

INNOVATIVE OPTICAL AND WIRELESS NETWORK GLOBAL FORUM, INC.

PARTICIPATION AGREEMENT

MEMBERSHIP CLASSIFICATION (Select Only One Below)	MEMBERSHIP FEE
____ SPONSOR¹ MEMBER	US\$ 50,000.00 US\$ 20,000.00 (<i>Director Fee: fee applicable only when a Sponsor Member's employee serves as a Director on the IOWN Global Forum Board of Directors</i>)
____ GENERAL² MEMBER	US\$ 20,000.00
____ ACADEMIC³ MEMBER	US\$ 2,000.00
____ RESEARCH³ MEMBER	US\$ 2,000.00
____ STARTUP³ MEMBER	US\$ 2,000.00

By the signature of its authorized representative below, the applicant Company, including its Affiliates (as defined in the Bylaws, and with respect to those provisions that are applicable to such Affiliate), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy (collectively, and including any amendments thereto, the “Organizational Documents”), and the Operating Procedures, as well as any other policies and procedures that the Board of Directors (the “Board”) of the Innovative Optical and Wireless Network Global Forum, Inc. (“IOWN Global Forum”) adopts that are applicable to participation in the IOWN Global Forum at the Membership Classifications listed above and as described in the Bylaws. Copies of the Organizational Documents are available for review upon request to IOWN Global Forum or on the IOWN Global Forum website. In addition, applicant Company hereby grants to IOWN Global Forum the right to reproduce, use and display applicant Company’s company name and logo on the IOWN Global Forum website and in press or other public collateral regarding applicant Company’s membership in IOWN Global Forum; provided that, IOWN Global Forum will make reasonable efforts to use and display logo of applicant Company pursuant to logo guidelines of applicant Company, or pursuant to requests provided by applicant Company.

This Participation Agreement is not binding on the IOWN Global Forum unless accompanied by the applicable initial Membership Fee associated with the Member Classification level selected above. By signing below, the individual executing this Participation Agreement on behalf of the applicant Company warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry.

Special Membership Terms for Academic or Research Members. In addition to the terms above, where applicant Company is applying for the Academic or Research Member Classification, by the signature of its representative below Company hereby confirms and represents that it is either an academic institution or a research organization and meets the requirements for Membership set forth in the Corporation’s Bylaws, including Section 12.2 and Section 14.2. For purposes of this Participation Agreement an “academic institution” means any non-profit entity that is organized and operated primarily as an educational entity under the laws and regulations of its domicile jurisdiction. For purposes of this Participation Agreement a “research organization” means any non-profit entity that is organized and operated primarily as a research organization under the laws and regulations of its domicile

¹ Participation at Sponsor Membership Classification is subject to Section 14.1 of the Bylaws.

² Participation at General Membership Classification is subject to Section 14.2 of the Bylaws.

³ Participation as an Academic, Research or Startup Member is a type of General Membership Classification and is subject to Section 12.2 and Section 14.2 of the Bylaws in addition to the terms stated in this Participation Agreement.

jurisdiction. IOWN Global Forum will review any and all applications by academic institutions and research organizations for Membership to confirm the status of the applicant, and may reject an application if it determines that the applicant fails to meet the requirements for this Membership Classification. Company understands that the Academic or Research Membership Classification is a type of General Member of IOWN Global Forum that has no associated voting rights, either within any Member Committee or Working Group or at any Meetings of Members. In addition, an Academic or Research Member is not eligible to become a Vice Chair or Chair of a Working Group.

Special Membership Terms for Startup Members. In addition to the terms above, where applicant Company is applying for the Startup Member Classification, by the signature of its representative below Company hereby confirms and represents that it is a “startup” as defined below and meets the requirements for Membership set forth in the Corporation’s Bylaws, including Section 12.2 and Section 14.2. For purposes of this Participation Agreement a “startup” is any entity that: (i) has annual gross revenue of less than the amount of Ten Million U.S. Dollars (\$10,000,000.00) for its most recently completed fiscal year; and (ii) is not listed on any public stock exchange or otherwise considered a “public” company under applicable laws of any location where it is subject to jurisdiction; and (iii) has less than 100 total employees. The Startup Member must be able to demonstrate its revenue through publicly available documentation, or if no such documentation is available, should be able to provide sufficient supporting documentation to IOWN Global Forum as may be determined in IOWN Global Forum’s sole discretion. The Startup Member may not be: (A) an Affiliate of an IOWN Global Forum Member, including but not limited to not being any consolidated subsidiary company where an IOWN Global Forum Member controls more than 50% of the equity interests or voting rights; nor (B) an extra-governmental organization or organization whose primary mission is advocating for governmental policies. IOWN Global Forum will review any and all applications by startup entities for Membership to confirm the status of the applicant, and may reject an application if it determines that the applicant fails to meet the requirements for this Membership Classification, including failure to meet the maximum revenue threshold requirements. Company understands that the Startup Membership Classification is a type of General Member of IOWN Global Forum that has no associated voting rights, either within any Member Committee or Working Group or at any Meetings of Members. In addition, a Startup Member is not eligible to become a Vice Chair or Chair of a Working Group. Subject to the “Membership Fees” described below, a Startup Member is limited to participation for the duration of three (3) terms.

Membership Fees. The term of participation in the IOWN Global Forum for each Membership Classification described above shall be on a year-to-year basis, expiring on the 365th day from the date of acceptance of this application (“Renewal Date”). IOWN Global Forum will invoice the then-current renewal fee to a Member ninety (90) days prior to the Member’s Renewal Date, which will be due and payable on the Renewal Date, and Member’s payment thereof shall constitute a renewal of membership as a participant in the IOWN Global Forum at the Membership Classification selected.

Director Fees. Where an employee of a participant at Sponsor Member Classification serves as a Director on the IOWN Global Forum Board of Directors, such Sponsor Member, in addition to its then-current annual Membership Fee, must also pay the then-current Director Fee listed above within thirty (30) days following the initial election or appointment of its employee to the Board of Directors, and annually thereafter within thirty (30) days following the Annual Meeting of the IOWN Global Forum for so long as the Sponsor Member’s employee serves on the Board of Directors.

Failure to make a timely renewal payment, or Director Fee (when applicable), shall be cause for suspension and termination of this Participation Agreement and all benefits afforded at the Membership Classification selected. The undersigned agrees that once accepted, all Membership Fees, including any Director Fees, are nonrefundable for any reason, including termination of this Participation Agreement. There is no duty to renew this Participation Agreement and renewal may only be accomplished as set forth above.

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

COMPANY CONTACT AND SIGNATURE

Company Name: _____				
Primary Contact Name: _____				
Title of Primary Contact: _____				
Address: _____				
Street/Building	City/Town	State/Province	Postal Code	Country
Phone: _____				
(Including country code)				
E-mail: _____		Web Page URL: _____		
Authorized Representative Signature: _____				Date: _____
Signatory Name/Title: _____				

Mail payment along with this completed form to the address shown at right.

Payments may be made by check or wire transfer payable to the order of:

*“Innovative Optical and Wireless
Network Global Forum, Inc.”*

**Innovative Optical and Wireless Network Global
Forum, Inc., c/o Virtual Inc.
Attn: IOWN Global Forum Administration
401 Edgewater Place, Suite 600
Wakefield, MA 01880**

Company Applicant may attach to, or transmit together with, this Participation Agreement a company logo for use by IOWN Global Forum as authorized herein.

ADDITIONAL COMPANY INFORMATION

<u>Alternate</u> Name/Title: _____	E-mail: _____
Address: _____ Phone: _____	
<u>Billing</u> Name/Title: _____	E-mail: _____
Address: _____ Phone: _____	
<u>Marketing/PR</u> Name/Title: _____	E-mail: _____
Address: _____ Phone: _____	
<u>Legal</u> Name/Title: _____	E-mail: _____
Address: _____ Phone: _____	

Acceptance:

This Participation Agreement is accepted as of this ____ day of _____, 20____.

Innovative Optical and Wireless Network Global Forum, Inc.,
a Delaware Nonprofit Corporation

By: _____

Name: _____

Its: _____