

**GENIVI ALLIANCE
PARTICIPATION AGREEMENT**

PARTICIPATION CLASSIFICATION:

ANNUAL MEMBERSHIP FEE:

<input type="checkbox"/> FOUNDING CHARTER MEMBER	\$ 300,000.00 initial fee 1/ \$100,000.00 annually thereafter
<input type="checkbox"/> CHARTER MEMBER	\$ 150,000.00 initial fee 1/ \$100,000.00 annually thereafter
<input type="checkbox"/> CORE MEMBER	\$ 25,000.00 annually
<input type="checkbox"/> ASSOCIATE MEMBER	\$ 5,000.00 annually

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 including full payment of the applicable membership fee, as well as the terms and conditions stated in the Articles of Incorporation and, Bylaws (“Organizational Documents”) of the Genivi Alliance as may apply to the Founding Charter Charter/Core/Associate participation classification stated in the Bylaws. Copies of the Genivi Alliance Organizational Documents are available for review at www.genivi.org. Applicant is encouraged to review these materials prior to the execution of this Agreement.

This Participation Agreement is binding on the Genivi Alliance when accompanied by the membership fee as noted above or paid either in full within forty five (45) days from acceptance hereof or according to mutually agreed payment terms (available only to Founding Charter and Charter members) defined in Addendum A. Participation in the Genivi Alliance is open to any entity supportive of the Genivi Alliance’s Purpose as stated in the Bylaws, which has executed the Participation Agreement, and paid the membership fee in full as defined in this Agreement. 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 membership.

The term of membership shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application. The Genivi Alliance will invoice the then-current renewal fee to Participants ninety (90) days prior to the expiration of the pending term and Member’s payment thereof shall constitute a renewal of membership as a participant. Failure to make a timely renewal payment shall be cause for suspension and termination of membership and participant benefits.

The undersigned agrees that once accepted, all membership fees are nonrefundable for any reason, including termination of membership by the Participant or due to lack of payment of the membership fee. There is no duty to renew any membership and renewal may only be accomplished as set forth above. Payments may be made by check or wire transfer payable to the order of the “Genivi Alliance.”

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Participant’s representative designated below at the address set forth below or to such addresses as such Participant’s representative may later specify by written notice to the Executive Director. If the Participant’s representative set forth below does not update his or her contact information then the Participant waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by the Participant’s representative.

NAME OF PARTICIPANT’S REPRESENTATIVE _____
DESIGNATED TO RECEIVE NOTICES: _____
ADDRESS _____
EMAIL: _____
TELEPHONE NUMBER: _____

Any claim or dispute arising under or relating to this Participation Agreement shall be governed by the internal substantive laws of the State of Oregon, 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:	_____		_____

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

Acceptance:

This Membership Agreement is accepted as of this _____ day of _____, 2010.

Genivi Alliance
An Oregon Mutual Benefit Corporation

By: _____

Name: _____

Its: _____

Mail payment along with this completed form to:

Genivi Alliance
c/o Genivi Alliance Administration
2400 Camino Ramon, Suite 375
San Ramon, CA 94583, USA

ADDENDUM A

This Addendum applies to organizations applying at the Founding Charter or Charter level only. All other membership applicants are required to pay the applicable membership fee according to the terms stated in the Participation Agreement.

Applicant, including its Affiliates (as defined in the Bylaws), agrees to pay the full amount of the applicable membership fee according to the following schedule or sooner:

1. Applicant agrees to provide a Purchase Order at signature for the full amount of the applicable membership fee;
2. Applicant agrees to pay the applicable membership fee according to the following payment terms:



Semi-Annual Payments

Payment 1 equal to one-half the applicable fee to be received within 45 days of signature

Payment 2 equal to the remaining portion of the applicable fee to be received within 180 days of signature

An initial invoice will be sent by GENIVI Alliance within ten (10) business days of receipt of the signed agreement at the San Ramon, CA office. Additional invoices will be sent 90 days prior to the prescribed due date.