



Your Invitation to Join the *Near Field Communication Forum*

Overview

The Near Field Communication (NFC) Forum, launched in 2004 by a group of innovative technology companies, is a global standards development and advocacy group dedicated to advancing Near Field Communication technology, educating the public about its benefits, and furthering its implementation around the world.

The NFC Forum will promote Near Field Communication through open specification development, interoperability testing and compliance facilities, and publicizing the value of Near Field Communication products and services.

The Forum will carry out its work primarily through focused committees of members covering its various areas of interest.

Structure

The NFC Forum is a not-for-profit membership organization incorporated in the State of Delaware in the United States, and it plans to seek exemption from taxation under IRC Section 501(c)(6). The organization is led by a Board of Directors (as defined hereinafter) that is appointed by the Sponsor Members, and a slate of officers that is elected by the Board of Directors. The board governs the direction of the Forum and is chartered with helping the organization's officers fulfill its mission and with seeing that the Forum operates in the best interests of its members and according to its Bylaws.

Membership

The NFC Forum has four levels of paid membership, with associated dues levels and privileges:

- Sponsor (annual dues \$50,000)
- Principal (annual dues \$25,000)
- Associate (annual dues \$10,000)
- Non-profit (annual dues \$1,000)

The Forum may also invite the complimentary participation of other industry associations with compatible technical interests.

Questions?

For more information, please call +1 781-876-8955 or send email to info@nfc-forum.org.



A Closer Look at NFC Forum Membership

All Members Are Entitled to:

- Receive one copy of all Forum deliverables without charge
- Access Forum research and other resources, including the NFC Forum Members Community Web site
- Attend all plenary meetings of the Forum
- A listing and link on Forum Web site
- Use NFC Forum logo on own Web site to indicate membership

Sponsor Member Benefits and Privileges:

Sponsor Members (annual dues \$50,000) are those committed and involved companies seeking the most influence over the future of the NFC Forum and its deliverables. Sponsors are also entitled to:

- A Board of Directors seat
- Appoint one voting representative to each committee, sub-group and working group
- Designate individuals to:
 - Run for positions as officers of the corporation
 - Run for positions to lead committees or working groups
- Propose initiatives and contribute to the development of Forum deliverables

(Note: the total number of sponsor members is limited.)

Principal Member Benefits and Privileges:

Principal Members (annual dues \$25,000), companies seeking a strategic level of participation and influence, are entitled to:

- Appoint one voting representative to each member committee, sub-group and working group (subject to limitations established by the Board)
- Designate individuals to run for positions to lead committees or working groups
- Propose initiatives and contribute to the development of Forum deliverables

Associate Member Benefits and Privileges:

Associate Members (annual dues \$10,000), companies who want to monitor NFC Forum activities and participate in working groups, but do not influence the Forum's technical direction, are entitled to:

- Appoint non-voting representatives to each working group (subject to limitations established by the Board)

Non-profit Member Benefits and Privileges:

Non-profit Members (annual dues \$1,000) receive the same benefits as Associate Members. In order to join the NFC Forum as a Non-Profit Member, an applicant must be organized as a not-for-profit legal entity pursuant to applicable law and provide the NFC Forum with appropriate evidence of such legal status upon request.

If you are interested in joining the NFC Forum, fill out the Membership Application that follows, and send it to the address below (either via fax or in hard copy) with your signature and payment.

NFC Forum
401 Edgewater Place, Suite 600
Wakefield, MA 01880 USA
phone: +1 781-876-8955
fax: +1 781-610-9864

Your application will be reviewed and you will be notified if accepted.



Membership Application

Please fill in all the information requested below and return the completed application to:

NFC Forum, Inc.
401 Edgewater Place, Suite 600
Wakefield, MA 01880, USA
phone: +1 781-876-8955
fax: +1 781-610-9864

Note that your Membership (as defined in the Bylaws of NFC Forum, Inc.) will not commence until we receive full payment of dues from you and confirm your eligibility.

1. Company Name: _____ (“the Applicant”)
(Exact name that should be listed on the NFC Forum, Inc.’s Web site)

2. Company Address & URL:

3. Representative(s) Contact Information:

Primary Contact: _____

Title _____

email address: _____

office/mobile phone #s: _____

Alternate Contact: _____

Title _____

email address: _____

office/mobile phone #s: _____

PR Contact _____

PR Title/Agency _____

email address: _____

office/mobile phone #s: _____



4. Membership Level (please tick as appropriate)

- | | |
|---|---|
| <input type="checkbox"/> Sponsor (\$50,000 annual dues) | <input type="checkbox"/> Principal (\$25,000 annual dues) |
| <input type="checkbox"/> Associate (\$10,000 annual dues) | <input type="checkbox"/> Non-profit (\$1,000 annual dues) |

Please note that the number of Sponsor Members is limited. Please check for availability of seats.

5. Payment Information (Payment is needed to activate Membership)

Purchase Order # _____ or Check # _____

Name, address to which invoice should be sent:

Phone: _____

6. Signatures: By signing below, the Applicant acknowledges and agrees that, when accepted by the NFC Forum, Inc. (“the Consortium”), this application represents a binding contract (“the Agreement”) between the Applicant and the Consortium and commits the Applicant to (i) payment of annual Membership dues and fees as determined from time to time by the Board of Directors of the Consortium (the “Board of Directors”) and (ii) comply with all the terms and conditions of the Consortium’s Certificate of Incorporation (the “Charter”) and Bylaws (the “Bylaws”), as from time to time in force (the Applicant hereby acknowledging receipt of current copies of these documents), and, except as otherwise provided in Section 7 below, such rules and policies as the Board of Directors and/or committees of the Consortium may from time to time adopt. The Applicant certifies that it meets the conditions of Membership specified in the Bylaws.

The Consortium and the Applicant acknowledge and agree that each Member (as defined in the Bylaws) is an intended third party beneficiary to the Agreement.

7. Intellectual Property Rights: The Applicant agrees to be bound by all such rules relating to intellectual property rights as may from time to time be provided in the Charter and/or Bylaws, as from time to time in force, and/or such rules and policies as the Board of Directors may from time to time adopt (the Applicant hereby acknowledging receipt of the current Intellectual Property Rights Policy of the Consortium); provided, however, that any provision in the Charter, Bylaws and/or any such rule or policy, and any amendment to any of the same, that may affect the intellectual property rights of a Member, shall only have prospective effect, and shall not take effect less than sixty (60) days after notice of such change has been sent to all Members of the Consortium. In the event of the resignation of the Applicant or the termination or expiration of the Applicant's Membership (including dissolution of the Consortium), all obligations incurred by the Applicant relating to intellectual property rights prior to the date of such resignation, termination or expiration shall continue in effect, to the extent such obligations are intended to or are expressly stated in the Charter, Bylaws and/or any such rule or policy to survive such resignation, termination or expiration.

Print Name: _____ Title: _____

Signature: _____ Date: _____

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NOTE: THIS APPLICATION WILL NOT BE ACCEPTED IN THE EVENT THAT THE APPLICANT HAS A STOCKHOLDER THAT OWNS, DIRECTLY OR INDIRECTLY, MORE THAN 50% OF THE VOTING RIGHTS IN THE APPLICANT (A "PARENT"), UNLESS THAT STOCKHOLDER COUNTERSIGNS (OR, IF SUCH STOCKHOLDER ALSO HAS A "PARENT", THEN THE ULTIMATE DIRECT OR INDIRECT "PARENT" OF THE APPLICANT MUST COUNTERSIGN) THIS APPLICATION IN THE SPACE PROVIDED BELOW. IN THE EVENT THAT A THIRD PARTY ACQUIRES, DIRECTLY OR INDIRECTLY, MORE THAN 50% OF THE VOTING RIGHTS IN THE APPLICANT, THE ENTITY SIGNING BELOW OR ANY INTERMEDIATE ENTITY, THEN SUCH THIRD PARTY MUST SUBMIT A COUNTERSIGNATURE BELOW IN ORDER FOR THE APPLICANT'S MEMBERSHIP TO REMAIN IN FORCE.

The undersigned hereby (i) acknowledges that it has read and understands the foregoing Agreement, (ii) certifies that it is the ultimate Parent of the Applicant, (iii) agrees, on its own behalf and on behalf of each of its affiliates and subsidiaries, to be bound by all of the terms of all rules, policies and provisions of the Consortium relating to intellectual property rights as may from time to time be in force, as if the Applicant, the undersigned and each affiliate and subsidiary of the undersigned were collectively a single Member of the Consortium, (iv) certifies that it is authorized by each of its affiliates and subsidiaries to bind such affiliates and subsidiaries in accordance with clause (iii) of this paragraph, and (v) commits to cause each of its affiliates and subsidiaries to act in compliance with the foregoing undertakings.

Company Name: _____

Company Address: _____

By: _____

Print Name: _____

Title: _____

Date: _____



Attachment 1: Sponsor Member Criteria and Questionnaire

Note: to be filled in by Applicants for Sponsor Membership only:

The Consortium strives to achieve fair representation and balance among Sponsor Members with respect to the regions of the world and the industry segments that are most relevant to the adoption of NFC technology.

Therefore, we seek leading companies in their industries to join as Sponsor Members, organizations that can significantly contribute to the NFC ecosystem by adopting the technology in their products and services, and by promoting the technology.

Because there are a limited number of Sponsor seats (a maximum of fifteen (15)), if there is more demand than open seats, we will select Sponsors based on the following criteria:

- Balance across industry segments and across different regions
- Balance in long- and short-term impact on the adoption of NFC
- Commitment to actively participate in the work of the Consortium

In order to allow us to achieve a fair judgment, please fill in your responses to the questions below and return this sheet with your Membership Application form. Please add more pages if you desire.

(1) Please tick the industry segment that is most relevant for your activities around NFC technology:

- | | |
|---|--|
| <input type="checkbox"/> Mobile telephone handset | <input type="checkbox"/> Payment or financial services |
| <input type="checkbox"/> Mobile telephone operator | <input type="checkbox"/> Semiconductors |
| <input type="checkbox"/> Computer electronics and computing | |

(2) Please describe briefly how your company intends to support the adoption and widespread use of NFC technology:

(3) Please describe your plans for active participation and contribution to the work of the Consortium:
