

**MEDIA CODING INDUSTRY FORUM, INC. (“MC-IF”)
MEMBER AGREEMENT**

By the signature of its authorized representative below, the undersigned (“Member,” including “Affiliates,”¹ as defined in the Bylaws) agrees to be bound by the terms of this member agreement (“Member Agreement”), as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, Antitrust Guidelines, and Intellectual Property Rights Policy of MC-IF, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors pursuant to the Bylaws (collectively, the “Organizational Documents”) as may apply to the Member’s then current membership classification as set forth in the Bylaws. Copies of the Organizational Documents are available for review at the MC-IF website. ***Capitalized terms used herein but not otherwise defined shall have the meanings assigned thereto in the Organizational Documents.***

Member class and associated annual membership fee (*select one*):

- Regular USD \$8,500 (\$9,500 beginning January 1, 2020)
- Small Entity USD \$1,000 (\$2,500 beginning January 1, 2020)

(Small Entity Members have annual revenue less than USD\$5 million)

At the one year anniversary of membership, MC-IF will invoice the then current membership renewal fee to Member ninety (90) days prior to the expiration of the Member’s membership term and Member’s payment thereof shall constitute a renewal of membership as a Member. Failure to make a timely renewal payment shall be cause for termination of membership and Member benefits. In accordance with Section 4.4. of the Bylaws, MC-IF may change the annual membership fee from time to time.

This Member Agreement is non-binding on MC-IF unless accompanied by the membership fee for the selected member class set forth above. Membership in MC-IF is generally open to any entity that meets the Membership Qualifications contained in Section 4.2 of the Bylaws.

This Member Agreement must be signed by a representative of the Member that is authorized to commit the Member to all of the terms of this Member Agreement. By signing this Member Agreement, the Member hereby represents and warrants that the person signing this Member Agreement has been so authorized, has read and understood this Member Agreement and all other Organizational Documents, and has sought or waived the right to seek legal counsel prior to executing this Agreement.

¹ In the event that Member desires to exempt one or more Affiliates from its Membership in MC-IF, such Member may designate the legal corporate entities that are exempted in writing by attaching a list of such legal entities to this Membership Agreement (the “Affiliate Exemption List”), to be countersigned by MC-IF, and may update such Affiliate Exemption List from time to time by written notice to the Executive Director or the President of MC-IF. MC-IF shall post to the public website of MC-IF the Member company, and such Affiliate Exemption List (if any), as updated from time to time by Member.

Member hereby agrees to participate in good faith with other Members in support of MC-IF's Purposes.

Member represents and warrants that this Member Agreement is being entered into for the benefit of Member and MC-IF and not for the benefit of any third party. Similarly, Member agrees that it will not assert rights under any agreement between MC-IF and any other Member that apply the subject matter of this Member Agreement or the Organizational Documents unless such agreement provides by its express terms that Member is an intended beneficiary of that agreement.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Member's representative designated below at the address or email set forth below or to such addresses as such Member's representative may later specify by written notice to MC-IF. If the Member's representative set forth below does not update his or her contact information then the Member waives any right to receive a notice that is sent to the wrong person, address, or email, provided such notice was sent to the address on record provided by the Member's representative.

NAME OF MEMBER'S REPRESENTATIVE DESIGNATED TO RECEIVE NOTICES:

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

The Member 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 Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

MEDIA CODING INDUSTRY FORUM, INC. **MEMBER:** _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____