ADDITIONAL NETWORK AGREEMENT TERMS

Indemnification

The undersigned member shall indemnify, defend and hold harmless GUAA and GAIN, and each of its members, directors, officers, employees, agents, affiliates and representatives against all damages, liabilities, actions, claims, suits, proceedings, losses, costs and expenses (including expenses of litigation, reasonable attorneys' and experts' fees) as a result of, or arising out of or in connection with, the breach of any of my representations or agreements in this document.

Discretionary Membership; Termination

Membership is at the sole discretion of the Membership Review Committee and is subject to annual renewal, non-renewal, revocation, or termination. If the Membership Review Committee determines that termination or non-renewal of any membership is advisable, such member shall be notified in writing, and the member shall have thirty days (the “Termination Notice Period”) to submit a written response to the Membership Review Committee. The Membership Review Committee may consider, in its sole discretion, the member’s written response (if any) and provide a final determination within sixty days of the Membership Review Committee’s receipt of the member’s response. The decision of the Membership Review Committee shall be final and not subject to appeal. If the member does not submit a written response to the Membership Review Committee within the Termination Notice Period, membership shall be deemed automatically terminated at the expiration of the Termination Notice Period. In the event of termination, the member shall forfeit any dues paid.

Amendments

The Membership Review Committee may from time to time amend the terms of this Membership Agreement and Code of Conduct and Confidentiality, and shall notify members in writing of such amendments. If the terms of this Membership Agreement or the Code of Conduct and Confidentiality are amended, any member may elect in writing to opt out of the amended Membership Agreement and Code of Conduct and Confidentiality within thirty days of receiving notice that the terms have changed. Failure to opt out shall constitute assent to the amended agreement. If a member elects to opt out, the member will no longer be permitted to participate in future activities or investments through GAIN and shall forfeit any dues paid.

Accredited Investor Certification

If a member fails to qualify as an accredited investor under Rule 501 at any point during his or her membership, the Membership Review Committee may take such actions, at its sole discretion, as it determines, including revocation and termination of membership. Certification as an accredited investor shall occur at least annually.

Participation Rights
Membership does not create any right to participate in any particular investment opportunity. GAIN has no authority or responsibility to accept or reject an investment by any member. Any company may accept or reject a potential investor based on the company’s sole discretion and judgment as to which investors best meet its needs and subject to other provisions or restrictions that such company may require, such as minimum investment requirements and maximum investment limits. Companies may accept other investors who are not GAIN members.

Assignment

This Membership Agreement is binding and for the benefit of GAIN and its members only. A member may not assign his or her rights under this Membership Agreement to any other party.

Survival

The confidentiality, non-solicitation and indemnification obligations of this Membership Agreement and Code of Conduct and Confidentiality shall survive any expiration, non-renewal, revocation or termination of membership or this Membership Agreement and Code of Conduct and Confidentiality.

Entire Agreement; Governing Law; Jurisdiction; Severability

This Membership Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereto and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter herein. This Membership Agreement and all related documents are governed by, and construed in accordance with, the laws of [the District of Columbia]. Each member irrevocably and unconditionally agrees that she/he will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Membership Agreement in any forum other than the [United States District Court for the District of Columbia]. Each member hereby consents to the personal jurisdiction of such courts and waives, and agrees not to plead or to make, any claim that any such action or proceeding brought in such courts has been brought in an improper or inconvenient forum. If any term or provision of this Membership Agreement or Code of Conduct and Confidentiality is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Membership Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Signatures; Counterparts

Each member agrees that the electronic signature, whether digital or encrypted, of the member and of an authorized representative of GAIN included in this Membership Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. This Membership Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.