

HAPTICS INDUSTRY FORUM, INC.
MEMBERSHIP AGREEMENT

MEMBERSHIP CLASSIFICATION (Select One)	ANNUAL MEMBERSHIP FEE
___ ASSOCIATE ¹ MEMBER	US\$ 150.00 (public sector, gov't, non-profit or educational institution)
___ SUPPORTER ² MEMBER	US\$ 1,000.00 (no. of employees 1-20)
___ CONTRIBUTOR ³ MEMBER	US\$ 5,000.00 (no. of employees 21-100)
___ PRINCIPAL ⁴ MEMBER	US\$ 15,000.00 (no. of employees 101-5,000)
___ PRINCIPAL ⁴ MEMBER	US\$ 25,000.00 (no. of employees >5,000)

By the signature of its authorized representative below, the applicant Company, 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 Certificate of Incorporation and Bylaws (collectively, and including any amendments thereto, the “Organizational Documents”), and any other policies and procedures, including but not limited to the Operations Guide, that the Board of Directors (the “Board”) of the Haptics Industry Forum, Inc. (“HIF”) adopts and amends from time to time that are applicable to Member’s Membership Classification level selected above. Copies of the Organizational Documents and the policies and procedures are available for review upon request to HIF. In addition, applicant Company hereby grants to HIF the right to reproduce, use, and display applicant Company’s company name and logo on the HIF website and in press or other public collateral regarding applicant Company’s membership in HIF; provided that, HIF will make reasonable efforts to use and display logo of applicant Company pursuant to logo guidelines of applicant Company, or pursuant to requests provided by applicant Company.

This Membership Agreement is not binding on HIF unless accompanied by the applicable initial Annual Membership Fee associated with the Member Classification level selected above. By signing below, the individual executing this Membership Agreement on behalf of the applicant Company warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry and meets the requirements for the Membership Classification level selected including the number of employees.

Associate Members. In order to qualify as, and maintain its status as, an Associate Member, the applicant must be one of a public sector, government, non-profit or educational institution and meet the qualifications of a Member set forth in the Bylaws. The number of representatives of Associate Member that can participate in the activities of HIF, including but not limited to Work Groups, is limited to the maximum number listed in the HIF Operations Guide for the Associate Membership. The Associate Member will also have those benefits set forth in the HIF Operations Guide in addition to the rights set forth in the Bylaws, Section 12.1. Associate Members agree that they will not have the right to nominate a representative to serve on the Board of Directors and will not have the rights to vote for the Board of Directors and are not considered Members for the rights as set forth in the Bylaw, Section 4.4.

¹ The benefits and rights applicable to this Membership classification are set forth in this Agreement under the heading “Associate Members” and in Section 12.1 of the Bylaws.

² The benefits and rights applicable to this Membership classification are set forth in this Agreement under the heading “Supporter Members” and in Section 12.1 of the Bylaws.

³ The benefits and rights applicable to this Membership classification are set forth in this Agreement under the heading “Contributor Members” and in Section 12.1 of the Bylaws.

⁴ The benefits and rights applicable to this Membership classification are set forth in this Agreement under the heading “Principal Members” and in Section 12.1 of the Bylaws.

Supporter Members. In order to qualify as, and maintain its status as, a Supporter Member, the applicant company has 20 or fewer employees and must meet the qualifications of a Member set forth in the Bylaws. The number of representatives of Supporter Member that can participate in the activities of HIF, including but not limited to Work Groups, is limited to the maximum number listed in the HIF Operations Guide for the Supporter Membership. The Supporter Member will also have those benefits set forth in the HIF Operations Guide, including those rights for Board service eligibility and voting for nominees to the Board, in addition to the rights set forth in the Bylaws, Section 12.1.

Contributor Members. In order to qualify as, and maintain its status as, a Contributor Member, the applicant company has between 21 and 100 employees, and must meet the qualifications of a Member set forth in the Bylaws. The number of representatives of Contributor Member that can participate in the activities of HIF, including but not limited to Work Groups, is limited to the maximum number listed in the HIF Operations Guide for the Contributor Membership. The Contributor Member will also have those benefits set forth in the HIF Operations Guide in addition to the rights set forth in the Bylaws, Section 12.1.

Principal Members. In order to qualify as, and maintain its status as, a Principal Member, the applicant company has either between 101 and 5,000 employees, in which case the annual dues are \$US 15,000.00, or greater than 5,000 employees, in which case the annual dues are \$US 25,000.00 and must meet the qualifications of a Member set forth in the Bylaws. The number of representatives of Principal Member that can participate in the activities of HIF, including but not limited to Work Groups, is unlimited. The Principal Member will also have those benefits set forth in the HIF Operations Guide, including those rights for Board service eligibility and voting for nominees to the Board, in addition to the rights set forth in the Bylaws, Section 12.1.

Membership Fees. The term of participation in the HIF for each Membership Classification described above shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application (“Renewal Date”). HIF will invoice the then-current renewal fee to a Member ninety (90) days prior to the Member’s Renewal Date, which will be due and payable on the Renewal Date, and Member’s payment thereof shall constitute a renewal of membership as a participant in the HIF at the Membership Classification selected.

Failure to make a timely renewal payment shall be cause for suspension and termination of this Membership Agreement and all benefits afforded at the Membership Classification selected. 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.

COMPANY CONTACT AND SIGNATURE

Company Name: _____

Primary Contact Name: _____ **Title of Primary Contact:** _____

Address: _____
Street/Building City/Town State/Province Postal Code Country

Phone (Including country code): _____

E-mail: _____ **Web Page URL:** _____

Authorized Representative Signature: _____ **Date:** _____

Signatory Name: _____ **Signatory Title:** _____

Mail payment along with this completed form to the address shown at right.
Payments may be made by check or wire transfer payable to the order of: "Haptics Industry Forum, Inc."

**Haptics Industry Forum, Inc.,
3855 SW 153rd Drive
Beaverton, OR 97003**

ADDITIONAL COMPANY INFORMATION

Alternate Name _____ Title: _____

E-mail: _____ Phone: _____

Address: _____

Billing Name _____ Title: _____

E-mail: _____ Phone: _____

Address: _____

Marketing/PR Name _____ Title: _____

E-mail: _____ Phone: _____

Address: _____

Legal Name _____ Title: _____

E-mail: _____ Phone: _____

Address: _____

Acceptance:

This Membership Agreement is accepted as of this ____ day of _____, 20 ____.

Haptics Industry Forum, Inc.,
a Delaware Nonprofit Corporation

By: _____

Name: _____

Its: _____