



INDUSTRY FORUM

5177 Brandin Court
Fremont, CA 94538, USA
www.vr-if.org

VR Industry Forum, Inc. (“VRIF”)

Member Agreement

By the signature of its authorized representative below, the undersigned (“Member”) agrees to be bound by the terms of this member agreement (“Member Agreement”), as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy of VRIF, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors pursuant to the Bylaws (“Organizational Documents”) as may apply to the Member’s membership classification as stated in the Organizational Bylaws. Copies of the Organizational Documents are available for review at the VRIF website. Capitalized terms used herein but not otherwise defined shall have the meanings assigned thereto in the Organizational Documents.

Member class and associated annual membership fee (*select one*)

- Charter USD10,000.00 (ten thousand United States dollars)
- Contributor USD4,500.00 (four thousand and five hundred United States dollars)
- Associate USD1,000.00 (one thousand United States dollars)

This Member Agreement is non-binding on VRIF unless accompanied by a first year membership fee for the selected member class set forth above (which fee may be deferred by action of the Board of Directors of VRIF for up to thirty (30) days from acceptance hereof), adjusted for the Initial Term as set forth in the paragraph below, as applicable. Membership in VRIF is generally open to any entity supportive of the VRIF’s Purpose, that has executed the Member Agreement, and paid the appropriate fees.

The initial membership term (“Initial Term”) shall be for a period until the end of the calendar year following full execution of this Member Agreement. For the avoidance of doubt, the membership fee for the Initial Term shall be prorated to the beginning of the quarter in which the Member Agreement is executed by the Member. By way of example only, an entity that executes this Member Agreement for the Charter Member class on April 15 of a calendar year, shall only pay $\frac{3}{4}$ of the \$10,000 Charter Member fee. After the Initial Term, the term of membership shall be on a year to year basis. Annually, the VRIF will invoice the then current membership renewal fee to Member ninety (90) days prior to the expiration of the Member’s membership term and Member’s payment thereof shall



INDUSTRY FORUM

5177 Brandin Court
Fremont, CA 94538, USA
www.vr-if.org

constitute a renewal of membership as a Member. Failure to make a timely renewal payment shall be cause for termination of membership and Member benefits.

This Member Agreement must be signed by a representative of the Member that is authorized to commit the Member to all of the terms of this Member Agreement. By signing this Member Agreement, the Member hereby represents and warrants that the person signing this Member Agreement has been so authorized, has read and understood this Member Agreement and all other Organizational Documents, and has sought or waived the right to seek legal counsel prior to executing this Agreement.

Member hereby agrees to participate in good faith with other Members in support of VRIF's Purposes. "Supportive of VRIF's Purposes" means that the Member will not knowingly or intentionally sabotage the VRIF's efforts to carry out its Purposes.

This Member Agreement is entered into for the benefit of Member and VRIF and not for the benefit of any third party. Similarly, Member agrees that it will not assert rights under any agreement between VRIF and any other Member unless such agreement provides by its express terms that Member is an intended beneficiary of that agreement.

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

NAME OF MEMBER'S REPRESENTATIVE DESIGNATED TO RECEIVE NOTICES:

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____



INDUSTRY FORUM

5177 Brandin Court
Fremont, CA 94538, USA
www.vr-if.org

The Member agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership. Any claim or dispute arising under or relating to this Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

VR INDUSTRY FORUM, INC.

[MEMBER] _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____