

WIRELESS POWER CONSORTIUM, INC.

MEMBERSHIP AGREEMENT

This Wireless Power Consortium, Inc. (“WPC”) Membership Agreement (the “**Agreement**”) constitutes a binding contract between the WPC and the entity manifesting agreement to its terms (the “**Member**”). Membership rights, privileges and obligations commence when the Agreement is accepted by WPC (the “**Effective Date**”).

1 Membership

The contact information provided by Member may be amended at any time in the official membership records of the WPC by the Primary Contact without amending this Agreement. If a Member upgrades their membership level, the WPC will allow that Member to apply its previously paid membership dues toward the new membership dues for the year of upgrade.

Members that upgrade during the year will have their dues prorated based on the first day of the month in which their upgrade is effective. Members who downgrade, or whose membership terminates, are not eligible for any refund unless explicitly granted by the WPC Board of Directors in its sole discretion.

2 Compliance and Obligations

- 2.1 *Articles and Bylaws.* The Member agrees to abide by the terms of the Articles of Incorporation and the Bylaws of the WPC, as they appear on wirelesspowerconsortium.com (the “**Articles**” and “**Bylaws**,” respectively) as of the Effective Date, and as the same may from time to time be amended.
- 2.2 *Policies.* The Member agrees to abide by the terms of the policies duly adopted by the WPC Board of Directors (“**Policies**”), as such Policies appear on www.wirelesspowerconsortium.com as of the Effective Date or as adopted or amended thereafter, including without limitation WPC’s:
- (a) Antitrust Policy
 - (b) Intellectual Property Rights Policy
 - (c) Trademark License Policy
 - (d) Product Registration Policies
 - (e) Confidentiality Policy
 - (f) Conflict of Interest Policy
 - (g) Financial Administration Policy
- 2.3 *Post-termination obligations.* The Member acknowledges that some of its obligations under the Policies may survive the termination of this Agreement and its membership in the WPC, as more fully described in such Policies.
- 2.4 *Risk allocation.* The Member acknowledges that particular Policies may contain risk allocation provisions (such as liability limitations) that will be binding upon the Member.

- 2.5 *Dues.* The Member agrees to make timely payment of the dues for its category of membership. In the event of nonpayment of dues, the Member's membership rights may be terminated as provided in the Bylaws.

3 Term and Termination

This Agreement shall continue in effect until such time as the Member's membership in the WPC is terminated by the Member (voluntarily) or the WPC (for nonpayment or for other reason) in accordance with the Bylaws. Unless otherwise explicitly provided in the Bylaws, in the event of any termination of the Member's membership, any dues that are then due and owing shall remain payable, and no refund shall be made of any dues then paid.

4 Notices

Except to the extent otherwise explicitly required or permitted by the Bylaws or a WPC Policy, all notices under this Agreement (“**Notices**”) shall be delivered electronically, in accordance with the WPC notice system described at wirelesspowerconsortium.com and as updated from time to time (the “**WPC Notice System**”). Notices provided in accordance with the WPC Notice System will be deemed given when sent. Member will be solely responsible for providing and timely updating contact details for (a) its Official Notice Contact as it appears in the official membership records of the WPC, and (b) all secondary contact persons as required or permitted by the WPC Notice System. The WPC may make required distributions of information to a Member by sending to the Member a notice of the URL where that information is located.

5 Assignment

Other than as specified in the Bylaws relating to transfer of membership, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

6 Effectiveness and Interpretation of Agreement

This Agreement and any Policies of the WPC (such as the WPC IPR Policy) shall be construed under and governed by Title 29 Business Organizations of the Code of the District of Columbia for matters to which it applies and the laws of the state of New York, USA, without reference to conflict-of-laws principles, for all other matters. This Agreement, including all attachments, sets forth the entire understanding of the WPC and the Member and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of the WPC and the Member, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. In the case of any conflict between the terms of this Agreement and the terms of the Bylaws or any applicable Policies, the Bylaws or Policies shall supersede the terms of this Agreement.

7 Signatures; Affiliates

- 7.1 *Signatures.* Member may manifest agreement to this Agreement by the act of participating in WPC as a member or by other mechanisms specified by WPC. No signature is required for this Agreement to be effective. The individual manifesting agreement to this Agreement for the Member represents and warrants that he or she has the authority to enter into this Agreement on behalf of the Member.
- 7.2 *Affiliated Entities.* The Member acknowledges that this Agreement creates certain rights and obligations for its Affiliated Entities and agrees to enforce this Agreement's terms as to any of its Affiliated Entities' Essential Patents, including such terms as may properly be changed by the WPC by notice to the Member under this Agreement.
- 7.3 *Definitions.* As used herein: "Affiliated Entity" is defined in the Bylaws and such definition is incorporated herein. "Essential Patent" is defined in the WPC IPR Policy and such definition is incorporated herein.

[signature page follows]

[signature page may be adapted or omitted
to enable electronic contract formation processes]

AGREED:

| | |
|--------------------------|---------------------------------|
| Company name in English: | Wireless Power Consortium, Inc. |
| 公司中文名称 (optional): | |
| Name: | Name: |
| Title: | Title: |
| Signature: | Signature: |
| Date: | Date: |

Membership level:

- Associate Member
 Adopter Member
 Regular Member

Ecosystems(s) (Regular Member only):

- Qi
 Household and Industry

| |
|---|
| Primary Contact (initial “Official Notice Contact”) |
| First name: |
| Last name: |
| 中文名 (optional): |
| Email: * |
| Street Address |
| City |
| State/Province |
| Zip/Postal Code |
| Country |