

Annex C

Associate Membership Agreement

PARTIES:

(1) The Current Members; and

(2) _____

whose registered office is at

("New Member")

WHEREAS

The parties to the Wireless Power Consortium Charter of October 27, 2008 (the "Founding Members") have entered into an agreement for the creation and operation of a consortium to realize a technological solution for wireless transfer of electrical power (the "Consortium"). This Wireless Power Consortium Charter is attached hereto as Schedule A;

The Members have subsequently executed an amendment to the Wireless Power Consortium Charter ("First Amendment"). This First Amendment is attached hereto as Schedule B;

It is the intention of the Consortium that it should be open for participation by third-party legal entities which agree with, are committed to and can reasonably demonstrate its ability and willingness to contribute actively and sufficiently to the agreed Objectives of the Consortium. Once a third-party has been approved under the approval procedures outlined in clause 3.3 of the Wireless Power Consortium Charter and has signed this Associate Membership Agreement it becomes an Associate Member of the Consortium. The Founding Members and previously approved new Members are herein together "Current Members".

By signing the terms of this Associate Membership Agreement, New Member accepts the terms and conditions of the Wireless Power Consortium Charter including the First Amendment; and

The Steering Group has approved the acceptance of New Member as an Associate Member of the Consortium, in accordance with the provisions of clause 3 of the Wireless Power Consortium Charter;

Now it is hereby agreed as follows:

1 Interpretation

Words and expressions defined or given a special meaning in the Wireless Power Consortium Charter shall have the same meanings where used herein.

2 Application Of The Wireless Power Consortium Charter

On and from the date of last signature on this Associate Membership Agreement ("Member's Effective Date"):

(a) New Member shall be a party to the Wireless Power Consortium Charter and the Wireless Power Consortium Charter shall be incorporated by this reference as an integral part of this Associate Membership Agreement and be binding between New Member and Current Members.

(b) New Member may enforce the Wireless Power Consortium Charter against any of the Current Members, and each of the Current Members may enforce the Wireless Power Consortium Charter against New Member in all respects.

3 Duration

This Membership Agreement shall continue from the Member's Effective Date for the duration of the Wireless Power Consortium Charter or until New Member has withdrawn, or was removed, from the Consortium pursuant to clause 6 of the Wireless Power Consortium Charter.

This Membership Agreement has been entered into the day set out above between the parties hereto. It has been prepared in two originals of which New Member and the signatory on behalf of the Current Members have received one original each.

4 Special Provisions for Associate Members

Notwithstanding anything in the Wireless Power Consortium Charter or herein, an Associate Member shall:

- (i) Have no representation on the Steering Group
- (ii) Have no right to participate in Work Groups
- (iii) Have access only to such Confidential Information as shall be authorized by the Steering Group.

5 Notices

All notices or communications to be given under this Agreement, pursuant to clause 24 of the Wireless Power Consortium Charter, shall, with respect to New Member, be addressed to:

name: _____
address: _____
_____ tel.: _____
e-mail: _____
website URL: _____

SIGNED FOR AND ON BEHALF OF NEW MEMBER

SIGNATURE:

NAME: _____

POSITION: _____

Date:

SIGNED FOR AND ON BEHALF OF THE CURRENT MEMBERS by

SIGNATURE:

NAME:

POSITION:

Date: