

HOME CONNECTIVITY ALLIANCE
PARTICIPATION AGREEMENT

MEMBERSHIP CLASSIFICATION (Select One)	MEMBERSHIP FEE
___ SPONSOR¹ MEMBER	US\$ 60,000.00
___ PARTICIPANT² MEMBER	US\$ 30,000.00
___ ADOPTER³ MEMBER	US\$ 1,000.00

By the signature of its authorized representative below, the applicant Company, including its Affiliates (as defined in the Bylaws, and with respect to those provisions that are applicable to such Affiliate), 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](#) (collectively, and including any amendments thereto, the “Organizational Documents”), and the Operating Procedures, as well as any other policies and procedures that the Board of Directors (the “Board”) of the Home Connectivity Alliance (“HCA”), adopts that are applicable to participation in HCA at the Membership Classifications listed above and as described in the Bylaws. Copies of the Organizational Documents are available for review upon request to HCA. In addition, applicant Company hereby grants to HCA the right to reproduce, use and display applicant Company’s company name and logo on the HCA website and in press or other public collateral regarding applicant Company’s membership in HCA; provided that, (i) either applicant Company has duly approved in writing any press or other public collateral, or the Board of HCA has approved such press or other public collateral which will include all then current Members’ logo including applicant Company, (ii) HCA will use and display logo of applicant Company pursuant to logo guidelines of applicant Company, or pursuant to requests provided by applicant Company.

This Participation Agreement is not binding on HCA unless accompanied by the applicable initial Membership Fee associated with the Member Classification level selected above. By signing below, the individual executing this Participation 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.

Membership Fees. The term of participation in HCA 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”). HCA 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 HCA at the Membership Classification selected.

Failure to make a timely renewal payment shall be cause for suspension and termination of this Participation 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 Participation 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 Participation Agreement shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

¹ Participation at Sponsor Membership Classification is subject to Section 14.1 of the Bylaws.
² Participation at Participant Membership Classification is subject to Section 14.2 of the Bylaws.
³ Participation at Adopter Membership Classification is subject to Section 14.3 of the Bylaws.

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/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:

“Home Connectivity Alliance”

**Home Connectivity Alliance
c/o VTM Group
3855 SW 153rd Drive
Beaverton, OR 97003**

Company Applicant may attach to, or transmit together with, this Participation Agreement a company logo for use by HCA as authorized herein.

ADDITIONAL COMPANY INFORMATION

<u>Alternate Name/Title:</u> _____	<u>E-mail:</u> _____
<u>Address:</u> _____	<u>Phone:</u> _____
<u>Billing Name/Title:</u> _____	<u>E-mail:</u> _____
<u>Address:</u> _____	<u>Phone:</u> _____
<u>Marketing/PR Name/Title:</u> _____	<u>E-mail:</u> _____
<u>Address:</u> _____	<u>Phone:</u> _____
<u>Legal Name/Title:</u> _____	<u>E-mail:</u> _____
<u>Address:</u> _____	<u>Phone:</u> _____

Acceptance:

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

Home Connectivity Alliance,
an Oregon Nonprofit Corporation

By: _____

Name: _____

Its: _____