

## **NORDIX FOUNDATION SILVER MEMBER AGREEMENT**

This Silver Member Agreement (“Agreement”) between the entity identified in the signature block below (“Member”) and Nordix Foundation (the “Foundation”) governs the rights and obligations as a Silver Member of the Foundation and is effective on the date that both parties execute the Agreement. The parties agree as follows:

1. Rights. The rights and obligations of the Member are defined in the Certificate of Incorporation and Bylaws (including policies which are exhibits to the bylaws, including the Trademark Policy) of the Foundation located at [www.nordix.org/legal](http://www.nordix.org/legal) on the date that the Member submitted the Silver Member Application (“Application”), as they may be amended from time to time (the “Policies”). Changes to the Policies shall be effective when posted at the Foundation website.

2. Member Obligations.

(a) The Member will provide complete and accurate information on the Application on the date of submission. The Member will continue to update such information to ensure that it remains complete and accurate. In particular, the Member will promptly update any change in its Affiliate status as defined in the Bylaws and its email contact address.

(b) The Member will comply with the obligations of Silver Members in the Foundation Policies;

(c) The Member will regularly check the Foundation Policies to ensure that it understands its obligations;

(d) The Member consents to making available to the public its name. In addition, the Member consents to the use of other information in the Application as provided in the Bylaws; and

(e) The Member consents to communication by electronic means to its email contact address.

3. Payment Obligations.

(a) The Member will pay membership fees as calculated below (“Membership Fees”) within forty-five (45) days of receiving an invoice from the Foundation. The Foundation will not issue such an invoice more than fifteen days prior to (i) the first date of the 2018 term or (ii) January 1 of any calendar year during the initial term or renewal term.

(b) (i) The Membership Fees for the initial term shall be equal to Twenty Thousand Swedish Krona (20,000 SEK) for each calendar year (except for 2018 which will be as set forth below). Founding Members are the list of Members who join the Foundation by July 1, 2018. The Founding Members shall pay the following amount for the Membership Fee for 2018 which shall be 20,000 SEK pro rated from the effective date of this Agreement for the remaining part of the calendar year through December 31, 2018. This payment shall be due within forty five days after the effective date of this Agreement. After the payment of the Membership Fee for 2018, the Membership Fee for each of the following calendar years during the initial term shall be due on or before January 31 of such calendar year.

(ii) The Member will pay the Twenty Thousand Swedish Krona (20,000 SEK) of Membership Fees for each calendar year during the renewal term no later than January 31 of such calendar year.

(c) If the Membership Fees are not paid when due, the Foundation may charge a late fee to the Member of one percent (1%) for each thirty (30) day period of delay.

(d) The Membership Fees for an initial term or renewal term are not refundable except as provided in Subsection 3(e) below, or unless termination is by the Board of Directors as provided in Section 4(d) or the Member terminates this Agreement based on a material change in the mission of the Foundation as provided in Section 4(e). In such case, the Foundation shall refund to the Member within sixty (60) days of the effective date of the termination the pro rata amount for the remaining calendar year during which the termination is

effective. In addition, the obligation of the prior Member to pay Membership Fees in the future calendar years in the initial term or renewal terms shall terminate.

(e) The Executive Director may require a Member admitted to fill a vacancy to pay dues pro rata for the remaining part of the calendar year in which the new Member is admitted as provided in the Bylaws and shall use the payments by the new Member to refund to the prior Member the pro rata amount paid by such new Member for such calendar year. The admission of a new Member shall terminate the obligation of the prior Member to pay Membership Fees for future calendar years during the initial or renewal term.

(f) The Board of Directors may adjust the amount or means of calculating the Membership Fees for all Silver Members from time to time, provided that such adjustments may not be made more often than once per twelve (12) months. Any modified fee will be effective for Member for the renewal term that begins one hundred and eighty (180) days or more after the date on which the Board adopts the adjustment.

4. Term and Termination.

(a) The initial term for the Founding Silver Members shall terminate on December 31, 2018.

(b) The initial term for Members who are not Founding Members shall commence on the date set forth in the Bylaws and shall terminate as provided in the Bylaws.

(c) Upon expiration of the initial term, the Member shall give notice of renewal as provided in the Bylaws and the period of the renewal term shall be three calendar years.

(d) The Board of Directors, by a vote of two thirds of Board of Directors who are currently serving, may terminate Agreement for the action of the Member to take action or make statements adverse to the Foundation. The Secretary shall give written notice to the Member of the decision and the termination shall be effective on the receipt of such notice.

(e) The Member may terminate the Agreement if the Foundation materially changes its goals. The Member shall give notice of the termination to the Executive Director. The termination shall be effective on the receipt of such notice by the Foundation.

(f) In addition, the Agreement may be terminated as provided in the Bylaws.

5. Marketing Programs. Silver Members will have access to commercial use logo marketing programs at no additional cost.

6. Miscellaneous. Capitalized terms used in this Agreement and not defined in this Agreement shall have the meaning given in the Bylaws. Sections 3 shall survive expiration or termination of this Agreement. This Agreement is governed by the laws of the State of Delaware, but not including its conflict of law principles. This Agreement may not be transferred to any other party, whether by operation of law or otherwise. This Agreement (including the Application and Policies) constitutes the entire agreement between the parties concerning membership in the Foundation and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, extension or waiver of or under this Agreement is valid unless it is made in a writing which identifies itself as an amendment to this Agreement and that writing is signed by an authorized representative of each party. No waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

Name of Silver Member: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Title:

Date:

Signature: \_\_\_\_\_

Name:

Title:

Date:

Nordix Foundation

Signature: \_\_\_\_\_

Name:

Title:

Date: