Volunteers Insurance Services Association, Inc.
Membership Agreement – Terms & Conditions of Membership

This Agreement (hereinafter "Agreement") shall be by and between Volunteers Insurance Service Association, Inc. (hereinafter "VIS®") and Applicant. "Applicant" shall mean itself as well as any companies which are parents of, subsidiaries of, owned by, related to, or affiliated with Applicant.

VIS® has its principal office at 143 Dug Hill Road, Landrum, SC 29356. Applicant has its principal office at the physical location listed on the "Application for Insurance & Membership" or any application/form which incorporates this Agreement by reference.

Volunteers Insurance Service Association, Inc. (VIS®) operates a risk purchasing group (RPG), as defined under federal law. The VIS® RPG was established in the District of Columbia on January 4, 1999. Subsequently, the VIS® RPG was registered in all states to operate as an RPG. On August 5, 2025, the RPG was redomiciled in South Carolina.

This Agreement shall be effective as of the date that an application for membership or a request for the renewal of membership from the Applicant is accepted by VIS® or its authorized representative.

WHEREAS, Applicant desires to become a Member of VIS®;

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Acceptance of Terms and Conditions of Membership Agreement: Applicant agrees to become a Member of VIS® and accept, abide by, and be bound by the terms and conditions of membership detailed in this Agreement, as well as any changes made subsequent to the execution of the "Application for Insurance and Membership" or application referenced above, which changes shall appear at www.visvolunteers.com

Membership Benefits: At its sole discretion, and at any time, VIS® may add, change, or discontinue any benefits or programs which it offers to its Members.

- Access to insurance programs designed for and available exclusively to Members of VIS® (hereinafter "Insurance Programs"). The Insurance Programs shall be underwritten by insurance companies selected by VIS® (hereinafter "Selected Carriers");
- access to certain products and services provided by third parties, at preferred pricing or other advantageous terms and conditions;
- educational materials and services;
- articles written especially for organizations utilizing the services of volunteers;
- researching particular insurance, loss control/safety, or risk management issues the Member is facing in either the property/casualty or employee benefits area;
- consultative services on various risk management issues that arise particular to the Member's organization;

- answering questions the Member has regarding insurance coverage for their organization;
- a forum for its Members to interact with one another with respect to volunteer activity; and,
- an information clearinghouse for Members.

Term and Termination of Membership: Applicant's membership in VIS® shall commence upon payment of the VIS® Membership Fee (hereinafter "VIS® MF") and shall terminate upon: (1) Applicant's written resignation from VIS®; (2) Applicant's failure to pay the VIS® MF when due, or (3) written notice of termination sent from VIS® to Applicant, which VIS® may give for any reason whatsoever, including, without limitation, any change in Applicant's business which could jeopardize the homogeneity of VIS®.

Hold Harmless: Applicant agrees to hold VIS® harmless from the negligence, acts, or omissions of any organization VIS may recommend or refer to members for products or services.

Related Party Information: VIS® was formed in 1982 to serve the needs of organizations utilizing the services of volunteers. In 1999, Volunteers Insurance Service Association Risk Purchasing Group was licensed to further enhance the services VIS® could offer to its members. All VIS® MFs are revenues of VIS® and are used to fund the operations of the purchasing group.

Agreement Subject to Change**:** This Agreement may be amended, modified, or changed at any time at the sole discretion of VIS®.

Entire Agreement and Merger of Previous Agreements**:** This instrument constitutes the entire Agreement between the parties and supersedes all previous agreements entered into between the parties hereto with respect to its subject matter; and, all such previous agreements, whether oral or written, are hereby merged into this instrument.

Not Assignable**:** Applicant agrees that its rights under this Agreement are not assignable without the express written consent of VIS®.

Waivers: Failure by VIS® to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. No waiver of any breach or default of this Agreement shall be valid unless in writing and signed by VIS®, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Provisions Determined to be Invalid by a Court: Should any section, paragraph, or provision of this Agreement be ruled unenforceable because of the effect of any law, or for any other reason, the remaining provisions herein shall remain unaffected and shall remain fully binding and enforceable.

Authorization to Receive Advertising Information and Correspondence: Applicant authorizes VIS® or its representative to send Applicant advertising information and correspondence related to VIS® and its services, whether solicited or unsolicited, via any means of electronic or other communication or telecommunication, including, but not limited to, facsimile, telephone, email, Internet, United States Mail, or independent package delivery service.

Notice: Any notice required or which may be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or mailed by certified mail to the addressee. Such notice shall be deemed given when so delivered personally, or, if sent by overnight courier, one (1) business day after the date so sent, or, if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of VIS® or Applicant at the mailing address specified in the beginning of this Agreement or to such other address as any party to this Agreement shall request in writing from the other party to this Agreement.

Jurisdiction; Conflicts of Law: Each party hereby: (1) designates the federal and state courts of competent jurisdiction located in the District of Columbia, as the exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this Agreement; (2) irrevocably consents to such designation, jurisdiction and venue; and, (3) waives any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceeding initiated in or transferred to federal and state courts of competent jurisdiction located in the District of Columbia. This Agreement shall be construed in accordance with the laws of the District of Columbia without regard to its principles regarding conflicts of laws.

Mutual Binding Arbitration: Applicant and VIS® agree that any claims or controversies, whether such claims or controversies arose prior to, on, or subsequent to the date of this Agreement, which they bring against each other, the Administrator or any of the present or former officers, directors, employees, agents, or representatives of Applicant, VIS®, or the Administrator shall be resolved by binding arbitration in the District of Columbia. Applicant and VIS® agree that the results of the arbitration shall be final and binding, the arbitrator's award is not required to include factual findings or legal reasoning, and that their rights to appeal or to seek modification of rulings by the arbitrator is strictly limited. Applicant and VIS® shall agree to the arbitrator. If they do not, VIS® shall provide Applicant with the names of two additional arbitrators which are members of the American Arbitration Association, of which Applicant shall select one. Except for contrary provisions contained in this section, Applicant and VIS® agree that all arbitration shall be governed by the rules of the American Arbitration Association.

Headers: Headers in this Agreement are used for organizational purposes and shall not be interpreted to convey any meaning.

Incorporation of Terminology from "Terms and Conditions of Insurance" and "Application for Insurance and Membership": This "Membership Agreement - Terms and Conditions of Membership" incorporates terminology and abbreviations from the "Terms and Condition of Insurance" and from the "Application for Insurance & Membership."