

**LUMIAN FOUNDATION**  
**PARTICIPATION AGREEMENT**

MEMBERSHIP CLASSIFICATION (Select One)	ANNUAL MEMBERSHIP FEE
____ <b>SPONSOR<sup>1</sup> MEMBER</b>	<p><b>US\$ 5,000.00</b> (<i>Sponsor without a <u>Director Fee</u></i>)</p> <p><b>US\$ 20,000.00</b> (<i>Sponsor with a <u>Director Fee</u>: fee applicable only when a Sponsor Member's employee serves as a Director on the Lumian Foundation Board of Directors.</i>)</p>
____ <b>CREATOR<sup>2</sup> MEMBER</b>	<p><b>US\$ 4,000.00</b></p> <p><i>(The Annual Membership Fee for the 1<sup>st</sup> year fee for current Members of the SunSpec Alliance who join the Lumian Foundation as a Creator Member prior to September 1, 2021 is US\$1,000.00. After the first year the Annual Membership Fee reverts back to the fee listed above that is otherwise generally applicable.)</i></p>
____ <b>ADOPTER<sup>3</sup> MEMBER</b>	<b>US\$ 1,000.00</b>

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 Lumian Foundation ("Lumian Foundation"), adopts that are applicable to participation in Lumian Foundation at the Membership Classifications listed above and as described in the Bylaws. Copies of the Organizational Documents are available for review upon request to Lumian Foundation or on the Lumian Foundation website. In addition, applicant Company hereby grants to the Lumian Foundation the right to reproduce, use and display applicant Company's company name and logo on the Lumian Foundation website and in press or other public collateral regarding applicant Company's membership in Lumian Foundation; provided that, Lumian Foundation will make reasonable efforts to use and display logo of applicant Company pursuant to logo guidelines of applicant Company, or pursuant to requests provided by applicant Company.

In connection with an application to become a Member, a Company may be permitted up to thirty (30) days to review any previously adopted Final Specifications for Necessary Claims (the "Prospective Member Review"). The defined terms "Necessary Claims," "Final Specifications" and "Review Period" used herein shall have the meaning ascribed to them in the Intellectual Property Rights Policy. The Company will be required to enter into such confidentiality or nondisclosure agreements as the Foundation may determine necessary prior to participation in any Prospective Member Review. In the event a Prospective Member Review has been granted, then the Company will become a Member and will be bound by all the terms of the Organizational Documents, Policies and Procedures, including but not limited to the licensing obligations contained in the Intellectual Property Rights Policy related to the Final Specifications of the Foundation only upon the occurrence of the following: (i) the Company has executed this Participation Agreement, (ii) the Company has paid to the Foundation any dues specified herein, and (iii) either the thirty-day (30) period of the Prospective Member Review has expired, or the Company has provided written notice to the Foundation that it elects to end the Prospective Member Review earlier. If the Company has requested a Prospective Member Review during a Review Period for a Draft Specification of the Foundation then the Company will have the option to either (x) wait until the IP Review period has ended to request such a Prospective Member Review, or (y) join without conducting a Prospective Member Review. No Prospective Member Review Period will be extended for a Member joining the Foundation during a Review Period and all of the provisions of the Intellectual Property Rights Policy apply to such new Member as if the new Member had been a Member for the entire Review Period.

<sup>1</sup> Participation at Sponsor Membership Classification is subject to Section 14.1 of the Bylaws.

<sup>2</sup> Participation at Creator Membership Classification is subject to Section 14.2 of the Bylaws.

<sup>3</sup> Participation at Adopter Membership Classification is subject to Section 14.3 of the Bylaws.

Membership Fees. The term of participation in Lumian Foundation for each Membership Classification described above shall be on a year-to-year basis, expiring on the 365<sup>th</sup> day from the date of acceptance of this application (“**Renewal Date**”). Lumian Foundation will invoice the applicable 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 Lumian Foundation at the Membership Classification selected.

Director Fees. When an employee of a Sponsor Member serves as a Director on the Board, such Sponsor Member, in addition to its then-current annual Membership Fee, must also pay the then-current Director Fee listed above within thirty (30) days following the initial election or appointment of its employee to the Board of Directors, and annually thereafter within thirty (30) days following the Annual Meeting of Lumian Foundation for so long as the Sponsor Member’s employee serves on the Board of Directors.

Failure to make a timely renewal payment, or Director Fee (when applicable), 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, including any Director 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. The Board may modify the annual dues for a Membership Classification, including the renewal fees for any Membership Classification.

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 CONTACT AND SIGNATURE**

<b>Company Name:</b> _____					
<b>Primary Contact Name:</b> _____					
<b>Title of Primary Contact:</b> _____					
<b>Address:</b> _____					
Street/Building	City/Town	State/Province	Postal Code	Country	
<b>Phone:</b> _____					
(Including country code)					
<b>E-mail:</b> _____			<b>Web Page URL:</b> _____		
<b>Authorized Representative Signature:</b> _____					<b>Date:</b> _____
<b>Signatory Name/Title:</b> _____					

**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:

*“Lumian Foundation”*

Request wire transfer instructions by sending email to membership@lumian.org.

**Lumian Foundation**

[Attn: \_\_\_\_\_]

[Address]

[Address]

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

**ADDITIONAL COMPANY INFORMATION**

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

**Acceptance:**

This Participation Agreement is accepted as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Lumian Foundation,  
*an Oregon Nonprofit Corporation*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_