

**AVnu ALLIANCE
Participation Agreement**

PARTICIPANT CLASSIFICATION:

ANNUAL PARTICIPATION FEE*:

PROMOTER

\$10,000.00

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 Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy (“Organizational Documents”) of the AVnu Alliance as may apply to the Participant classifications stated in the Bylaws. Copies of the AVnu Alliance Organizational Documents are available for review at the AVnu Alliance website. Applicant is encouraged to review these materials prior to the execution of this Agreement.

No Participation Agreement is binding on the AVnu Alliance unless accompanied by the initial participation fee as noted above. Participation in AVnu Alliance is generally open to any entity supportive of AVnu Alliance’s purpose as stated in the Bylaws, which has executed the Participation Agreement, and paid the appropriate fee. By signing below, the individual executing this 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 participation shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The AVnu Alliance will invoice the then-current renewal fee to Participants ninety (90) days prior to the expiration of the pending term and Participant’s payment thereof shall constitute a renewal of participation as a Participant. Failure to make a timely renewal payment shall be cause for suspension and termination of this Agreement and all Participant benefits.

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

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

| | |
|--------------------------------------------|-----------------------------------------------------------------------------|
| 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 “AVnu Network Alliance.”

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 Participation Agreement is accepted as of this _____ day of _____, 200__.

AVnu Alliance, Inc.
A Delaware Nonprofit Corporation

By: _____
Name: _____
Its: _____

Mail payment along with this completed form to:

AVnu Alliance
3855 SW 153rd Dr.
Beaverton, OR 97006
Tel : (503) 619-0571
Fax : (503) 644-6708