

COVESA
PARTICIPATION AGREEMENT – START-UP MEMBER
(REVISED 13 SEPTEMBER 2023)

PARTICIPATION CLASSIFICATION & ANNUAL MEMBERSHIP FEES:

START-UP ASSOCIATE MEMBER **\$2,000**

START-UP ASSOCIATE MEMBER PLUS **\$5,000**

This Participation Agreement applies to Start-Up Associate Members and Start-up Associate Members Plus (“**Start-up Members**”). Participation in COVESA as a Start-Up Member is available to entities that have been invited by a qualified, sponsoring Charter Member or Core Member of COVESA (the “**Sponsoring Member**”) and that meet the following eligibility requirements.

Membership Level	Number of FTE Employees	Sponsorship	Legal Entity	Prototype or Proof-of-Concept
Start-up Associate Member	Equivalent of 2-12 FTE Employees	Engaged in a business relationship with a sponsoring Charter or Core member OR sponsored by a COVESA-recognized Start-up Liaison Partner (e.g., Plug and Play)	Legal entity licensed to do business in its applicable state or country	Have or have plans to develop a demonstrable prototype or proof-of-concept that could have application in connected vehicle contexts
Start-up Associate Member PLUS	Equivalent of 13-50 FTE Employees	Engaged in a business relationship with a sponsoring Charter or Core member OR a sponsored by a COVESA-recognized Start-up Liaison Partner (e.g., Plug and Play)	Legal entity licensed to do business in its applicable state or country	Have or have plans to develop a demonstrable prototype or proof-of-concept that could have application in connected vehicle contexts

Eligible applicants must execute this Participation Agreement and pay the specified membership fee in full annually. By signing below, the individual executing this Participation Agreement on behalf of applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking membership.

By the signature of its authorized representative below, the Start-Up Member, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof as well as the terms and conditions stated in the Articles of Incorporation and Bylaws (“**Organizational Documents**”) of COVESA. The Start-Up Member will receive rights and benefits of membership in COVESA as defined in the COVESA Membership Benefits listed on the COVESA website. Copies of COVESA Organizational Documents are available for review at www.covesa.global. The applicant is encouraged to review these materials prior to the execution of this Participation Agreement.

The term of membership as a Start-Up Member is one year, expiring on the 365th day from the date of acceptance of this Participation Agreement. Upon successful completion of the one-year term, as exclusively determined by the Sponsoring Member, the Start-Up Member may become eligible for a second year membership subject to the aforementioned eligibility requirements and applicable fees. If at the end of any term of membership, the Start-up Member no longer

meets the aforementioned eligibility requirements, it may apply as an Associate Member, Core Member, or Charter Member of COVESA as set forth in the Bylaws. Alternatively, at the expiration of any term of membership, if the Start-Up Member does not qualify for continued membership as a Start-Up Member and does not apply for membership as an Associate Member, Core Member, or Charter Member of COVESA, then the Start-Up Member's membership and benefits in COVESA terminate immediately.

This Participation Agreement is binding on COVESA when accompanied by the membership fee as noted above or paid in full within forty five (45) days from acceptance. The undersigned agrees that once accepted by COVESA, all membership fees are nonrefundable for any reason, including termination of membership by the Start-Up Member. There is no duty to renew or apply for any membership after the expiration of the Start-Up Member's one-year term. Payments may be made by check or wire transfer payable to the order of "COVESA." COVESA reserves the right to limit the number of eligible Start-Up Members based on its sole discretion, including the availability of sponsorship support.

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

NAME OF START-UP MEMBER'S REPRESENTATIVE

DESIGNATED TO RECEIVE NOTICES: _____

ADDRESS _____

EMAIL: _____

TELEPHONE NUMBER: _____

All personally identifiable information and other information collected by Alliance from Member's representatives through Alliance's website (located at <https://covesa.global/> as of the date of acceptance of this Participation Agreement by Alliance) or otherwise are subject to Alliance's website privacy statement. This includes, but is not limited to, all personally identifiable information and other information required to register for an account through the website and otherwise use the website and other Alliance tools, all information collected in this Participation Agreement, and all other personally identifiable information and other information collected by Alliance from Member's representatives. Alliance's website privacy statement is located at <https://covesa.global/privacy-policy> as of the date of acceptance of this Participation Agreement by Alliance. Member agrees to inform all Member representatives that if they use the Alliance website or otherwise provide their information to Alliance, all such information will be collected, processed, used, and stored in accordance with Alliance's then-current website privacy statement.

Any claim or dispute arising under or relating to this Participation Agreement shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

Company Name:	_____	Date:	_____
Contact Name:	_____		
	(Name/Title)		
Company Address:	_____		

Telephone Number:	_____	Fax Number:	_____
	(Please Include Country Code where appropriate)		
Email Address:	_____	Web Page URL:	_____
Signature:	_____	Date:	_____
Name/Title:	_____		_____

Please indicate your Sponsoring Member organizational name and provide the name and email address of the individual from that Sponsoring Member who is committing to sponsor your company as a Start-up Member.

Please briefly describe the services or products sold or provided by your company.

Acceptance:

This Participation Agreement is accepted as of this ____ day of _____, 202_.

COVESA
An Oregon Mutual Benefit Corporation

By: _____
Name: _____
Its: _____

Mail payment along with this completed form to:

COVESA
c/o COVESA Administration
5000 Executive Parkway, Suite 302
San Ramon, CA 94583, USA
help@covesa.global