

This Embedded in Embedded (“EiE”) Industry Member Agreement (“Agreement”) is made as of _____ between Engenuics Technologies Inc. (“Engenuics”) of 5831 Dalford Road NW, Calgary, AB, Canada, T3A 1L3 and _____ (“Member”).

1. Deliverables to the Member

For the duration of this Agreement, Engenuics will deliver to the Member through the EiE program the following:

- a) Full read and write access to the EiE job board.
- b) Access to volunteering at any EiE location with no restriction on number of volunteers or meetings attended. EiE Leaders will work with the Member to arrange access and assist the Member in preparing for each meeting. Members are eligible to be guest Leaders once the EiE Leader has approved.
- c) Recognition of the Member at all EiE events at the Member’s designated city. The Member may supply banners, booths (if space permits) or marketing material at any EiE event but all costs will be the responsibility of the Member. At least 1 event will be held each year.
- d) Company logo and bio on the EiE Member’s webpage. The bio may include up to 200 words and one hyperlink. Electronic copy of the Member’s bio along with logo artwork and usage guide must be supplied to Engenuics. Members will be sorted first by total contribution and then alphabetically on the Member’s page.
- e) Annual report delivered no later than March 31 of each calendar year which includes full disclosure of the EiE operating budget, revenues and expenses.
- f) Personalized Member certificate updated annually.
- g) Access to the EiE Work Remote program.

An EiE program requires school support and \$15,000.00 annually to operate in a given city. The budget is supplied from EiE Members and Partners. If a Member’s designated city does not have sufficient support to run a program, the Member may designate an alternate city to support. Any supporting Members without a local EiE program will be given the highest priority for the next instance of EiE when sufficient support is available.

2. Payment to Engenuics

The Member shall pay a minimum of \$1,500.00 cash in the currency of the Member’s designated city per year for three consecutive years to the EiE program. The Member will be invoiced by Engenuics upon receipt of this signed contract for the first year’s payment no later than August 1 of the current calendar year. Subsequent years will be invoiced on June 1 each year. GST will be charged on all Canadian transactions. Alternatively, a member may pay monthly \$125.00 + GST.

3. Term and Termination

This Agreement shall commence upon the date indicated above and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein. The agreement must be renewed no later than 3 months prior to expiration to ensure no disruption of deliverables.

4. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized delivery service such as FedEx.

If to Engenuics: Engenuics Technologies Incorporated, 5831 Dalford Road NW, Calgary, AB, T3A 1L3.

If to the Member: _____

5. No Waiver

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

6. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

7. Governing Law.

This Agreement shall be construed and enforced according to the laws of the province of British Columbia, Canada and any dispute under this Agreement must be brought in this venue and no other.

8. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

9. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Engenuics' Signature

Member Signature

Jason Long
President
Engenuics Technologies Incorporated

