OPEN CONNECTIVITY FOUNDATION, INC.
Membership Agreement

MEMBERSHIP CLASSIFICATION:       MEMBERSHIP FEE:

___  GOLD MEMBER\(^1\)                        US$ 10,000.00

___ ≥ 5,000 EMPLOYEES                        US$ 7,500.00

___ 500-4,999 EMPLOYEES                      US$ 4,000.00

___ 100-499 EMPLOYEES                        US$ 2,000.00

___ < 100 EMPLOYEES                         US$ 2,000.00

Note: A separate membership agreement is available for the Educational Nonprofit Gold Members and Adopter Members

By the signature of its authorized representative below, Applicant, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Articles of Incorporation, Bylaws, and Intellectual Property Rights Policy (“Organizational Documents”) of the Open Connectivity Foundation, Inc. (“OCF”) that apply to the Membership classifications selected above as stated in the Bylaws. Copies of the Organizational Documents are available for review at the OCF website at http://www.openconnectivity.org.

This Membership Agreement is not binding on OCF unless accompanied by the initial membership fee as noted above. By signing below, the individual executing this Membership Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry.

The term of membership shall be on a year-to-year basis, expiring on the 365\(^{th}\) day from the date of acceptance of this application. OCF will invoice the then-current renewal fee to Members ninety (90) days prior to the expiration of the pending term and Member’s payment thereof shall constitute a renewal of membership as a Member. OCF may adjust the term of membership of Member in order to synchronize the start and end of all annual memberships, and thereby causing the renewals, and notices related to renewals, to be synchronized. Failure to make a timely renewal payment shall be cause for suspension and termination of this Membership Agreement and all Member benefits.

The undersigned agrees that once accepted, all membership fees are nonrefundable for any reason, including termination of this Membership Agreement. There is no duty to renew this Membership Agreement and renewal may only be accomplished as set forth above.

Any claim or dispute arising under or relating to this Membership Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

\(^1\) Gold Membership is subject to the terms set forth in Section 14.3 of the Amended and Restated OCF Bylaws. Gold Membership fees are determined by the number of full-time employees of the Applicant at the time of application and subject to change on renewal based upon changes in the number of full-time employees. Gold Members that have a representative on the Board of Directors are required to promptly pay at the start of such Director’s term an additional fee equal to either US$5,000, or such other fee as adopted by the Board in accordance with the Amended and Restated OCF Bylaws.
| **Company Name:** | ______________ | **Date:** | __________ |
| **Contact Name:** | | | (Name/Title) |
| **Company Address:** | | | |
| **Telephone Number:** | | | Fax Number: ______________ |
| | (Please Include Country Code where appropriate) |
| **Email Address:** | | | Web Page URL: ______________ |
| **Signature:** | | | Date: ______________ |
| **Name/Title:** | | | |

*Payments may be made by check or wire transfer payable to the order of the “Open Connectivity Foundation, Inc.”*

| **Alternate Contact Name:** | ______________ | **Phone Number:** | ______________ |
| **Email Address:** | | | Fax Number: ______________ |

| **Marketing Contact Name:** | ______________ | **Phone Number:** | ______________ |
| **Email Address:** | | | Fax Number: ______________ |

Please briefly describe the services or products sold or provided by your Company:

________________________________________________________________________

Acceptance:

This Membership Agreement is accepted as of this _____ day of _____________, 202__.

Open Connectivity Foundation, Inc.
A Delaware Nonprofit Corporation

By: ______________
Name: ______________
Its: ______________

Mail payment along with this completed form to:

Open Connectivity Foundation, Inc.
c/o VTM Group
3855 SW 153rd Drive
Beaverton, Oregon 97003
Attn: OCF Administration