute that arises out of or is related to Your membership in CONFERS and/or these Terms and Conditions, you agree to submit to personal jurisdiction in the State of Delaware and that any court in the State of Delaware shall be the sole and exclusive forum for the resolution of any such dispute.

This Agreement is the entire Agreement between you and CONFERS relating to the subject matter herein and supersedes all prior and contemporaneous oral or written communications, proposals, and representations with respect to its subject matter, except for the Bylaws which are themselves integrated into and made a part of this Agreement.

CONFERS reserves the right to change this Agreement and/or its terms at any time and may eliminate the license granted herein with respect to You individually or all members collectively at any time. Any change to this Agreement and/or its terms shall be effective as of the date of posting to the website of CONFERS or actual notice to You, whichever is earlier.

SIGNED

Printed Name

Position

Date

Table 1 – CONFERS Membership Tiers

Tier	Privileges	Requirements
Sustaining Member (\$5,000/yr)	<ul style="list-style-type: none"> • Eligible to serve on the CONFERS Board • Voting rights to forward draft standards and other CONFERS publications to the Board for final approval and internal decisions made at the annual members General Assembly. • Participation in CONFERS Working Groups, in-person and virtual workshops, and other CONFERS members-only events and activities. • Access to member-only website and services. 	<ul style="list-style-type: none"> • Established non-governmental entity (private sector company, academic institution, nonprofit organization) or individual acting in their personal capacity.
Contributing Member (\$2,000/yr)	<ul style="list-style-type: none"> • Voting rights to forward draft standards and other CONFERS publications to the Board for final approval and internal decisions made at the annual members General Assembly. • Participation in CONFERS Working Groups, in-person and virtual workshops, and other CONFERS members-only events and activities. • Access to member-only website and services. 	
Observer (\$1,000/yr)	<ul style="list-style-type: none"> • Participation in CONFERS Working Groups, in-person and virtual workshops, and other CONFERS members-only events and activities. • Access to member-only website and services. 	
Government Observer (free)	<ul style="list-style-type: none"> • Participation in CONFERS Working Groups, in-person and virtual workshops, and other CONFERS members-only events and activities. 	<ul style="list-style-type: none"> • Government agency that is involved in the procurement, development, operation, licensing or other aspect of satellite servicing.