Agreement No.:

INTELLIGENT TERMINAL MEMORY ASSOCIATION **Membership Agreement**

Party A: INTELLIGENT TERMINAL MEMORY ASSOCIATION LIMITED

Party B:

This Agreement is made and entered into by and between

**Party A: INTELLIGENT TERMINAL MEMORY ASSOCIATION LIMITED** (hereinafter referred to as the "Association"), a nonprofit industry standards association with its business office at Flat 3917, 39/F., Kin Wa House, Kin Ming Estate, Tseung Kwan O, N. T., Hong Kong, composed of enterprises and institutions from the terminal and memory industries, and focusing on (a) defining technical standards for intelligent terminal memory and (b) standardizing product promotions, and

**Party B:**

WHEREAS, Party B voluntarily applies to join Party A, and Party A undertakes that Party B is an (Executive , Senior or General) Member.

NOW, THEREFORE, in accordance with the principle of voluntariness and fairness, the two Parties reach the following agreement on their rights and obligations arising from Party B's joining of the Association:

**Article 1 Definitions**

**1.1. Effective Date** shall mean the later of the two (2) duly authorized representative signature dates below.

**1.2. Related Entities** shall mean, with respect to an entity, another entity that is directly or indirectly controlled by, directly or indirectly controls, or is in common control with such entity. For the purpose of these Articles, "control" shall mean (1) directly or indirectly holding more than fifty percent (50%) voting shares of an entity, or (2) directly or indirectly, by any means, holding more than fifty percent (50%) of the controlled entity's interest representing the right to make decisions for such entity. An entity is considered to be a Related Entities so long as such control exists.

**Article 2** Party B acknowledges that it has read and understood Party A's *Articles of INTELLIGENT TERMINAL MEMORY ASSOCIATION*, membership fee standards, and other policies, and hereby agrees to and shall abide by the aforesaid Articles and policies. Party A will provide its members with notice of any policy updates or supplements, and Party B may propose modifications on the basis of the privileges and benefits defined for its member class. Party B shall be bound by the updated or new policies that take effect.

**Article 3** If any confidential information is disclosed in writing, the information shall be marked as "CONFIDENTIAL" or with similar words, with the Discloser name and disclosure date. If the confidential information is initially disclosed orally or in other non-written forms, it shall be reduced to written form by the Discloser (including the Discloser name and disclosure date) and delivered to the recipient within thirty (30) days of the first oral disclosure. Party A shall not be liable for any loss caused by the use of the confidential information disclosed by Party B to Party A, provided that such information is used by other members of Party A in violation of any confidentiality obligations. Party B shall not disclose Party A's confidential information to any non-members before Party A discloses or agrees to disclose such information to the public.

**Article 4** Party B shall have an independent legal personality and engage in R&D, testing services, production and sales, standards establishment, promotion, or media services in the intelligent terminal or memory industry chains.

**Article 5** Party B shall complete the *INTELLIGENT TERMINAL MEMORY ASSOCIATION Membership Application* provided by Party A and submit the application to Party A. Party B undertakes that the application material it provides is accurate and authentic. Party B shall be liable in the event that it fails to enjoy the privileges and benefits as a member due to any false or inauthentic material it provides.

**Article 6** Party B shall only apply for General, Senior or Executive Membership when first joining the Association. Party A shall provide a reply within five (5) business days of receiving a General Membership and Senior Membership application, and within fifteen (15) business days of receiving an Executive Membership application.

**Article 7** Party B, if first joining as an Executive Member, shall automatically become a Board Member subsequent to its Delegate's election as a Director on the Association's Board and the Association Secretariat's announcement of the election result, and enjoy corresponding privileges and benefits during its Delegate's term of office, with no new membership agreement signing required.

**Article 8** Party B shall submit to Party A ,if member class change application for changing from an Executive Member to a Senior ,General Member or vice versa.

**Article 9** In the event that Party B changes from a Board Member to another member class, or from an Executive Member to a Senior or General Member, Party A shall not refund the difference between the membership fees for the year when such a change takes place.

**Article 10** In the event that Party B changes from a General Member to a Senior or Executive Member, or from an Executive Member to a Board Member, Party B shall pay for the difference between the membership fees for the year when such a change takes place.

**Article 11** Upon joining as a member of Party A, Party B shall pay the membership fee in accordance with the provisions released by Party A's Secretariat. Party A may adjust the membership fees as it sees fit and announce such adjustments on its official website. Party B shall abide by the latest fee baselines.

**Article 12** Upon joining as a member of Party A, Party B shall fulfill the following obligations:

12.1 Comply with the *Articles of INTELLIGENT TERMINAL MEMORY ASSOCIATION* and other policies of the Association, and implement the resolutions of the Association;

12.2 Protect the legal privileges and benefits of the Association, including its intermediate and final research achievements, and refrain from sending the Association's internal documents to external entities or individuals;

12.3 Actively participate in the Association's standards establishment, promotions, and other activities;

12.4 Publicize and implement standards;

12.5 Pay membership fees as required;

12.6 Actively report to the Secretariat any violations of the privileges and benefits of the Association; and

12.7 Appoint a Delegate to be in contact with the Secretariat, to facilitate day-to-day operations.

**Article 13** After Party B joins Party A as a member, Party A shall ensure that Party B can enjoy the privileges and benefits corresponding to its member class in a fair and non-discriminatory manner.

**Article 14** Upon joining as a member of Party A, Party B shall appoint a Delegate to carry out activities in the Association on behalf of Party B. Such Delegate shall remain in position stably. In the event of any Delegate replacement, the former Delegate shall notify the Association Secretariat through his or her work email address in advance.

**Article 15** After Party B joins Party A as a member, Party B's related entities may participate in relevant activities of Party A as a member.

**Article 16** The membership fees paid and donations made shall not be returnable when Party B leaves the Association.

**Article 17** In the event that Party B's membership needs to be changed due to major organizational changes, such as mergers and acquisitions, Party B shall submit an explanation to Party A and apply for a membership change.

**Article 18** Any disputes arising from the performance of this Agreement between the two Parties shall be settled through negotiation. If the negotiation fails, a lawsuit can be filed to the court with proper jurisdiction in the place where Party A has been registered.

**Article 19** This Agreement shall come into effect as of the Effective Date and remain in force until Party B withdraws from Party A, Party A is dissolved, or Party B is expelled from Party A.

**Article 20** This Agreement shall be made in quadruplicate, with each party holding two copies. Each copy shall have the same legal force.

Signatures of the duly authorized representatives from both Parties:

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| --- | --- |
| Party A: **INTELLIGENT TERMINAL MEMORY ASSOCIATION LIMITED** |  Party B: |
| (Seal) | (Seal) |
| Representative name (Print):  |  Representative name (Print): |
| By (Sign): |  By (Sign): |
| Date: |  Date: |