



MEMBERSHIP AGREEMENT

Version Date: October 23, 2008

1 General.

This Membership Agreement (“Agreement”) contains the terms and conditions upon which a person (“I” or “me”) can become a member of Parent Heart Watch (“PHW”), an Ohio nonprofit corporation and public charity recognized under Section 501(c)(3) of the Internal Revenue Code. By submitting a signed membership application to PHW, I agree to the terms and conditions of this Agreement.

This Agreement applies to all directors, officers, committee members, members (of all classes), employees, and volunteers (collectively, “PHW Associates”) of PHW. All PHW Associates are required to conduct themselves consistently with this Agreement, both when acting on behalf of PHW and in their professional and personal lives.

2 Purpose.

I agree to promote the charitable purposes of PHW. PHW is dedicated to protecting youth from Sudden Cardiac Arrest (SCA) and preventable Sudden Cardiac Death (SCD). PHW is committed to carrying out its charitable mission with the utmost integrity. The charitable purposes of PHW are further described in the Articles of Incorporation and Bylaws of PHW.

3 Duties of Members.

- 3.1 I will maintain high standards of integrity and professional conduct.
- 3.2 I will practice fairness, honesty and nondiscrimination.
- 3.3 I will respect and protect the intellectual property rights of PHW, including any trademarks and copyrights. I will comply with the terms of PHW’s trademark and copyright policy, a current version of which is posted on PHW’s website. I will not use, publish, or reproduce any PHW materials except in compliance with PHW’s trademark and copyright policy.
- 3.4 I will respect and protect the intellectual property rights of third parties when acting as a member of PHW.
- 3.5 I will comply with all applicable federal, state, and local laws, rules and regulations.
- 3.6 I consent to PHW publishing all contact information I have submitted to PHW, such as my name, organization name, address, telephone numbers, and e-mail addresses, in the PHW member directory and similar publications..



3.7 I will not use information on other PHW Associates or other data I receive from or through PHW, including the membership directory, online member listings, conference attendees and educational course participants, for prospecting, solicitation or sales purposes, or for creating a directory or database.

3.8 I will avoid conflicts of interest. I will comply with the PHW Conflict of Interest Policy.

3.9 I will avoid unseemly or inappropriate situations involving youths or minors.

3.10 I have not engaged in, and will not engage in improper or criminal conduct (speak, write, email, or touch), child abuse, or child endangerment with a youth or minor

3.11 I will not engage in other behavior which, whether or not legal, may damage the reputation of PHW.

3.12 I have not failed to disclose or misrepresented any material information on my membership application or in this Agreement.

4 Record Check and Disclosure.

4.1 I will promptly report any allegation of conduct described in Sections 3.8, 3.9, or 3.10 involving myself and/or another PHW Associate (regardless of whether that allegation results in criminal charges or other formal action) to the PHW Board of Directors.

4.2 I grant PHW permission to perform background checks on me, at PHW's discretion, and to fully cooperate with any such background check. Background checks may include criminal record checks, credit checks, and other relevant checks. I may refuse to cooperate with such a check, but if I do so, I will immediately resign from all relationships with PHW.

4.3 I understand additional information may be required prior to filling any future PHW committee or Board positions. As a condition for eligibility for such positions, I will promptly and fully disclose any information requested by PHW.

5 Release and Indemnity.

5.1 I hereby release and hold PHW and all PHW Associates harmless from any and all damages or liability to myself and my family, including without limitation financial loss, personal injury, property damages, or death, resulting from my activities involving PHW, unless resulting from an intentional tort.

6 Conflict of Interest.

6.1 "Conflict of Interest Policy" means the PHW Conflict of Interest Policy as it may exist from time to time. If not included in your most recent membership materials, you may find the current Conflict of Interest Policy posted on the PHW website.



6.2 “Financial interest” means a situation in which a PHW Associate has, directly or indirectly, through business, investment, or family:

6.2.1 An ownership or investment interest in any entity with which PHW has a transaction or arrangement,

6.2.2 A compensation or reimbursement arrangement with PHW or with any entity or individual with which PHW has a transaction or arrangement, or

6.2.3 A potential ownership or investment interest in, or compensation or reimbursement arrangement with, any entity or individual with which PHW is negotiating a transaction or arrangement.

6.3 “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

6.4 A financial interest is not necessarily a conflict of interest. The Conflict of Interest Policy states that a PHW Associate who has a financial interest has a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

6.5 I hereby certify that:

6.5.1 I have received a copy of the Conflict of Interest Policy

6.5.2 I have read and I understand the Conflict of Interest Policy.

6.5.3 I agree to comply with the Conflict of Interest Policy and other policies and governing documents duly adopted by PHW.

6.5.4 I understand that PHW is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purpose. I agree to comply with all applicable laws and regulations that apply to Ohio nonprofit corporations and public charities in general as they relate to PHW.

6.5.5 I affirm that I have no financial interest (as defined in the Conflict of Interest Policy) which may constitute an actual or potential conflict of interest with PHW, except as disclosed on my online membership application, otherwise previously disclosed in writing to the Chair, Board of Directors or Executive Director of PHW.

6.5.6 If an actual or potential conflict of interest arises, I will promptly disclose the actual or potential conflict to the Board of Directors (if the matter is under consideration by the Board of Directors), or to the Chair, Board of Directors or Executive Director of PHW. Until such conflict has been resolved, I will not participate in any discussions, deliberations, decisions, or voting related to such conflict.



6.6 While the disclosure and certification contained in this Section 6 is to be completed annually, I understand that these obligations continue for as long as I am a PHW Associate, whether or not this disclosure and certification is updated.

7 Termination.

7.1 *Rejection of Application.* PHW may reject a membership application in its sole discretion if it believes an applicant, whether a new or renewing member, is not in compliance with this Agreement.

7.2 *Voluntary Termination.* A PHW Associate may voluntarily resign as a director, officer, committee member, members (of all classes), employee, and/or volunteer

7.3 *Members, Committee Members, Volunteers.* The Board of Directors or the Executive Committee, by majority vote of those present at a meeting, may terminate the status of any PHW Associate as a member, committee member, or volunteer at any time, because of any material breach of this Agreement, or without cause. The Chair, Board of Directors or Executive Director may suspend the status of any PHW Associate as a member, committee member or volunteer at any time, with or without cause, subject to reinstatement or termination by the Board of Directors.

7.4 *Directors, Officers.* The Board of Directors, by 2/3 vote of those present at a meeting, may terminate the status of any PHW Associate as a director or officer, because of any material breach of this Agreement, or without cause.

7.5 *Employees.* All PHW employees are employees at will, and may be terminated by the Board because of any material breach of this Agreement, or without cause, subject to any rights of the employee under applicable law.

8 Publicity.

8.1 Members are invited, but not required, to share their child's photo and story with PHW.

8.2 If I choose to submit my child's photo and/or story, I hereby grant PHW permission to use that information for purposes related to PHW's charitable mission, such as on the PHW website, membership directory, videos, and fundraising materials.

8.3 I may revoke this permission by written notice to the PHW Board, but if I revoke this permission, PHW will have a reasonable time to cease using this information and may continue to use any existing stock of printed materials containing such information.



9 Miscellaneous.

9.1 *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

9.2 *Governing Law.* This Agreement shall be governed by Ohio law, without reference to conflict of law principles.

9.3 *Severability.* If any provision of this Agreement is invalid or unenforceable, it shall be deemed amended the minimum amount necessary to permit its enforcement.

This Agreement will be considered executed and delivered when I submit a membership application, whether original, a copy, or an electronic submission, to PHW. My membership will be effective at the time PHW accepts my application.