

MERCURY CONSORTIUM



Membership Application

Please complete and submit two copies of this application to Mercury Consortium, 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 Mercury Consortium.

Name of Applicant: _____

Address of Applicant: _____

Business Contact: _____

Phone No: _____ E Mail: _____

All legal and financial notices from Mercury Consortium to the applicant will be sent to this e-mail address unless the applicant directs otherwise.

Technical Contact: _____

Phone No: _____ E Mail: _____

All technical notices from Mercury Consortium to the applicant will be sent to this e-mail address unless the applicant directs otherwise.

Please select your desired membership class and dues tier. Please select the appropriate Membership class and dues tier. In calculating the appropriate fee, "Revenues" refers to the total amount of your consolidated revenues as of the end of your last fiscal year of you and your direct and indirect subsidiaries.

Class	Revenues	Dues
Full Member		
_____	Over \$1 Billion	\$50,000
_____	\$500 Million–\$1 Billion	\$40,000
_____	\$100–\$500 Million	\$25,000
_____	Under \$100 Million	\$10,000
_____	Non-Profit/Academic/Government*	\$10,000
Observer Member		
_____	Over \$1 Billion	\$30,000
_____	\$500 Million–\$1 Billion	\$20,000
_____	\$100–\$500 Million	\$15,000
_____	Under \$100 Million	\$5,000
_____	Non-Profit/Academic/Government*	\$5,000

[*Non-profit, University and government applicants may request a membership waiver, which may be granted at the discretion of the Board of Directors]

Commitments: By signing below, the applicant acknowledges and agrees that, when signed and accepted by Mercury Consortium, 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 Mercury Consortium’s Certificate of Incorporation, Bylaws and Intellectual Property Rights Policy (the applicant hereby acknowledging receipt of copies of these documents), each as from time to time amended, 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 [and that it has accurately stated its current consolidated revenue/employee count, if relevant, in calculating the fees payable with respect to the Membership class which it has selected above].

NOTE: Membership renews automatically unless Mercury Consortium receives notice of non-renewal no later than November 30 of the current membership year.

NCRPA: Mercury Consortium 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 applicants of Mercury Consortium. Accordingly, the undersigned hereby appoints such person who shall be the President or Chairperson or acting President or Chairperson of Mercury Consortium as the undersigned’s true and lawful attorney in fact solely for the following purposes, and authorizes him or her to (1) notify government agencies of the undersigned’s membership in Mercury Consortium, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of Mercury Consortium and on behalf of the undersigned as a applicant of Mercury Consortium indicating such membership, (3) receive notifications pursuant to the National Cooperative Research and Production Act on behalf of Mercury Consortium and on behalf of the undersigned as a applicant of Mercury Consortium, and (4) authorize and direct other officers of, and/or counsel to Mercury Consortium, to do any of the foregoing acts. Mercury Consortium 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 applicants.

Export Compliance: Applicant acknowledges that, as a global organization, Mercury Consortium members may be located in various countries, that Mercury Consortium may conduct activities in various countries subjecting it to their jurisdiction, and that Mercury Consortium, its applicants, and their respective activities in connection with Mercury Consortium may be subject to numerous governmental economic sanctions, export control laws, and related regulations under the laws of multiple countries and regions (e.g., the European Union and its Applicant States, the United Kingdom, Switzerland, and the United States) (collectively, “Sanctions and Export Laws”).

In order to help ensure compliance with applicable Sanctions and Export Laws, by signing below, Applicant represents and warrants that neither its acceptance as a member of Mercury Consortium nor its participation in any Mercury Consortium activity will cause Mercury Consortium to violate any Sanctions or Export Law.

APPLICANT AUTHORIZATION

(Print Applicant Name)

By:

(signature)

Name:

Title:

Date:

ACCEPTED

Mercury Consortium

By:

(signature)

Name:

Title:

Date: