

AXIe Consortium, Inc. ("AXIe")

Membership Application

Please complete and submit a copy of this application to AXIe, together with the appropriate membership fee (as calculated below) or a request for invoice, if required by your organization. Membership rights and privileges will not commence until payment in full of membership fees has been received by AXIe.*

Company Name of Applicant: _____

Address of Applicant: _____

Business Contact: _____

Phone No: _____

Fax No.: _____

E-Mail: _____

(all legal and financial notices from AXIe to the applicant will be sent to this e-mail address unless the applicant directs otherwise)

Technical Contact: _____

Phone No: _____

Fax No.: _____

E-Mail: _____

(all technical notices from AXIe to the applicant will be sent to this e-mail address unless the applicant directs otherwise)

Please select the appropriate Membership class, referring to the attached fee schedule.

Class	Annual Membership Dues
_____ Strategic Member (Board membership and voting privileges)	\$15,000
_____ Participating Member (technical voting privileges)	\$10,000

_____	Advisory Member (technical participant, no voting)	\$5,000
_____	Consultant Member (For consulting companies; technical participant, no voting)	\$1,000
_____	University/Research Member (For universities or research institutes; technical participant, no voting)	\$500

By signing below, the applicant acknowledges and agrees that, when signed and accepted by AXIe, 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 AXIe's Bylaws (a copy of this document may be downloaded from the website) and such 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 this application, new members verify their support of the AXIe Purpose (stated in the AXIe's Bylaws). Additionally, Strategic and Participating members confirm their intention to build AXIe products.

AXIe 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 AXIe. Accordingly, the undersigned hereby appoints such person who shall be the Executive Director or Chairperson or acting Executive Director or Chairperson of AXIe 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 AXIe, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of AXIe and on behalf of the undersigned as a member of AXIe indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the National Cooperative Research and Production Act on behalf of AXIe and on behalf of the undersigned as a member of AXIe, and (4) authorize and direct other officers of, and/or counsel to AXIe, to do any of the foregoing acts. AXIe 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.

Applicant Authorization:

Accepted:

(Print Applicant Name)

AXIe Consortium, Inc.

By: _____
(signature)

Name: _____

Title: _____

Date: _____

By: _____

Robert Helsel

Executive Director, AXIe Consortium

Date: _____

Please FAX, mail, or email completed application to:

Robert Helsel
Executive Director
AXIe Consortium, Inc.
PO Box 1016
Niwot, CO 80544-1016

FAX: 303-652-1444
Phone: 303-652-1311

execdir@axiestandard.org

* Grace Period. If Applicant executes this Membership Agreement and complies with all other requirements for Membership, Applicant shall be admitted as an Member at the specified Membership level, with the privileges of such class, notwithstanding its failure to pay the applicable Annual Dues upon submission hereof; provided, however, that if Applicant fails to pay such fees within sixty (60) days of the execution hereof, Applicant shall forfeit all rights of Membership, including without limitation, its rights, if any, to nominate, appoint, or elect a Director, as applicable.