Z-Wave Alliance Inc. ("Z-Wave Alliance")
Membership and Application Agreement

Please complete and submit this Membership Application Agreement ("Agreement") to Z-Wave Alliance. If, for any reason, your organization prevents you from signing this Agreement electronically, then you may print, sign, and mail the completed agreement to Z-Wave Alliance at 2603 Camino Ramon, Suite 200, San Ramon, CA 94583, USA. Upon acceptance of your Agreement by Z-Wave Alliance, you will receive an invoice. Membership rights and privileges will not commence until payment in full of membership fees have been received by Z-Wave Alliance.

Name of Applicant Company: _____

Address of Applicant Company: _____

_____

Brands owned by Applicant Company (list all)**:** _____

_____

Business Contact Name: _____

Phone No: _____

E-Mail: _____

All legal and financial notices from Z-Wave Alliance to the member will be sent to this e-mail address unless the member directs otherwise

Technical Contact Name: _____

Phone No: _____

E Mail: _____

All technical notices from Z-Wave Alliance to the member will be sent to this e-mail address unless the member directs otherwise

Billing Contact Name:
(if different than Business contact) _____

Phone No: _____

E Mail: _____

Marketing Contact Name:
(if different than Business contact) _____

Phone No: _____

E Mail: _____

Please select the appropriate Membership class:

	Membership Class	Annual Dues
	Principal – Including Appointed Director*	$85,000 plus one-time $30,000
	Contributor**	$7,500
	Affiliate	$2,500
	Installer/Reseller	$200
	Individual Academic	$100
	Individual	$1,500
	Accelerator Member***	$ 2,500 1st Year (Year 2 $5,000 Year 3 $7,500

*Principal Director seats must be approved by the Board of Directors

**Manufacturer Members must also pay a Manufacturer's ID (MID) fee of $7,500. If a Manufacturer Member requires more than two MIDs, and additional fee of $7,500 per MID will be required.

***Accelerator Membership: Additional requirements apply

If you are a Related Company, as defined in the Bylaws, of an existing member of Z-Wave Alliance, you may be eligible (with the consent of that company) to receive a free or discounted membership for so long as that Related Company remains a member in good standing. Individual Academic and Individual

Members are also eligible for fee waivers or discounts upon approval by the Board of Directors. For more details, contact help@z-wavealliance.org.

Are you seeking a waiver or discount in relation to a Related Company of yours that is already a Z-Wave Alliance Member?

☐ Yes. If yes, what is its name: _____

If you are seeking a fee discount or waiver as an Individual Academic or Individual Member, please attach an explanation of why your request should be granted. Requests for waivers and discounts are only granted under appropriate circumstances.

Please check "Yes" below if the applicant is publicly traded or subject to public company reporting requirements.

☐ Yes.

By signing below, the applicant acknowledges and agrees that, when signed and accepted by Z-Wave Alliance, this application represents a binding contract between the parties and commits the applicant to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors and (ii) comply with all the terms and conditions of Z-Wave Alliance's Certificate of Incorporation, Bylaws, Intellectual Property Rights Policy, (the applicant hereby acknowledging access to the foregoing documents), each as from time to time amended, and such additional rules and policies as the Board of Directors and/or committees may from time to time adopt. The applicant certifies that it meets the conditions of Membership specified in the Bylaws.

By signing below, the applicant further acknowledges and agrees that (a) the applicant has received, read and understands the Z-Wave Alliance Sanctions and Export Control Policy (the "Policy"), (b) neither the applicant nor any of its owners is a "Blocked Party" for purposes of the Policy, (c) Appendix A hereto includes the applicant's "Company Ownership Information" (as defined therein), (d) to the extent the applicant provides to Z-Wave Alliance for sanctions screening in connection with the Policy any personal information of its individual owners or representatives, the applicant is authorized provide such information for such purpose, and (e) its Z-Wave Alliance membership may be suspended or terminated without refund at any time if Z-Wave Alliance determines in its discretion or is advised by counsel or any governmental authority that continued membership may cause Z-Wave Alliance or any of its members to be in violation of any applicable trade sanctions or export laws or regulations.

Z-Wave Alliance may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended, which requires disclosure of the names of all members of Z-Wave Alliance. Accordingly, the undersigned hereby appoints such person who shall be the Executive Director or Chairperson of Z-Wave Alliance, or any person designated by either officer, as the undersigned's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the undersigned's membership in Z-Wave Alliance, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of Z-Wave Alliance and on behalf of the undersigned as a member of Z-Wave Alliance indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of Z-Wave Alliance and on behalf of the undersigned as a member of Z-Wave Alliance, and (4) authorize and direct other officers of, and/or counsel to Z-Wave Alliance, to do any of the foregoing acts. Z-Wave Alliance will forward to the undersigned any notifications that it receives which are other than normal confirmations of filings and other administrative notices relating to all members.

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Applicant Authorization:	Accepted:
_____ (Print Applicant Company Full Legal Name)	Z-Wave Alliance Inc.
By:_____ (signature of authorized representative)	By:_____
Name:_____ (name of authorized representative)	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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(If applicable) Member Related Company Authorization:

By signing below, the Member Company acknowledges that the Applicant is a Related Company to it. Check one:

☐ Voting rights will remain with the Member Company
☐ I am reassigning the voting rights to the Applicant.

Member Related Company Full Legal Name:_____

By:_____ Date: _____
(Signature of authorized representative)
Name:_____ Title: _____

Return the signed agreement to: help@z-wavealliance.org

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Appendix A

Company Ownership Information

Please provide the Company Ownership Information (defined below) for Applicant Company either in the space provided below or as an attachment hereto:

For purposes hereof, "Company Ownership Information" means:

(a) if Applicant Company is **NOT** publicly traded or subject to public company reporting requirements, a list of the legal names, addresses and ownership percentages of all individuals and entities that, either directly or indirectly, hold at least 5% of all outstanding shares, stock or other ownership interests in Applicant Company; or

(b) if Applicant Company **IS** publicly traded or subject to public company reporting requirements, a copy of or link to Applicant Company's most recent annual report (or similar document) containing the ownership information described in (a) above.

Company Ownership Information: