

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 _____ (“Partner”).

1. Deliverables to the Partner

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

- a) Partner’s approved logo on all production runs of EiE Firmware Level 1 and Firmware Level 2 development boards produced during the term of this agreement. If this Agreement is signed following the current production run, the Partner’s logo will be included on future production runs beyond the end of this Agreement to ensure Partner logo presence of at least 3 years. After three years of presence, the logo may continue to appear on development boards issued to EiE participants after the termination of this agreement while current stock quantities last. Engenuics will determine the logo size and position with fair representation to all Partners currently holding agreements with Engenuics.
- b) Partner’s approved logo on the EiE website (embeddedinembedded.com) in the Partner section and in all areas where EiE Partnerships are recognized.
- c) Dedicated profile page on the EiE website of the Partner’s design. If the Partner does not provide a design, a standard Partner profile page will be used. The profile may include up to 500 words plus any images or links.
- d) Recognition of the Partner at all EiE events in all parts of the world where the EiE program is active. The Partner may supply banners, booths (if space permits) or marketing material at any EiE event but all costs will be the responsibility of the Partner.
- e) Partner’s approved logo on the EiE participant bursary award novelty cheques at EiE locations where the bursary program is supported.
- f) Personalized member certificate updated annually.
- g) Inscription on the EiE Partner plaque in the North American and Chinese EiE headquarters.
- h) Full read and write access to the EiE job board.
- i) Customized referrals of top students from the EiE network. Interviewing and hiring any EiE participant is the sole responsibility of the Partner. Engenuics cannot guarantee that any EiE participant will accept any request for interview or employment from the Partner.
- j) Optional development of an EiE course module featuring the Partner’s proprietary technology or requested content. Module development will be completed by EiE participants under the guidance of EiE Leaders and Partner staff. All costs associated with module development will be identified prior to starting work on the module and will be the responsibility of the Partner.
- k) Annual report delivered no later than July 15 of each calendar year which includes full disclosure of the EiE operating budget, revenues and expenses.
- l) Access to volunteering at any EiE location with no restriction on number of volunteers or meetings attended. EiE Leaders will work with the Partner to arrange access and assist the Partner in preparing for each meeting. Partners are eligible to be guest Leaders once the EiE Leader has approved.
- m) Prioritized EiE program development in city of choice.
- n) Access to the EiE Work Remote program.

An EiE program requires school support and \$15,000.00 cash annually to operate in each city. The budget is supplied from EiE Members and Partners. A Partner may designate a preferred city to support. If a Partner's designated city does not have sufficient support to run a program, that city will be given the highest priority for the next instance of EiE when sufficient support is available.

2. Payment to Engenuics

The Partner shall pay a minimum of US\$15,000.00 cash or approved in-kind support per year for three consecutive years to the EiE program. Table 1 provides a breakdown of eligible support for each of the three years. Additional support types may be agreed upon in writing and captured in Schedule A.

Table 1 EiE Partner Contributions			
Type	Description	Cash Value	Example
Cash	Cash invoiced as "EiE Partner fee"	\$1 for every \$1	\$15,000 paid to Engenuics Technologies Inc. by cheque, draft, direct deposit or wire transfer
Components	Components used in EiE development board production; must be delivered to contract manufacturer in China. Part numbers and quantities must be approved by Engenuics.	Retail value at order quantity excluding taxes and shipping	1000 microcontrollers with \$3.00 list price at 1k = \$3,000
Advertising	Press release approved by Engenuics (maximum 1 per year)	\$2,000	\$2,000 credit for each press release
Advertising	Website or newsletter promotion	\$1,000	A feature story about EiE and the Partner's involvement approved by Engenuics
Advertising	Social media promotion	\$1 per verified reach	
Advertising	Industry or school connections	\$1,000 each	Connection to a new School or industry partner or member
Services	Media design and publication, website support, or any requested service assistance	Partner cost + 10%	A marketing document is produced after 40 hours of work x \$50/hour employee rate x 1.10 = \$2200 credit

Partner's contributions shall be disclosed on Schedule A. Due to budget and production planning, cash and component contributions may not be modified from this Agreement. However, the Partner may amend any other Type of contribution with written approval from Engenuics with at least three (3) month's notice of the Due Date indicated in Schedule A.

3. Term and Termination

This Agreement shall commence upon today's date 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

