



**Please complete this form in BLOCK CAPITALS
and fax to +44 (0)1453 549254**

APPLICATION FOR MEMBERSHIP OF THE SMALL CELL FORUM

To: (1) Small Cell Forum Limited (the “Company”) care of PO Box 23, Dursley, Gloucestershire GL11 5WA
(for the attention of the Company Secretary); and

(2) each Member of the Company as at the date of this application and from time to time.

Date:

insert date

Dear Sirs

We, by signing this Application Form, hereby apply to become a Member of the Company, on and subject to the Company’s Memorandum and Articles of Association (the “Articles of Association”) and on and subject to the provisions set out in the Schedule to this Application Form (as from time to time revised by the Executive Board of the Company pursuant to the Articles of Association). We acknowledge and agree that such Schedule shall form part of, and shall accordingly be incorporated in, this Application Form.

PLEASE NOTE THAT BREACH OF ANY OF THE OBLIGATIONS CONTAINED IN THE ATTACHED SCHEDULE, AS FROM TIME TO TIME REVISED (INCLUDING FAILURE TO PAY ANY SUBSCRIPTION FEES OWING) MAY RESULT IN SUSPENSION OR TERMINATION OF MEMBERSHIP RIGHTS IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION.

We request you to enter the registration details shown below in the Company’s register of members.

We acknowledge and confirm that we will pay the Company any membership fee or any annual subscription fee required to be a Member of the Company from time to time in accordance with the Articles of Association.

We confirm that we will be responsible for and will procure compliance with the terms of membership by the Nominated Representative and any other representatives involved on our behalf from time to time in the affairs of the Company.

We have designated on the attached sheet the category of Member that we wish to become as defined in the Articles of Association).

Yours faithfully

Company incorporated in England or Wales:

Executed as a deed

By: †

Acting by:

Director or Duly Authorised Person

Print name

Director/Comp Sec or Duly Authorised Person

Print name

Company incorporated outside England and Wales:

Executed as a deed

By: †

By:

Duly Authorised Person

Print name

† Please enter full name of company applying to join Small Cell Forum Limited, as relevant.

continues/

SMALL CELL FORUM LIMITED – REGISTRATION DETAILS

Please specify type of company or organisation:

- mobile telecommunications operator holding spectrum licence
 - manufacturer/vendor
 - regulator or member of a national administration
 - other (please specify)**
-

Type of annual membership: Full (£7190)
 Observer (complimentary for first year for mobile operators only)

Purchase order reference: _____

Invoice in: Sterling Euro US Dollars
(the exchange rate on the 27th day of the preceeding month will be used for conversion)
Please attach billing contact details if different to below

VAT/Sales tax number*: _____

Name of Member Organisation _____

Business contact address _____

Post/Zip code _____

Nominated Representative of Member _____

Position _____

Business contact address (if different) _____

Post/Zip code _____

Contact email address _____

Contact phone number _____

Fax number _____

Note: Details of the respective rights of Members are set out in the Articles of Association and in the Schedule to this Application Form overleaf.

* EU-based companies must provide their Value Added Tax number. Fees for UK members will include an extra sum equal to the current UK rate in accordance with current UK legislation and legal guidance.

SCHEDULE TO THE APPLICATION FORM

Each Member on whose behalf an Application Form is executed and accepted, irrevocably agrees and undertakes, by such execution, that:

1. **Definitions and interpretation**

- 1.1 Words and expressions defined in the Articles of Association (as amended from time to time) shall have the same meanings in this Schedule and the rest of this Application Form;
- 1.2 References to “this Schedule” mean this schedule as from time to time revised; and
- 1.3 In the event, and to the extent of any conflict between the Application Form (including this Schedule) and the Articles of Association, the latter shall prevail.

2. **Fees**

- 2.1 It will pay such fees, both following an application to become a Member and subsequently at such times during each year of membership, as may be determined, in its absolute discretion, by the Executive Board from time to time. Details of the relevant fees will be available from the Company on application to the Secretariat;
- 2.2 No refund of any such fees as referred to in paragraph 2.1 above shall be made if, at any time, it ceases to be a Member;
- 2.3 If it ceases to be a Member, it shall nonetheless remain liable for all fees due to the Company remaining unpaid at the date of cessation of membership; and
- 2.4 Except as may otherwise be agreed or determined in accordance with the Articles of Association, it will be responsible for all expenses and other costs incurred by it or by any of its representatives or personnel (including those who may act as Directors of the Company) in connection with the Company and its activities.

3. **Compliance with Obligations**

- 3.1 It shall, and it will procure that its Nominated Representative and any other representatives involved on its behalf from time to time in the affairs of the Company shall comply at all times with:
 - the Articles of Association;
 - the IPR and Confidentiality Policy;
 - the Anti Trust and Completion Law Policy; and
 - such other policies as may be approved by the Members from time to time in accordance with Section E14 of the Articles of Association.

4. **English Law**

The obligations contained in the Application Form (of which this Schedule forms part) are legally binding upon it, that they will be construed and interpreted in accordance with English law and that it irrevocably submits to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Application Form (including the provisions of this Schedule) or otherwise in connection with its involvement in or with the Company.

5. **Obligations Enforceable**

- 5.1 The obligations contained in the Application Form (of which this Schedule forms part) are intended to be enforceable by and against and therefore between each Member of the Company from time to time and by the Company against each such Member (as if and to the extent that such obligations were set out in the Articles of Association); and
- 5.2 It will be bound by and will observe all the obligations set out in this Schedule as from time to time revised or varied in accordance with the Company’s Articles of Association.