

HDMI Forum, Inc.
Participation Agreement

By the signature of its authorized representative below, the undersigned (“Applicant”), including its Affiliates, as defined in the HDMI Forum Bylaws (“Bylaws”), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy (collectively, “Organizational Documents”) of the HDMI Forum, Inc. (“HDMI Forum”), any amendments thereto, and the terms of any future policies and/or procedures that are adopted by the HDMI Forum pursuant to the Bylaws as may apply to the membership stated in the Bylaws, during the term hereof, subject to the provisions for termination below. Copies of the HDMI Forum’s Organizational Documents are available for review at the website of HDMI Forum. Applicant is encouraged to review these materials prior to the execution of this Agreement. Unless otherwise defined, all capitalized terms used in this Participation Agreement shall have the same meaning as those defined respectively in the Bylaws.

A Member may resign at any time by notice in writing directed to the Administrator. Upon termination the ex-Member's rights and obligations under the Bylaws shall cease, except that any obligation as a Member which accrued before such termination, including, but not limited to the obligation of non-assertion covenant and the licenses granted by such ex-Member (and its Affiliates) under the IPR Policy (but only within the scope as set forth in the Section 7 of the IPR Policy), and the obligations of confidentiality under Section 10.9 of the Bylaws shall remain in full force and effect and survive its termination. The obligation to pay annual Membership Fees (as defined in the Bylaws) is incurred on signature hereof and such fees are non-refundable.

If, after the date hereof, the Bylaws are adopted which limit the right of resignation or substantially change the consequences of termination described above, the Applicant shall nevertheless be entitled to resign on these terms within thirty (30) days of receiving actual notice of the change to the Bylaws.

No Participation Agreement is binding on the HDMI Forum unless accompanied by the Membership Fee of fifteen thousand US Dollars (US\$15,000.00) (which fee is payable within thirty (30) days from acceptance hereof). Membership in the HDMI Forum is open to any entity which is supportive of HDMI Forum’s Purposes as defined in the Bylaws, has executed the Participation Agreement, and paid the appropriate fees. By signing below, the individual executing this Participation 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 by the HDMI Forum. Annually, the HDMI Forum will invoice the then-current renewal fee to Applicant ninety (90) days prior to the expiration of the pending term and Applicant’s payment thereof shall constitute a renewal of membership as a Member, as defined in the Bylaws. Failure to make any timely

Membership payments shall be cause for termination of Membership and Member benefits.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Applicant's representative designated below at the address set forth below or to such addresses as such Applicant's representative may later specify by written notice to the Administrator, or if notice is to the Administrator then in writing and sent to the Administrator's address included herein and such notice to be effective upon receipt by Administrator. If the Applicant's representative set forth below does not update his or her contact information then the Applicant 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 Applicant's representative.

NAME OF APPLICANT'S REPRESENTATIVE

DESIGNATED TO RECEIVE NOTICES: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER: _____

The undersigned 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 Participation Agreement shall be governed by the internal substantive laws of the State of Delaware, 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: _____	_____

*Payments may be made by check or wire transfer payable to the order of the “HDMI Forum”

Please briefly describe the services or products sold or provided by your Company.

Acceptance:

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

HDMI Forum, Inc.

A Delaware Non-profit Corporation

By: _____

Name: _____

Title: _____

Mail payment along with this completed form to:

**HDMI Forum, Inc
c/o Administrator**

Address: 3855 SW 153rd Drive
Beaverton, OR 97003
USA

Tel: +1-503-619-0861

Fax: +1-503-644-6708