

Redeemlife is a movement of people advocating for Christ centered crisis pregnancy care centers. Redeemlife is a not for profit corporation. The following terms and conditions of this Membership Agreement (the "Agreement") govern the Redeemlife Care Center Membership Program ("Program") provided to members of the Program ("Members"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

1. DEFINITIONS: Care Center Member (CC Member): The organization agreeing to the terms of this Agreement desiring to enroll Members into the Program and receive the benefits available to a Care Center Member; Program(s): Redeemlife's membership program that CC Member is appointed and authorized by Redeemlife to act as Redeemlife's representative in enrolling Members into; Member(s): Individuals actively enrolled into a Redeemlife's Program by or through CC Members efforts in accordance with this Agreement.

2. APPOINTMENT: CC MEMBER is appointed and authorized by REDEMLIFE to enroll Members into REDEMLIFE's Program(s). CC Member understands that all Members of Redeemlife are enrolled into the American Advantage Association (AAA) and receive the membership benefits of the AAA USAdvantagePlans Savings Plan. In order to obtain access to the benefits of membership for itself and prospective Members, CC MEMBER hereby enrolls into REDEMLIFE as a CC MEMBER and further agrees to enroll individuals into the REDEMLIFE Program. CC MEMBER understands and agrees that all Member relationships established between REDEMLIFE and Members as a result of CC MEMBER's activities outlined in this Agreement are owned by REDEMLIFE and the sole property of REDEMLIFE. CC MEMBER agrees that it will take no action to cause or attempt to cause Members to cancel or non-renew their active enrollment or participation in any REDEMLIFE Program at any time during the term of this Agreement or after termination of this Agreement. CC MEMBER understands that REDEMLIFE is not soliciting contributions on behalf of CC MEMBER.

3. PAYMENTS TO CC MEMBER: In consideration for the enrollments generated by CC MEMBER, REDEMLIFE shall pay CC MEMBER fifty percent (50%) of the membership fees collected from Members enrolled through CC MEMBER's efforts. Payments shall be reduced if REDEMLIFE or their designated administrator refunds membership fees previously collected from Members. REDEMLIFE reserves the right to modify the amount of or frequency of payments paid to CC MEMBER at any time on a prospective basis.

4. INDEPENDENT CONTRACTOR: CC MEMBER is an independent contractor. Nothing contained in this agreement or in the rules and regulations of REDEMLIFE shall be construed to create the relationship of employer and employee between CC MEMBER and REDEMLIFE. CC MEMBER shall be free to exercise its own judgment as to the individuals from whom it shall recruit enrollments and the time, place and manner of recruiting strategies employed. However, REDEMLIFE may, from time to time, prescribe reasonable rules and regulations respecting the conduct of CC MEMBER's recruiting efforts as they relate to this Agreement, the individuals who are eligible for a REDEMLIFE Program and the states in which a REDEMLIFE Program may be sold but REDEMLIFE will not interfere with CC MEMBER's freedom of action. All costs and expenses incurred by CC MEMBER in performing any services under this Agreement shall be borne solely by CC MEMBER and shall not be reimbursed by REDEMLIFE. In no case shall REDEMLIFE be responsible or liable for such expenses or costs.

5. OBSERVANCE OF REDEMLIFE'S RULES AND REGULATIONS: CC MEMBER is responsible for its actions. CC MEMBER will use its best efforts to observe and familiarize themselves with the guidelines, rules and regulations of REDEMLIFE as they may exist from time to time including those found in this Agreement. CC Member acknowledges that they have read, understood and agree with the REDEMLIFE statement of beliefs as stated on the REDEMLIFE website under "About Us / What We Believe". CC MEMBER agrees to follow any special instructions as may from time to time be given by REDEMLIFE. If CC MEMBER is unable or unwilling in good faith to comply with any rules or regulations that may be prescribed by REDEMLIFE pursuant to Paragraph 4 or any special instructions given by REDEMLIFE pursuant to this Paragraph, CC MEMBER may terminate this Agreement upon ten (10) days written notice to REDEMLIFE and such termination will not constitute a breach of the Agreement under Paragraph 8 of this Agreement.

6. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. REDEMLIFE may immediately terminate this Agreement for cause for the following reasons: The fraud, misrepresentation, misappropriation of funds, or willful misconduct of CC MEMBER; For the CC MEMBER's violation of the provisions of Paragraphs 2, 5, 7, 9 & 10 of this Agreement. The termination of this Agreement shall not cause the termination of any obligation which by its nature is a continuing obligation. Except for termination with cause, in the event of termination, payments to CC MEMBER outlined in Section 3 of this Agreement shall continue to be paid on any and all Members enrolled through CC MEMBER. In the event REDEMLIFE terminates this agreement for cause, all payments to CC MEMBER outlined in Section 3 of this Agreement shall terminate upon the termination of this Agreement.

7. THIRD PARTY BENEFIT PROVIDERS: CC MEMBER acknowledges and agrees (a) REDEMLIFE contracts with third party benefit providers (Vendors) for some or all of the benefits included in Membership Programs (b) REDEMLIFE does not provide the services provided by Vendors, (c) REDEMLIFE does not control the provision of services provided by Vendors to Members, (d) REDEMLIFE does not control the actions of Vendors and is not responsible in the event one or more of these Vendors terminate, cease, or modify the service(s) and/or product(s) offered in the Program. Further, CC MEMBER acknowledges and agrees each Member shall be solely financially responsible for paying the usual and customary fees charged by Vendors. REDEMLIFE is not responsible or accountable for providing funds to pay for such services. In the event a Vendor terminates the benefits, REDEMLIFE will make every effort to replace the benefit through another Vendor. In the event REDEMLIFE is unable to replace the benefit with another Vendor, the benefit will no longer be available as of the date of the termination. CC MEMBER Recognizes and acknowledges that as a result of the relationship established by this Agreement, REDEMLIFE's Vendor's names may become available to CC MEMBER. CC MEMBER shall not solicit directly or indirectly any Vendor of REDEMLIFE whose products or services are included as benefits within any REDEMLIFE Program to procure products and or services from Vendor during the term of this Agreement and for a period of two (2) years following the termination of this Agreement without the express written permission of REDEMLIFE.

8. INDEMNIFICATION: Each party shall hold the other party and its directors, officers, employees and agents harmless, and CC MEMBER shall hold REDEMLIFE's Vendors and administrators harmless from and against any damages, liabilities, claims, charges, attorneys' fees, or other costs arising from or in connection with any claim, action, or proceeding relating to or arising from i) the failure to comply with any applicable law, ii) violation of the provisions of Paragraphs 4, 5, 6 7 & 11 herein, iii) any act or omission or any negligent or intentional misconduct by either party relating to the subject matter of this Agreement, or v) the failure of either party to comply with the terms of this Agreement.

9. CONFIDENTIALITY: Both Parties acknowledges that they will have access to and receive disclosure of certain confidential or proprietary information about the other party as well as REDEMLIFE's Vendors. Confidential Information shall include but not be limited to any and all information of a confidential or proprietary nature, whether written, oral, electronic (email or other electronic documentation) or other medium for storage of information; documents; names of REDEMLIFE's Vendors & CC Members; Member enrollment & billing information; the terms of this Agreement; and all REDEMLIFE products, price quotes, commission structures, rules, regulations, policies and procedures disclosed by REDEMLIFE to CC MEMBER, its employees, officers, directors, agents, or representatives, during the term of this Agreement. The parties to this Agreement shall protect and preserve the confidential and proprietary nature of all confidential information in its possession. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this paragraph may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the non-breaching party. Nothing contained herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

10. TRADE NAMES: REDEMLIFE and CC MEMBER recognize the proprietary interest that each party has in their respective corporate and trade names and represent and warrant that neither party will use the other's corporate identity or any trademark or service mark of the other.

11. ENTIRE UNDERSTANDING: This Agreement, states the entire understanding between the parties with respect to the subject matter hereof, and supersedes all earlier and contemporaneous oral and written communications and agreements or promises made with respect to the same subject matter, and any other previous agreements, promises, or representations of any kind respecting the relationship between the parties hereto. This Agreement shall not be modified except as provided in this Agreement or in a written document signed by both parties.

12. NO WAIVERS: No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy.

13. SEVERABILITY: If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions of this Agreement shall not be affected thereby and shall be enforceable without regard thereto.

14. CONTROLLING LAW: This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of North Carolina.

15. MODIFICATIONS: This Agreement may not be modified except upon a written agreement signed by both parties.

16. ASSIGNMENT: This Agreement and the obligations hereunder may not be assigned by either party except upon the prior written consent of both parties.