



40 Square Health Plan Membership Agreements And Terms

_____ (hereafter “member”) as a member of 40 Square Cooperative Solutions (hereafter “40 Square”) understands, agrees and acknowledges:

1. 40 Square Cooperative Solutions has a comprehensive set of [bylaws](#) which describes the operation of the cooperative in all regards. Member hereby acknowledges a copy of those articles and bylaws are available for review at www.40Square.coop or by contacting the co-op at 844-205-9579 for a hard-copy, and agrees to be bound by those articles, bylaws and policies set by the cooperative’s board of directors as provided in the bylaws. This member agreement does not alter or vary those bylaws but rather is only intended to highlight specific portions of those bylaws.
2. To be a member of 40 Square, an individual must be BOTH an agricultural producer or agribusiness and an employer of at least one person. Member affirmatively represents that they are actively engaged in production agriculture or an agribusiness in Minnesota and as a part of that work, employ at least one Common Law employee. Member agrees to provide to 40 Square, upon its request, documentation establishing both requirements.
3. To be a member, an individual must purchase a single share of Patron Voting Stock and ten shares of Class A Common Stock in the cooperative. Those shares entitle the member to a single vote on all matters presented to the members for a vote at all regular and special meetings of the membership of 40 Square. Each member has only one vote, irrespective of the number of employees or insureds associated with that member.
4. Member understands that 40 Square is a Minnesota Statute 308B cooperative and that as such it has classes of membership/stock other than Class A, that additional classes may be created or become available, that the cooperative may accept investments from non-members and may issue preferred stock which bears a fixed annual interest rate.
5. Member understands that membership in 40 Square may be terminated by the cooperative if member fails to make any payment owed to the cooperative or no longer qualifies for membership. Termination in these instances will be effective immediately upon notice to the member.
6. Member understands there is a state-mandated three consecutive year commitment to the cooperative. Should member leave, a sixty (60) day advance written notice is required to the cooperative. In addition, should member leave the co-op for an unqualified reason determined by the board, member will forfeit \$900 of the \$1,000 Class A Common Stock purchase. If member chose to pay the Class A Common Stock purchase in installments and has not yet fulfilled that commitment, the member will continue to be charged the monthly amount until that commitment has been fulfilled.
7. The calculation of 40 Square’s financial performance will be on a cooperative basis as described at Article VIII of the bylaws. Member acknowledges that like all cooperatives, both net patronage income and net patronage losses may occur and will be allocated to the membership in accordance with the terms of Article VIII.

Member: _____

Dated: _____

40 Square Health Plan

Membership Agreements And Terms (continued)

Stock Payments

Payment for Cooperative Voting Stock (Required)

- For the purchase of voting stock, please debit \$100.00 my account electronically

Payment for Cooperative Common Stock (Choose One)

- For the purchase of Common Stock, please debit my account electronically, one-time, for the full \$1000.00
- For the purchase of Common Stock, please debit my account for the next twelve months electronically by \$83.33 each month

Member: _____

Dated: _____

IRS Compliance: W-9 Completion

To properly comply with Federal Internal Revenue Service (IRS) regulations, it is necessary for us to obtain and confirm a correct taxpayer identification number (TIN) or Social Security Number (SSN) for all payees, as well as an indication of filing status (sole proprietor, corporation, etc.), a declaration of exemption from backup withholding if applicable, and a certifying signature. The IRS requires a withholding of 28% from any potential future patronage payments if an entity fails to furnish its taxpayer identification number and signature to us.

The following W-9 form needs to be completed with your complete name or business name (as shown on your income tax return) along with your tax identification number. Once 40 Square Cooperative Solutions receives this form, and upon final payment, an invoice will be issued for your stock.