

PowerVotes Membership Agreement

This membership agreement (the "Agreement") is entered into by and between PowerVotes, a 501(c)(6) non-profit individual membership organization ("PowerVotes") and the individual consenting and attesting to membership in PowerVotes ("Member") effective as of the date of electronic or other consent (the "Effective Date").

PURPOSE AND INTENT

WHEREAS, PowerVotes is an affiliate of the American Clean Power Association (ACP), which conducts various events, conferences and meetings, provides certain reports and newsletters, and makes available other products, committees and services which are only available to corporate members of ACP; and

WHEREAS, the PowerVotes operates exclusively to promote the common business interests of the U.S. multi-tech clean energy industry, including, but not limited to, energy storage, wind, solar, clean hydrogen, and transmission companies, through grassroots and policy advocacy activities focusing on federal, state, and local legislative and regulatory matters; and

WHEREAS, Member desires to join PowerVotes and gain access to the benefits associated with membership and participation and PowerVotes desires to grant Member membership in PowerVotes and rights of participation as members thereof.

TERMS AND CONDITIONS

1. Membership. Membership is open to individuals who are employed by ACP members or are individuals, principals, individual partners, or employees of any sole proprietorship, partnership, corporation, or other business entity that is engaged in, or supports the business of, the U.S. multi-tech clean energy industry. Subject to the terms and conditions set forth herein, and Member's continued compliance with the PowerVotes Bylaws and such other rules and guidelines that may be developed by the organization and provided to Member from time-to-time, PowerVotes hereby grants to Member a membership in PowerVotes during the Term (as defined below), which entitles Member to the benefits identified by the Organization from time to time and in its sole discretion ("Benefits"), including a license to use PowerVotes resources listed as Benefits during the term of membership. PowerVotes Benefits and resources may not be used in any manner detrimental to the organization. Member certifies that they are eligible for membership under this Agreement and the Bylaws.
2. Term of Membership. Membership in PowerVotes is on an annual basis according to the date of admission as a member. Subject to compliance with this Agreement, membership may be renewed on an annual basis.
3. Termination. Membership may be terminated by PowerVotes if Member is in violation of this Agreement or policies of the organization.
4. Confidentiality. Member acknowledges that in its participation as a PowerVotes member, it may receive access to the confidential information of PowerVotes, its affiliates and other members. Member agrees to keep all such information as confidential and use such information only in furtherance of the goals of PowerVotes.
8. Privacy. Member consents to and agrees to comply with the PowerVotes Privacy Policy.
9. General. This Agreement, including any attachments hereto, represents the entire understanding of the parties with respect to the subject matter stated herein. Nothing herein creates nor shall be interpreted to create any partnership, joint venture or other relationship by and between the parties, and neither party may represent itself as an employee, agent or representative of the other, nor may either party incur any obligations on behalf of the other party without the written consent of the other party. No waiver of any breach of this Agreement, whether by conduct or otherwise, shall be deemed to be a waiver of any other or subsequent breach, and the failure of a party to enforce any provision hereof shall not be deemed to be a waiver of such party's right to subsequently enforce such provision or any other provision of this Agreement. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement and it shall continue in full force and effect.