VELOCITY NETWORK FOUNDATION MEMBER AGREEMENT

This Member Agreement (this "Agreement") between the entity identified in the signature block below (the "Member") and Velocity Network Foundation (the "Foundation") governs the rights and obligations as a Member of the Foundation and is effective on the date that (i) both parties execute the Agreement and (ii) the Member has paid to the Foundation the Annual Fee below ("Effective Date"). The parties agree as follows:

1. Rights. The rights and obligations of the Member are defined in the Certificate of Incorporation, the Bylaws (including policies which are exhibits to the Bylaws) of the Foundation attached as Exhibit A, as they may be amended from time to time (the "Certificate" and "Bylaws" respectively) and any existing and future Policies (as defined in the Bylaws) adopted by the board of directors of the Foundation. Any changes to the Certificate, Bylaws and Policies shall be effective upon the requisite approval for such changes pursuant to the applicable document, and shall be posted at the Foundation website.

2. Member Obligations.

(a) The Member will provide complete and accurate information in Exhibit B and throughout this Agreement. The Member will continue to update such information to ensure that it remains complete and accurate.

(b) The Member will comply with the obligations of Members in the Certificate and Bylaws. The Member will regularly check the Certificate and Bylaws to ensure that it understands its obligations under such documents in the form posted at the Foundation website.

(c) The Member consents to making available to the public its name and trademark to identify it as a member of the Foundation.

(d) The Member consents to communication by electronic means to its email contact address listed on Exhibit B.

3. Payment Obligations.

(a) Member will pay annual membership fees as provided in the Bylaws ("Annual Fees") within sixty (60) days of receiving an invoice from the Foundation.

(b) The Annual Fees are set forth on Exhibit B. The Board of Directors of the Foundation may update the Annual Fees as provided in the Bylaws.

(c) The Annual Fees are not refundable.

(d) If the Member is entitled to receive a waiver of the Annual Fees as provided in Exhibit B, the Annual Fees shall be deemed paid upon the satisfactory fulfillment of the requirements set forth on Exhibit B.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall renew annually on the anniversary of the Effective Date. This Agreement will continue indefinitely subject to the termination rights set forth in the Bylaws.

5. Marketing Programs. Members will have access to use the logo marketing programs of the Foundation at no additional cost but subject to any terms determined by the Board of Directors.

6. Acknowledgement. The Foundation recognizes and acknowledges that Member (including certain of its corporate affiliates) may now or in the future be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being researched, developed, produced, marketed, licensed and/or sold by the Foundation. The services or products of the Member and its corporate affiliates may be competitive with those of the Foundation and may display the same or similar functionality. Nothing in this agreement (or any ancillary agreement or document contemplated hereby) shall be construed to prevent the Member and its corporate affiliates from engaging independently in such activities; provided, that the Member and its corporate affiliates do not use the Foundation's trade secret (such information, the "Restricted Information") in order to do so. Nothing contained in this Agreement shall be construed as preventing the Member's employees and agents who had access to Restricted Information from using that information retained in their unassisted memory as part of their general skill, knowledge, talent and expertise; provided that this exception shall not limit the fiduciary duties of the individual, if any, serving as a member of the Board of Directors appointed by the Member.

7. Miscellaneous. Capitalized terms used in this Agreement and not defined in this Agreement shall have the meaning set forth in the Bylaws. Sections 3, 6 and 7 shall survive expiration or termination of this Agreement. This Agreement is governed by the laws of the State of Delaware, but not including its conflict of law principles. This Agreement may not be transferred to any other party, whether by operation of law or otherwise. This Agreement (together with the Certificate, Policies and Bylaws which are incorporated by reference) constitutes the entire agreement between the parties concerning membership in the Foundation and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, extension or waiver of or under this Agreement is valid unless it is made in a writing which identifies itself as an amendment to this Agreement and that writing is signed by an authorized representative of each party. No waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

Name of Member: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Velocity Network Foundation

Signature: _____

Name: Dror Gurevich

Title: Chief Executive Officer

Date: _____

Exhibit A

Bylaws and Certificate of Incorporation

Exhibit B

Member Information

ORGANIZATION

Name:	Address:	Phone:
Website:	Number of Employees:	

CONTACT PERSON

Name:	Job Title:	Email:
Office Phone:	Cell Phone:	Country:

MEMBERSHIP FEE

◯ For profit organization: less than 500 employees	Annual fee - $5,000
◯ For profit organization: 500 – 1,999 employees	Annual fee - $7,500
◯ For profit organization: 2,000 – 4,999 employees	Annual fee - $10,000
◯ For profit organization: 5,000 employees or more	Annual fee - $20,000
◯ Government, NGO, Nonprofit organization*	Fee Waived

* If indicated Government, NGO, Nonprofit organization, please attach supporting documents