

Committee: _____ Name: _____

***Committee Member Agreement (the "Agreement")
for United States Pony Clubs, Inc. ("USPC")***

By execution of this Agreement, the undersigned member ("Member") of a USPC committee (the "Committee") agrees with USPC to observe and be bound by the following as of _____, 20__ (the "Effective Date"). In the event that Member serves on more than one Committee, this Agreement shall apply to member's service on each Committee.

1. Service by Member on the Committee is a privilege and not a right. Each Member serves at the pleasure of the person or body that appointed Member to the Committee, and may be removed by that same person or body (as well as by the Board of Governors of USPC (the "Board"), its Executive Committee or its President) at any time with or without cause and for any reason or no reason.
2. Member shall be a corporate member of USPC and shall comply with all applicable policies and procedures established by USPC while serving on the Committee.
3. Participation by Member in meetings of the Committee, whether in person or by telephone (if permitted), is critical to the proper functioning of the Committee. Member shall make all reasonable efforts to participate in meetings and inform the chair person of the Committee (the "Chair") in advance of any inability to participate in a meeting of the Committee. Member shall make all reasonable efforts to comply with any minimum attendance requirements established by the Committee.
4. Member shall make reasonable efforts to adhere to all deadlines established by the Chair. Any Member who cannot meet a deadline shall provide the Chair with as much advance notice as is reasonably possible.
5. The goals of the Committee will be best served by full and frank discussion and deliberation within the Committee. In the event that the Committee determines that all or a portion of its proceedings shall be confidential, Member shall hold all such proceedings and all documents, including (without limitation) emails and other electronically stored information created in connection with such proceedings (whether before or after the Effective Date) as confidential and not divulge them to any person other than other members of that Committee without the permission of the Chair.
6. The business and affairs of USPC may not be conducted for private pecuniary gain, and no Member may derive any personal profit or gain, directly or indirectly, by reason of participation as a Member of the Committee. Member shall disclose to USPC and to the Committee any personal interest in any matter pending before the Committee and shall refrain from participation in any Committee decision regarding such matter. In addition, any Member who is a partner, shareholder, officer, director or employee of, or an independent contractor to, any entity that does business with USPC (whether as a vendor or in any other capacity) shall identify his or her affiliation with each such entity and shall not participate in any decision affecting any

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such entity. Member certifies as of the Effective Date and for the year immediately preceding the Effective Date, that, except as described in the attached Schedule A, Member (a) does not have any personal interest in any matter pending before the Committee, (b) is not a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity doing business with USPC that has resulted in or could result in personal benefit to such Member; and (c) is not the recipient, directly or indirectly, of any salary payments, loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with USPC. Member agrees to supplement the information on Schedule A to the extent required to keep this certification accurate throughout the term of membership on the Committee.

7. Members may from time to time work to create, participate in the creation of, or review works ("Work Product") in connection with service on the Committee. Work Product includes (without limitation) all ideas, concepts, notes, plans, outlines, reports, photographs, drawings and written work of any sort created by Members in connection with their service on the Committee. Member assigns all rights, including copyrights, to Work Product in which he or she may legally be considered an author, whether in whole or in part, to USPC, and further agrees that he or she shall have no right of approval or claim for compensation or otherwise with regard to USPC's use of Work Product.
8. Member may not utilize information belonging to USPC to obtain any list of clients for personal or private solicitation purposes.
9. Member acknowledges that he or she may be required to submit to a background check at Member's expense and agrees to comply promptly with any such request.
10. This Agreement shall terminate when replaced with a successor agreement or Member is no longer serving on a Committee.

The obligations set forth in paragraphs 7 and 8 shall survive any termination of this Agreement.

Accepted and agreed as of _____, 20_:

United States Pony Clubs, Inc.:



By: President

Committee Member:

Signed: _____

Print Name: _____

Schedule A

Disclosures of Potential Conflicts of Interest

Describe all matters required to be disclosed pursuant to paragraph 6:

1.

2.

3.

4.

5.