

**GENIVI ALLIANCE
PARTICIPATION AGREEMENT**

PARTICIPATION CLASSIFICATION:	ANNUAL MEMBERSHIP FEE:
<u> </u> CHARTER MEMBER	\$ 100,000.00 annually
<u> </u> CORE MEMBER	\$ 25,000.00 annually
<u> </u> ASSOCIATE MEMBER	\$ 10,000.00 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 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 in full within forty five (45) days from acceptance. 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 _____, 201_.

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