

**NVM EXPRESS, INC.**  
**PARTICIPATION AGREEMENT**

The undersigned ("Undersigned"), including its Affiliates, as defined in the Bylaws ("Bylaws") of NVM Express, Inc., a Delaware non-stock corporation ("Corporation"), agrees to all of the terms and conditions of this Participation Agreement ("Agreement"), and to all of the terms and conditions of the following, as may be amended by the Corporation from time to time or at any time in the future: (i) the Corporation's Certificate of Incorporation and Bylaws ("Organizational Documents"); and (ii) all policies and procedures of the Corporation ("NVMe Policies").

Undersigned acknowledges that it has received copies of, and that Undersigned is deemed to have reviewed and approved, all Organizational Documents and NVMe Policies prior to its execution of this Agreement. All capitalized terms used in this Participation Agreement without definition shall have the meanings ascribed to such terms in the Bylaws.

No Participation Agreement is binding on the Corporation until: (i) the applicable Participation fee (which fee may be modified by action of the Board of Directors of Corporation at any time and from time to time) has been received in full by the Corporation; and (ii) this Agreement has been accepted by the Corporation in accordance with, and subject to, the Organizational Documents and NVMe Policies (such acceptance date to be the effective date of this Agreement).

If the Corporation accepts this Participation Agreement, the Undersigned's right to be admitted as, and its continued rights to act as, a Participant of the Corporation are subject to the Undersigned's continued compliance with this Agreement and all of the Organizational Documents and NVMe Policies

The Undersigned further acknowledges and agrees that, subject to all Participation qualifications and requirements set forth in the Organizational Documents and NVMe Policies, the Undersigned will initially be admitted to the Corporation in the [\_\_\_\_\_] class of Participants.

Subject to the provisions of the Bylaws and any NVMe Policies, the term of Participation in the Corporation shall be an initial term of one year and, subject to payment of all outstanding Participation fees, shall automatically renew for successive years terms until such time the applicant notifies NVMe to discontinue participation.

The Undersigned agrees to pay in full the initial and all renewal Participation fees as established by, and in accordance with, all Organizational Documents and NVMe Policies. The Corporation will annually invoice the then current renewal Participation fee to the Undersigned prior to the date the Participation fees are due. Failure to make a timely payment shall be cause for termination of the Undersigned as a Participant of the Corporation. The Undersigned agrees that once paid, all Participation fees are nonrefundable for any reason, including termination of Participation.

All notices required under this Agreement, or any of the Organizational Document or NVMe Policies, shall be in writing and sent to Undersigned's representative designated below at the address set forth below, or to such other address as Undersigned may later specify by written notice to the Corporation's Secretary. If Undersigned does not update the contact information for its representative, then Undersigned waives any right to receive a timely and proper notice provided such notice is sent to the name and address on record for the Undersigned's representative.

NAME OF UNDERSIGNED'S REPRESENTATIVE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**BILLING INFORMATION** *(Please provide the following information for receipt of the participation fee invoice)*  
NAME OF BILLING CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

Any claim or dispute arising under or relating to this Participation Agreement, any Organizational Document, any of the NVMe Policies, or Undersigned's Participation in the Corporation shall be governed by the laws of the State of Delaware, without regard to principles of conflict of laws.

This Participation Agreement may only be amended by an instrument in writing duly executed by the Corporation and the Undersigned; provided, however, the Undersigned agrees that this Agreement requires Undersigned to comply with any and all amended Organizational Documents and amended NVMe Policies in accordance with their terms.

By signing below, the individual executing this Participation Agreement on behalf of the Undersigned represents and warrants that he/she has all requisite signing authority for and on behalf of, and all requisite ability to bind, the Undersigned seeking Participation.

<b>Company Name:</b> _____	_____
<b>Company Address:</b> _____	_____
<b>Telephone Number:</b> _____	<b>Fax Number:</b> _____
(Please Include Country Code where appropriate)	
<b>Email Address:</b> _____	<b>Web Page URL:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name/Title:</b> _____	_____

**ACCEPTANCE AND EFFECTIVE DATE:**

This Participation Agreement is accepted by the Corporation as of, and this Participation Agreement is hereby deemed effective as of, \_\_\_\_\_, 20\_\_.

NVM Express, Inc.  
A Delaware Non-profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_