

Annex B

Associate Membership Agreement

PARTIES:

- (1) The current Members; and _____
 - (2) whose registered office is at _____
- _____
- ("New Member")

WHEREAS

The parties to the New Zhaga Consortium Agreement (the "Members") have entered into an agreement for the establishment of industry standardized interfaces between components of LED luminaires and the establishment of a system of indicators that expresses the extent to which an LED luminaire can be serviced. This New Zhaga Consortium Agreement is attached hereto as Schedule A.

It is the intention of the Consortium that it is open for participation by third-party legal entities which agree with, are committed to and reasonably demonstrate its ability and willingness to promote the agreed Objectives of the Consortium. Once a third-party has signed this Associate Membership Agreement and it is counter signed by the Secretary General it becomes an Associate Member of the Consortium.

By signing the terms of this Associate Membership Agreement, New Member accepts the terms and conditions of the New Zhaga Consortium Agreement ; and

Now it is hereby agreed as follows:

1 Interpretation

Words and expressions defined or given a special meaning in the New Zhaga Consortium Agreement shall have the same meanings where used herein.

2 Application Of The New Zhaga Consortium Agreement

On and from the Effective Date:

(a) New Member shall be a party to the New Zhaga Consortium Agreement as Associate Member and the New Zhaga Consortium Agreement shall be incorporated by this reference as an integral part of this Associate Membership Agreement and be binding between New Member and Members.

(b) New Member may enforce the New Zhaga Consortium Agreement as Associate Member against any of the Members, and each of the Members may enforce the New Zhaga Consortium Agreement against New Member in all respects.

3 Duration

This Associate Membership Agreement shall continue from the Effective Date for the duration of the New Zhaga Consortium Agreement or until New Member has withdrawn, or

was removed, from the Consortium pursuant to Clause 6 of the New Zhaga Consortium Agreement.

This Associate Membership Agreement has been entered into on the day this Associate Membership Agreement is signed by both the New Member and the Secretary General on behalf of the current Members. The effective date of this Associate Membership Agreement shall be the date of signing by the Secretary General as shown below ("Member's Effective Date").

This Associate Membership Agreement has been prepared in two originals of which New Member and the signatory on behalf of the current Members have received one original each.

4 Special Provisions for Associate Members

Notwithstanding anything in the New Zhaga Consortium Agreement or herein, an Associate Member shall:

- Have access to General Assembly meetings; and
- Have access to the minutes of the General Assembly meetings; and
- Have access to the Approved Zhaga Specifications; and
- Have no representation in Steering Committee; and
- Have no voting rights in the General Assembly, Steering Committee or Work Groups; and
- Have no right to participate in Work Groups; and
- Have access only to such Confidential Information as shall be authorized by the Steering Committee.

5 Representation

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

6 Notices

All notices or communications to be given under this Associate Membership Agreement and the New Zhaga Consortium Agreement, shall, with respect to New Member, be addressed to:

Name: _____

Tel.: _____

Address: _____

E-mail: _____

URL: _____

SIGNED FOR AND ON BEHALF OF _____

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS

SIGNATURE:

NAME:

POSITION: ZHAGA Administrator, Signed on behalf of the ZHAGA Secretary General

DATE: