



Application form

By filling out this application form, I/We (the "**Applicant**") hereby apply for membership of the Company hereby agreeing to the **Rules and Procedures**, the **Competition Compliance and Intellectual Property Policy** and **Memorandum of Association** and the provisions set out in the **Schedule to the Application Form** (subject to amendment by the General Assembly, in their absolute discretion, according to the Company's Rules and Procedures). I/We acknowledge and agree that such Schedule (revised as necessary from time to time) shall form part of, and shall accordingly be incorporated in, this Application Form.

PLEASE NOTE that breach of any obligations contained in the company's Rules and Procedures, the Competition Compliance and Intellectual Property Policy, Memorandum of Association or the attached Schedule, revised as necessary from time to time, (including failure to pay any subscription fees) may result in suspension or termination of membership rights in accordance with the Company's Rules and Procedures.

Pursuant to the Company's Rules and Procedures, the Competition Compliance and Intellectual Property Policy, Memorandum of Association and corresponding to the Membership Schedule, I/We confirm that the Full membership dues in the attached Registration Information correspond to the Applicant's 's Balance Sheet Assets (in US\$) as represented by shareholders equity, based on the best estimate for the value at time of application and for Associate Members is set according to Applicant's total number of employees worldwide (See Table 1).

I/We confirm that we will transfer to you, in cleared funds for value or will otherwise make arrangements with you for the payment of, the full amount payable on application for membership (per the amount indicated in the invoice which will be sent following successful completion of the application) and that **this payment is required immediately to access membership benefits.**

Schedule to the MEF Application Form

Mobile Ecosystem Forum (the "Company")

1. Definitions

The words and expressions defined in the Company's Articles of Association (as amended from time to time) shall have the same meanings in this Schedule (as from time to time revised) and, in this Application Form;

1.1 **"Associated Parties"** means, in respect of any party, any members of that party's Group or any of that party's agents, representatives, professional advisers, employees, officers or directors;

1.2 **"Confidential Information"** means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to the Disclosing Party (including, without limitation, as to products and services, assets, customers, suppliers or employees) or the activities or objects of the Company, which may be supplied to or may otherwise come into the possession of the Receiving Party, whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associated Parties to be confidential;

1.3 **"Disclosing Party"** means the Company or Member (includes any member of the Company's or Member's Group) whose Confidential Information has been disclosed, supplied or has otherwise come into the possession of the Receiving Party;

1.4 **"Group"** means, in relation to any party, any company which is a subsidiary or holding company of that party and any company which is a subsidiary of such holding company ("holding company" and "subsidiary company" as defined in sections 736, 736A and 736B of the Companies Act 1985), save that, in respect of the Applicant and any Member, **"Group"** shall exclude any company which does not appear in the list of group companies provided by the Applicant or Member on the relevant Application Form; or

1.5 **"Receiving Party"** means any person to whom Confidential Information may be disclosed, supplied or into whose possession any Confidential Material has come; and includes any member of that person's Group.

2. Fees

Each person by whom, or on whose behalf, an application is made (including the Applicant and any members of the Applicant's Group referred to in the application) agrees and undertakes that:

2.1 Full Membership is set according to an applicant's Balance Sheet Assets (in US\$) as represented by shareholders equity, based on the best estimate for the value at time of application. Associate Membership is set according to applicant's company size represented by a number of employees worldwide at the time when the application is submitted.

Membership	Current Net Balance Sheet Assets (\$)	Annual Fee (£)¹
Full	\$10 million or higher	£8,000
Full	\$500,000 - \$10 million	£5,000
Full	Less than \$500,000	£3,000
Membership	Number of employees worldwide	Annual Fee (£)
Associate	More than 15 employees	£4,000
Associate	15 or less employees	£900

Table 1

2.2 Membership runs for an initial period of twelve months commencing from the date of application (the "Initial Year"), and will continue automatically for successive periods of twelve months (each a "Renewal Year") until Membership is terminated. Annual fees, which are non-refundable, are payable immediately on receipt of application for membership, and within 30 days of receipt of invoice for each Renewal Year.

2.3 Each Associate and Full Member is required to pay a deposit as calculated below together with the Membership fee for the Initial Year (the "3 month deposit"). Should notice of termination be served in accordance with 2.4 below, then the 3 month deposit will be returned to the Member after the expiry of the period of notice. Should the Member serve less than the three months' notice of termination specified in 2.4 below and such notice of termination is accepted by the Company at the sole discretion of the Company, then the Member will forfeit the 3 month deposit to the Company. For the avoidance of doubt, annual membership fees are not refundable, and are not connected to the forfeiting of any deposit.

Membership	Current Net Balance Sheet Assets (\$)	Full Member 3 month deposit (in £)
Full	\$10 million or higher	£2,000
Full	\$500,000 - \$10 million	£1,250
Full	Less than \$500,000	£750
Membership	Number of employees worldwide	Associate Member 3 month deposit (in £)
Associate	More than 15 employees	£1,000
Associate	15 or less employees	£225

Table 2

¹ Companies resident in the UK are subject to VAT charges.



2.4 A Membership may be terminated by written notice to the Company at least three (3) months prior to the commencement of a Renewal Year. Any change to a Member's balance sheet assets justifying a change in the amount of Membership fees payable must be notified to the Company at least three (3) months prior to the commencement of a Renewal Year.

2.5 If any sum is not paid on or before the due date under this Schedule, the Member shall pay the Company interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base lending rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. Additionally, the Company may recover any costs reasonably incurred in the recovery of any sum owed to it.

3. Competition Compliance and Intellectual Property Policy

See MEF Policies on www.mobileecosystemforum.com

4. English Law

The Applicant agrees and acknowledges that the obligations contained in the Application Form for membership are legally binding upon it, that they will be construed and interpreted in accordance with English law and that it irrevocably submits to the exclusive jurisdiction of the English courts to settle any disputes which may rise out of or in connection with the Application Form, (including the provisions of this Schedule, as from time to time revised) or otherwise in connection with its involvement in or with the Company.

5. Obligations Enforceable

The Applicant agrees and acknowledges that;

5.1 The obligations set out in this Application Form and Schedule are intended to be enforceable by and against and therefore between each member of the Company from to time and by the Company against each such member (as if and to the intent that such obligations were set out in the Company's Articles of Association); and

5.2 It will be bound by and will observe all the obligations set out in this Schedule, as from time to time revised or varied by the Directors of the Company in accordance with the Company's Articles of Association.

6. Joint Liability

If the Application Form is executed by more than one person, such Application Form shall apply to them jointly and severally to each of them.

7. Survival of Rights

The obligations contained in this Application Form in respect of confidentiality shall survive termination of membership howsoever arising.
