



BIO/MED INVESTOR NETWORK, INC. MEMBERSHIP AGREEMENT

Bio/Med Investor Network, Inc. (“BMI”) is a community-supported angel network that is comprised of high net-worth/accredited investors who have joined together to evaluate and make individual investments in early-stage biosciences and certain other healthcare companies.

PROCESS FOR MEMBERSHIP QUALIFICATION:

Qualifying individuals are invited to consider becoming a BMI member. Membership is at the discretion of and is subject to annual renewal, non-renewal, revocation, or termination by the BMI Executive Committee.

New members must be sponsored by a current BMI Network member.

All new members (and renewing members) must complete this Membership Agreement. The Membership Agreement may then be forwarded by email or mail to BMI at the addresses noted below.

The BMI Executive or Membership Committee will review all applications for membership and endeavor to provide applicants with a written response within thirty (30) days of the date on which the completed Membership Agreement is submitted. (Your payment, whether by check or credit card, will be held for processing until after your membership has been approved.)

BMI membership may be terminated or membership revoked at the discretion and determination of BMI Executive Committee, should it be determined that a BMI member has breached any term or condition or no longer satisfies the criteria for BMI membership. A member will be notified in writing by the Executive Committee of the intent to terminate or revoke membership, and the “on-notice” member shall have thirty (30) days in which to submit a written response to the Executive Committee, should the member deem his/her actions or inactions do not warrant or qualify for termination or revocation of membership.

The Executive Committee shall consider, in good faith, such on-notice member written response within sixty (60) days. The decision of the Executive Committee shall be final.

BENEFITS OF MEMBERSHIP

- Investor Meetings: Between three-to-five Investor Meetings, with presentations from two-to-four pre-screened companies for members’ investment consideration. Afterward, there will be time for discussion of members’ observations and analysis.
- Access to “Members Only” section of the website, which includes:
 - Access to all deal flow through online database.
 - Copies of all presentations and materials provided at meetings.
 - Members’ online forums to confidentially discuss or comment on business plans, companies, and general angel investing topics with other members.
 - Best-practice sharing of investment tips and documents.
- Educational programs in terms sheets, balanced investment portfolios, case studies, due diligence, and other topics in angel investing.
- Opportunity to interact with other angel investors and meet individuals experienced in working with young companies.



THE MEMBERSHIP AGREEMENT

Full Name: _____

Address: _____

Phone: _____

Email: _____

New Member Renewing Member

If A New member, Name of Sponsoring Current BMI Member: _____

TO QUALIFY FOR MEMBERSHIP, I AGREE THAT:

I am an accredited investor as defined under Rule 501 of the SEC regulations, which defines the an accredited investor as: “Any natural person whose individual net worth or joint net worth with that person’s spouse at the time of his purchase exceeds \$1,000,000”; OR “Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.”

I have such knowledge and experience in financial and business matters to be capable of evaluating the relative merits and risks of any investment.

I agree to abide by the terms and conditions of this Membership Agreement and the requirements of BMI’s Bylaws, Policy on Confidentiality, Policy on Conflicts of Interest, Antitrust Statement and such other policies and procedures as may be adopted by the BMI Board from time to time.

I understand that BMI is not a venture fund, investment bank, broker/dealer, investment clearinghouse, investment portal, or any other form of investment advisor or otherwise, and is not registered with the Securities and Exchange Commission or any state securities commission. BMI does not provide advice, recommendation, or any other indication of appropriateness or inappropriateness for a particular investment. BMI does not endorse any investment opportunity and makes no independent investigation to verify information provided by companies submitting to BMI for presentation or otherwise, and makes no representation or warranty regarding the same.

I understand, recognize and agree that I must conduct my own analysis and due diligence to determine the appropriateness of any investment I make in any company to which I am introduced through BMI. As a result, I recognize and agree that neither BMI nor its representatives or agents are responsible or liable for any investment decision I make as a result of being a member of BMI. The choice to use and the manner of utilization of information and knowledge gained through BMI is my individual and personal choice.

I understand that any purchase of equity or other investment transaction shall be with the respective company, without involvement of, or participation by BMI.

I understand that BMI meetings are not an offer to sell or solicitation to buy any security by BMI or any other entity.

I agree to pay the annual membership dues as set by BMI.



I hereby represent that my execution of and the performance by me of my obligations under this Agreement do not and will not breach any agreement between me and any other person. I have not entered into, and agree to not enter into, any agreement either written or oral in conflict herewith.

I hereby agree to indemnify and hold harmless BMI and each of its directors, officers, employees, agents, successors and assigns from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description, whether arising directly or indirectly out of this Agreement or the investment made by me as a BMI member, including, without limitation, any negligence or fault, whether active or passive, on the part of BMI.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts executed and performed in such state without giving effect to conflicts of laws principles. Because disputes arising in connection commercial matters, including matters arising under this Agreement, are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes (if any) be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, the parties hereto waive all rights to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether arising in contract, tort or otherwise, between the parties arising out of, connected with, related to or incidental to the relationship established between them in connection with this agreement or matters related hereto.

The parties hereby agree to submit to the venue and jurisdiction of the Superior courts in and for the County of Fulton, State of Georgia, or the Federal District Court in and for the Northern District of Georgia, USA, in which any legal action by either party to enforce or defend rights under this Agreement shall be brought and which shall have sole and exclusive jurisdiction over any such legal action.

MEMBERSHIP CODE OF CONDUCT:

I will conduct myself in a professional manner at all times.

I will respect the privacy of other members and not provide their name to any third party without their permission.

I will keep membership information confidential.

I understand, recognize and agree that BMI meetings and communications are focused on investment pursuits and will not solicit another member for business.

I will disclose to the group any relationship I have or may have with a presenting company, including any personal gain I may receive from the company.

DISCLAIMER:

BMI is not a venture fund, an investment bank, a broker dealer, investment clearing-house, or an investment advisor, but rather a forum in which investors may be educated on aspects of investment and business, as well as introduced to companies for possible investment. BMI is not registered with the Securities Exchange Commission or any state securities commission. Each member of BMI is responsible for his or her own investment decisions, and BMI is not recommending any particular company for investment. All investments in entrepreneurial companies involve a high degree of risk, and investors should be able to bear the risk of complete financial loss. The choice to use and manner of utilization of information and knowledge gained through BMI is each member's individual and personal choice. No guidance shall be given, nor shall any person affiliated with BMI (or BMI itself) be responsible for an individual member's use of the information, investment decision, or the results of any investment. BMI does not conduct any investigation to verify the factual information submitted to potential investors by individual entrepreneurs. Hence, BMI makes no representations or warranties regarding these companies. Investors must conduct their own due diligence and negotiate the terms of any investment they elect to make.



Please forward with your application (preferably in electronic form) to:

Bio/Med Investor Network
% Erris Consulting Group, LLC
1201 Peachtree St. NE
Suite 300
Atlanta, Georgia 30361
Attn: Russell Allen
Email: admin@biomedinvestors.com

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument. I hereby agree that neither this Agreement nor any of my rights or obligations hereunder shall be transferable or assignable by me without BMI's prior written consent, and any attempted transfer or assignment hereof by me not in accordance herewith shall be null and void.

Read, understood, and agreed to by:

Submitting Applicant Member

Payment Options:

1. Submit application via email or address above, then complete payment by calling 404-953-5255,
or
2. Please submit a check along with this membership agreement with annual membership dues of \$750 (or \$187.50 for each remaining calendar year quarter) Please make the check payable to Bio/Med Investor Network.