GA4GH INC.

MEMBERSHIP AGREEMENT

The undersigned (the "**member**") hereby applies for membership as a member of **GA4GH Inc.** .

1. Statement of Shared Intent

Our Purpose

Our purpose is to advance and accelerate progress in genomic science and human health by developing standards and framing policy for responsible genomic and health-related data sharing, by, without limitation:

1. collaborating with the international genomics community to identify, create and promote the adoption of the technical specifications and policy frameworks needed to share data;
2. holding and protecting intellectual property for the genomic and health-related data sharing standards; and
3. establishing agreements with other organizations involved in developing frameworks and standards for the exchange, integration, sharing and retrieval of genomic and health data,

and such other complementary purposes not inconsistent with these objects.

The undersigned acknowledges and agrees as a member that it shall support and act in a manner consistent with the advancement and achievement of GA4GH Inc., as amended by the board or members from time to time.

2. By-Laws, Rules and Regulations

The undersigned covenants and agrees to abide by all the terms and conditions imposed on it by virtue of this agreement, the by-laws of GA4GH Inc. and such other rules and regulations that are passed by the board of directors of GA4GH Inc., as the same may be amended from time to time, all of which are incorporated by reference into and are fundamental terms of this agreement.

3. Right to Assets

The member acknowledges and agrees that GA4GH Inc. is a distinct and separate legal entity and that the member has no ownership rights in any of the assets of GA4GH Inc.. Membership rights are not transferable. In the event a member ceases to be a member, none of its past financial contributions to GA4GH Inc. shall be refunded. Members shall not have any entitlement to any surplus of GA4GH Inc. (if any exists). Each member acknowledges that as a not-for-profit entity, GA4GH Inc. may not pay dividends and no member or director can receive any profit or gain. Property of GA4GH Inc., upon dissolution of GA4GH Inc. and after the payment of all debts and liabilities, shall be distributed in accordance with its articles and by-laws.

4. Support of GA4GH Inc. Operational Policies

Each member acknowledges and agrees that GA4GH Inc. has its own corporate and operational policies. The member agrees that it does not have any authority or right to take any action on behalf of GA4GH Inc. and will not take any actions or omissions that will cause GA4GH Inc. to violate its corporate and operational policies.

5. Conflict of Interest

The undersigned member agrees that so long as it is a member it will act in good faith to support the mission of GA4GH Inc. as set forth in this membership agreement and the decisions of the board of directors of GA4GH Inc. that support the mission of GA4GH Inc.. The member acknowledges that GA4GH Inc. is dependent upon the member and that the member shall act in good faith to comply with the terms of this agreement and all other agreements it has with GA4GH Inc.. Without in any way derogating from the effect of the foregoing, the parties agree that it shall be deemed that no conflict of interest arises from the fact that any particular officer or director of GA4GH Inc. is at the same time, or formerly was, an officer and/or director of a member.

6. Membership Term

Your initial membership term expires automatically when you cease to be a director of GA4GH Inc..

7. Proposals of Directors

The undersigned member agrees that the by-laws GA4GH Inc. contain a nomination process for the presentation of a slate of directors for the election of directors at annual meetings. The member agrees not to make any proposal or nominations for the election of directors that is contrary to the procedure set out in the by-laws and waives its right as a member to make such a proposal or nomination for the election of directors.

8. Waiver of Damages

The undersigned member acknowledges that GA4GH Inc. is a non-profit organization constituted by the benefit of its members and that its economic well-being is in the best interest of the member. Accordingly, the following provisions shall bind the undersigned member and shall be for the protection of GA4GH Inc. and its officers, directors, employees and agents, collectively and individually “releasees”. The undersigned member releases and waives any damage including all consequential and incidental damages whether caused directly or indirectly by any act or omission of the releasees, and without limiting the generality of the foregoing, for any injury or damage whatsoever and howsoever caused arising out of any errors, omissions or inaccuracies in any product, service or information provided or furnished by GA4GH Inc., or arising out of any variations in the procedures or methods used by GA4GH Inc., provided however, that such release and waiver shall not extend or apply to malicious acts or malicious omissions of the releasees and does not relate to any damages relating to any employment claim of the member. If any dispute between the member and GA4GH Inc. shall arise, the member and GA4GH Inc. shall in good faith attempt to resolve such dispute promptly and in an amicable manner. If the member and GA4GH

Inc. fail to resolve any such disputes, the dispute shall be referred to mediation, and if not settled, arbitration in accordance with the by-laws of GA4GH Inc..

Upon acceptance by GA4GH Inc. as evidenced by its signature hereto, this agreement shall bind the member and its successors and shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Member: (full name)

Address:

City: Province: Postal Code:

Telephone: Email: _____

Membership to commence the first day of _____, 2020.

Dated _____, 2020.

_____

Name: of Member

GA4GH INC.

By: _____

Name:
Title: