

**DATE** 

0

## GENERAL MEMBERSHIP APPLICATION FOR INDIVIDUAL APPLICANTS

NAI	ME OF APPLICANT		
PRO	OFESSION / TITLE		
EMI	PLOYER / INSTITUTION		
MAI	LING ADDRESS:		
С	ITY, STATE / PROVINCE		
Р	OSTAL CODE, COUNTRY		
TEL	EPHONE		
E-M	AIL ADDRESS		
BAF	R ADMISSION JURISDICTION	[AC	CTIVE MEMBER? Y/N]
BAF	R MEMBER NUMBER	[A[	DD OTHERS ON BACK]
	REQUESTED	MEMBERSHIP TYPE (Select One*)	
0	NON-LEGAL OR GENERAL VOLUM	ITEER	US\$25 / YEAR
0	COLLEGE, UNIVERSITY, OR LAW	SCHOOL STUDENT	US\$25 / YEAR
0	PROFESSIONAL (REQUIRES BACCALAUREATE DEGRE	EE)	PRIVATE SECTOR LEGAL EMPLOYMENT:
0	ADVOCATE (REQUIRES BAR MEMBERSHIP & 2 - 5	YEARS PQE**)	US\$100 / YEAR
0	EXPERIENCED ADVOCATE	ER 5 YEARS POE**\	ACADEMICS, RETIREES, & PUBLIC SECTOR OR NON-
	(REQUIRES BAR MEMBERSHIP & OVE	IN STEAROT QE	LEGAL EMPLOYMENT:

**ASSOCIATE OR DONOR MEMBER** 

US\$50,000 / YEAR

<sup>\*</sup> Please note that only (1) Non-Legal or General Volunteer; (2) College, University, or Law Student; or (3) Professional memberships may be offered on a provisional basis; other membership types require additional verification of qualifications.

<sup>\*\*</sup> PQE = Post-Qualification Experience (i.e., time practicing law after initial bar membership).

	ADDITIONAL BAR ADMISSIONS (IF APPLICABLE)		
JURISDICTIONS: ACTIVE MEMBER? MEMBER NUMBERS	[Y / N]	[Y / N]	[Y / N]
	[Y / N]	[Y / N]	[Y / N]

## APPLICANT REPRESENTATIONS, WARRANTIES, AGREEMENTS AND ACKNOWLEDGEMENTS

By signing this document (the "Membership Application"), which, together with the Certificate of Incorporation, the Bylaws and Code of Conduct of The Global Pro Bono Bar Association as from time to time in force, constitutes the entire agreement between Applicant and The Global Pro Bono Bar Association (the "Agreement"), Applicant makes the following representations, warranties, and acknowledgments to and agreements with The Global Pro Bono Bar Association:

- Applicant is above eighteen (18) years of age and is familiar with, supportive of, and interested in furthering or promoting the objects and purposes of The Global Pro Bono Bar Association.
- 2. Applicant acknowledges that the Board of Directors of The Global Pro Bono Bar Association has the power to accept or reject this Membership Application in its sole discretion and has no obligation to provide Applicant any reason for rejection or acceptance.
- 3. Applicant represents and warrants to The Global Pro Bono Bar Association that: (a) Applicant has full capacity, power and authority to execute and deliver this Membership Application, to become a general member of The Global Pro Bono Bar Association, and to perform his or her duties and obligations hereunder and as such a member; (b) this Membership Application, when duly executed, will constitute a legal, valid and binding agreement of Applicant, enforceable against Applicant in accordance with its terms; and (c) Applicant has not relied on any oral or written statements or representations of The Global Pro Bono Bar Association that are not included in the Agreement with respect to applying for membership.
- 4. Applicant acknowledges that The Global Pro Bono Bar Association has made copies of its current Certificate of Incorporation, Bylaws and Code of Conduct available to Applicant at https://www.probonobar.org before signing this Membership Application and, by signing this Membership Application, Applicant agrees to comply with the foregoing and acknowledges that failure to so comply may result in a termination of Applicant's membership with The Global Pro Bono Bar Association, if granted. Applicant agrees to provide upon request by The Global Pro Bono Bar Association such financial, professional and other credentials and information regarding Applicant as The Global Pro Bono Bar Association may reasonably request for purposes of reviewing this Membership Application and considering any hardship-based dues reduction request made by Applicant.

- 5. Applicant waives any and all claims, rights, and remedies against The Global Pro Bono Bar Association, whether express or implied, and whether arising by operation of law or in equity, for damages of any sort, including but not limited to any and all direct, indirect, incidental, consequential, statutory, punitive, exemplary, or any other damages whatsoever arising out of this Agreement or membership in The Global Pro Bono Bar Association, other than the amount of any membership fees or dues paid in the most recent annual membership period. Applicant further agrees that the full extent and measure of any damages that he or she will ever seek from The Global Pro Bono Bar Association for any reason related to this Agreement or membership in The Global Pro Bono Bar Association is the amount of membership fees or dues actually paid to The Global Pro Bono Bar Association in the most recent annual membership period. Applicant agrees, acknowledges, and reiterates that he or she will not seek any relief from The Global Pro Bono Bar Association other than the return of his or her membership fees or dues for the most recent membership period.
- 6. In the event of a dispute or controversy between Applicant and The Global Pro Bono Bar Association, Applicant acknowledges and agrees that he or she will send a written notice detailing the bases of the dispute to the Board of Directors of The Global Pro Bono Bar Association both by email at contact@probonobar.org and by standard mail at THE GLOBAL PRO BONO BAR ASSOCIATION, 8 THE GREEN, STE A, DOVER, DE 19901, USA. Applicant agrees that The Global Pro Bono Bar Association will then have 30 business days to respond in writing to Applicant and may offer Applicant up to a full refund of the Applicant's membership fees or dues paid for the most recent membership period in the sole discretion of the Board of Directors of The Global Pro Bono Bar Association and in full satisfaction and resolution of any such dispute or controversy (or disputes or controversies). If Applicant has been offered a full refund of all fees or dues paid in the most recent membership period, then Applicant agrees to accept that refund and not to pursue any further action, whether legal or otherwise, against The Global Pro Bono Bar Association, and not to disparage it or any members of the Board of Directors or Officers of The Global Pro Bono Bar Association in any respect. In the event that The Global Pro Bono Bar Association does not offer a full refund of Applicant's membership fees or dues for the most recent annual membership period, Applicant agrees that then, and only then, Applicant may initiate legal action against The Global Pro Bono Bar Association only by arbitration as described below, and only to recover the amount of any membership fees or dues actually paid in the most recent annual membership period. Applicant agrees, acknowledges, and reiterates that he or she will not seek any relief from The Global Pro Bono Bar Association other than the return of his or her membership fees or dues for the most recent membership period.
- 7. If Applicant is a national of or present in the United States of America at the time of application, or otherwise subject to the jurisdiction of the courts of the United States of America at the time of application, Applicant agrees that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules by a single arbitrator appointed in accordance with the said rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Applicant is not a national of or present in the United States of America at the time of application, or otherwise subject to the jurisdiction of the courts of the United States of America at the time of application, Applicant agrees that all disputes arising out of or in connection with the present Agreement shall be finally resolved under the Rules of

Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. In either situation, the losing party will pay all costs of the Arbitration (including filing fees, administrative fees and arbitrators' fees and costs). Applicant is deemed to have "lost" the arbitration if he or she is awarded less than the total amount of membership fees or dues paid by Applicant for the most recent annual membership period. Applicant agrees that in no event will he or she seek an award in excess of the membership fees or dues that he or she has paid in the most recent annual membership period. Each party will pay its own legal costs as applicable.

8. By electing arbitration as the means for final settlement of all claims, Applicant hereby waives its rights to, and agrees not to, sue The Global Pro Bono Bar Association in any action in any court with respect to such claims, but may seek to enforce in court an arbitration award rendered pursuant to this Agreement. APPLICANT SPECIFICALLY AGREES TO WAIVE ITS RIGHTS TO A TRIAL BY JURY, AND FURTHER AGREES THAT NO DEMAND, REQUEST OR MOTION WILL BE MADE FOR TRIAL BY JURY.

(Applicant's Initials)

- 9. Applicant agrees to indemnify and hold harmless The Global Pro Bono Bar Association and its members, officers, directors, employees, agents, partner organizations, attorneys at law and in fact, and each of the foregoing, from any and all claims, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs), whether by such persons or any third party, arising out of or relating to (a) any false statements made in this Application; (b) any breach of the Agreement; or (c) any malfeasance, wrongdoing, fraud or negligent acts or omissions of any sort committed by Applicant while a member of The Global Pro Bono Bar Association.
- 10. Applicant acknowledges and agrees that The Global Pro Bono Bar Association may terminate the membership of Applicant in accordance with the Agreement. Applicant acknowledges Applicant has reviewed the Agreement, including the confidentiality and work product provisions of the Code of Conduct.
- 11. Any part, provision, representation, or warranty of or in this Agreement which is prohibited or held to be void or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition, voiding, or unenforceability as to such jurisdiction only, without invalidating the remaining provisions of this Agreement, which shall remain unaffected and fully applicable, and such provision, representation, or warranty shall be reformed, construed and enforced as if such provision had never been contained herein and there had been contained in this Agreement instead such valid, legal and enforceable provisions as would most nearly accomplish the intent and purpose of such invalid, illegal or unenforceable provision. Any such prohibition, voiding, or unenforceability of any part, provision, representation, or warranty of or in this Agreement in any jurisdiction shall not invalidate or render unenforceable or void the same in any other jurisdiction. To the extent permitted by applicable law, the parties waive any provision of law which prohibits or renders void or unenforceable any part, provision, representation, or warranty of this Agreement.

12. The governing law of this Agreement, the arbitration provisions thereof, and any dispute or controversy arising under it shall be the law of the State of Delaware, USA, and the seat of arbitration shall be Houston, Texas, USA. The language of the arbitration shall be English. The place of the final arbitration hearing shall be Houston, Texas, USA. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

By signing this Membership Application, Applicant hereby: (a) acknowledges that his or her admission, if any, to membership in The Global Pro Bono Bar Association is expressly conditioned on and in consideration for Applicant's agreements set forth above and induced by his or her above agreements, representations, warranties and acknowledgments herein; and (b) if admitted as a general member, (i) consents to his or her admission as a member of The Global Pro Bono Bar Association; (ii) agrees to be bound by and perform his or her obligations and duties under the Agreement; (iii) agrees to pay, or have paid on his or her behalf, such dues, fees, or special assessments as the Board of Directors of The Global Pro Bono Bar Association may establish or levy from time to time, without proration for any partial calendar year and without refund of any part of his or her dues, fees, assessments or voluntary contributions (if any) upon resignation or other termination of membership; and (iv) acknowledges that he or she will have no right to vote with respect to any matter or matters concerning The Global Pro Bono Bar Association unless, and only for so long as, he or she shall be duly elected and serve as a director member thereof.

t:	Printed Name of Applicant:
:	Date:
*******	*****

Signed by Applicant:

PLEASE RETURN YOUR COMPLETED AND SIGNED MEMBERSHIP APPLICATION, TOGETHER WITH A CHECK PAYABLE IN U.S. DOLLARS TO THE ORDER OF "THE GLOBAL PRO BONO BAR ASSOCIATION" FOR YOUR ANNUAL DUES PAYMENT TO:

THE GLOBAL PRO BONO BAR ASSOCIATION 8 THE GREEN, STE A DOVER, DE 19901 USA