

ANNEX 2

Membership Agreement (for Regular and Associate Members)

DATE: _____ (the „Effective Date“)

PARTIES:

- (1) The Current Members (as defined below); and

- (2) whose registered office is at

(„New Member“)

WHEREAS, the parties to the Digital Illumination Interface Alliance Agreement of 9 September 2015 (the „Current Members“) have entered into an agreement for the creation and operation of an Alliance for the management of the specification, certification and promotion of the DALI standard for light management (the „DiiA“).

WHEREAS, it is the intention of the Alliance that it should be open for participation by third-party legal entities which agree with, are committed to and can reasonably demonstrate the ability and willingness to contribute actively and sufficiently to the agreed Objectives of the Alliance. Once a third-party has been approved under the approval procedures outlined in Clause 3.3 of the DiiA Agreement and has signed this membership agreement („Membership Agreement“) it becomes a member of the Alliance.

WHEREAS, by signing the terms of this Membership Agreement, New Member accepts the terms and conditions of the DiiA Agreement; and

WHEREAS, the Board of Directors has approved the acceptance of New Member as Member of DiiA, in accordance with the provisions of Clause 3.3 of the DiiA Agreement;

Now, therefore, it is hereby agreed as follows:

1. Interpretation

Unless defined differently in this Membership Agreement, words and expressions defined or given a special meaning in the DiiA Agreement shall have the same meanings where used herein.

2. Application of the DiiA Agreement

2.1 On and from the Effective Date the New Member shall be a party to the DiiA Agreement and the DiiA Agreement shall be incorporated by this reference as an integral part of this Membership Agreement and be binding between New Member and Current Members. The New Members wishes to be become:

Regular Member

Associate Member.

2.2 New Member may enforce the DiiA Agreement against any of the Current Members, and each of the Current Members may enforce the DiiA Agreement against New Member in all respects.

3. License under the Trademarks

3.1 The Trademark Holder as one of the Current Members hereby grants to New Member and its Affiliates a personal, non-exclusive, non-transferable, royalty-free, worldwide license, without the right to grant sublicenses, under the Trademarks to use the Trademarks solely and strictly in accordance with the Trademark Guidelines for Members. Nothing herein grants New Member or its Affiliates any right or license to use the Trademarks in any other way than expressly allowed in the Trademark Guidelines for Members.

3.1a If the New Member will become an Associate Member, the Trademarks shall only be used for, on and/or in connection with products that are offered, sold, marketed, distributed or otherwise disposed of by the New Member and/or its Affiliates under the three trademarks or company names listed in Enclosure A hereto (hereinafter referred to as “Brands”). The New Member may change or update the Brands from time to time, but not more than once every 12 (twelve) months by written notice to the General Manager, provided that Enclosure A shall at no time include more than three Brands, which shall be listed in the then current Enclosure A. For the avoidance of doubt: This Section 3.1a and Enclosure A solely apply to Associate Members but not for Regular Members.

3.2 The license is effective as of the Effective Date and automatically terminates when the New Member has withdrawn, or was removed, from the Alliance pursuant to Clause 5 of the DiiA Agreement.

3.3 The New Member and its Affiliates have no right to assert the Trademarks against any Current Member or any third party.

4. Duration

4.1 This Membership Agreement shall continue from the Effective Date for the duration of the DiiA Agreement or until New Member has withdrawn, or was removed, from the Alliance pursuant to Clause 5 of the DiiA Agreement.

4.2 This Membership Agreement has been entered into the day set out above between the parties hereto. The parties shall have this Agreement executed by a duly authorized representative and shall exchange pdf-copies of the countersigned Agreement.

5. Representation

The New Member represents and warrants that it has the full power to enter into this Membership Agreement.

6. Notices

All notices or communications to be given under this Agreement, pursuant to the DiiA Agreement, with Respect to New Member, shall be addressed to:

Full Name: _____ Email Address: _____
Phone Number: _____ URL: _____

7. Assignment and Transfer

This Membership Agreement and all rights and obligations hereunder are personal to the New Member. The New Member shall not assign or otherwise transfer this Membership Agreement or any right or obligation hereunder to a third party and any such transfer or assignment shall not be binding for the Current Members.

8. Governing Law and Forum

The governing law and forum provisions of the DiiA Agreement shall also apply to this Membership Agreement.

* * * * *

SIGNED FOR AND ON BEHALF OF NEW MEMBER

SIGNATURE:

NAME:

POSITION:

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS by

SIGNATURE:

NAME: Paul Drosihn

POSITION: GM, Digital Illumination Interface Alliance

Date: