

# WIRELESS POWER CONSORTIUM, INC. MEMBERSHIP AGREEMENT

## WIRELESS POWER CONSORTIUM, INC. (无线充电联盟有限公司) 会员会籍协议<sup>1</sup>

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**”).

本 Wireless Power Consortium, Inc. ( “**WPC 无线充电联盟有限公司**” ) 会员会籍协议 ( “**协议**” ) 对 WPC 无线充电联盟和同意本协议条款的实体 ( “**会员**” ) 构成具有约束力的合同。会员权利、特权和义务自 WPC 无线充电联盟接受本协议之日起生效 ( “**生效日期**” ) 。

### 1 Membership

#### 会员会籍

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.

主要联系人可以随时在 WPC 无线充电联盟的正式会籍记录中修改会员的联系人信息，无需修改本协议。如果一个会员升级，WPC 无线充电联盟允许该会员将之前缴纳的会费用于升级该年度的新会费。

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

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<sup>1</sup> The original text is English and has been translated into Chinese for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

本协议原文为英文，翻译的中文版本仅供参考。如果英文版本与中文版本有任何不一致或含糊不清之处，以英文版本为准。

whose membership terminates, are not eligible for any refund unless explicitly granted by the WPC Board of Directors in its sole discretion.

年内升级的会员会费在升级生效月的第一天按比例计算。除非经 WPC 无线充电联盟理事会全权决定予以明确批准，降级或终止会员资格的会员不会收到退款。

## 2 Compliance and Obligations

### 应遵守的规定和义务

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](http://wirelesspowerconsortium.com) (the “**Articles**” and “**Bylaws**,” respectively) as of the Effective Date, and as the same may from time to time be amended.

*章程和细则。* 会员同意自生效日期起遵守 [wirelesspowerconsortium.com](http://wirelesspowerconsortium.com) 上公布的 WPC 无线充电联盟有限公司章程和细则（以下分别称“章程”和“细则”），这些章程和细则可能会不时修订。

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](http://www.wirelesspowerconsortium.com) as of the Effective Date or as adopted or amended thereafter, including without limitation WPC’s:

*政策。* 会员同意自生效日期起遵守 [www.wirelesspowerconsortium.com](http://www.wirelesspowerconsortium.com) 上公布的 WPC 无线充电联盟理事会正式通过的政策条款（“政策”），以及之后通过或修订的政策条款，包括但不限于 WPC 无线充电联盟的：

- (a) Antitrust Policy  
反托拉斯政策
- (b) Intellectual Property Rights Policy  
知识产权政策
- (c) Trademark License Policy  
商标许可政策
- (d) Product Registration Policies  
产品注册政策
- (e) Confidentiality Policy  
保密政策
- (f) Conflict of Interest Policy  
利益冲突政策
- (g) Financial Administration Policy  
财务管理政策

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.

*终止后义务。* 会员认可，政策中规定的一些义务在本协议及其 WPC 无线充电联盟会籍终止后仍然有效，详见相关政策中的描述。

- 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.  
*风险分担。* 会员认可，特定政策可能包含对会员有约束力的风险分担规定（如责任限制）。
- 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.  
*会费。* 会员同意及时支付其所属会籍类别的会费。如未付会费，会员的会籍权利将依照细则的规定终止。

### 3 Term and Termination 期限和终止

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.

本协议持续有效，直至会员（自愿）或 WPC（因会员未付会费或其他原因）根据细则终止会员的 WPC 无线充电联盟会籍。除非细则另有明确规定，如会员会籍终止，会员仍应支付应缴和欠缴的会费，已缴会费不予退还。

### 4 Notices 通知

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](http://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.

除非细则或 WPC 无线充电联盟政策另有明确要求或许可，本协议下的所有通知（“**通知**”）应按照 [wirelesspowerconsortium.com](http://wirelesspowerconsortium.com) 上描述的、不时更新的 WPC 无线充电联盟

通知系统（“**WPC 通知系统**”）的要求，以电子方式发出。按照 WPC 无线充电联盟通知系统的要求提供的通知在送出时即被视为已给出通知。会员自行负责提供和及时更新相关联系人详情，包括：（a）WPC 无线充电联盟正式会籍记录中的正式通知联系人；（b）WPC 无线充电联盟通知系统要求或认可的所有二级联系人。WPC 无线充电联盟可通过向会员发送信息链接（URL）通知，向会员发布必要的信息。

## 5 Assignment

### 转让

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.

除细则中对会籍转让的规定，任何一方不得未经另一方事先书面同意，转让其在本协议下的权利或义务。

## 6 Effectiveness and Interpretation of Agreement

### 协议效力及解释

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.

本协议和任何 WPC 无线充电联盟政策（例如 WPC 无线充电联盟知识产权政策）中适用《华盛顿哥伦比亚特区法规》第 29 条“企业组织”（Title 29 Business Organizations of the Code of the District of Columbia）的事项按其进行解释并受其管辖，所有其他事项按照美国纽约州的法律解释并受其管辖，不考虑法律冲突原则。本协议、包括所有附件，阐述了 WPC 无线充电联盟及会员的全部理解，取代之前与此相关的所有协议和理解。除非 WPC 无线充电联盟及会员的授权代表书面接受，否则对本协议进行的修改或增删均不具

约束力，放弃对任何违反或违约行为追责不构成放弃本协议下其他权利或放弃对后续违反或违约行为追责。本协议可签署一份或多份副本，每一份均应视为正本，但所有文本共同构成一份、为同一份文件。如本协议条款与细则或任何适用政策的条款有冲突，以细则或政策条款为准。

## 7 Signatures; Affiliates

### 签名；附属实体

**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.

*签名。* 会员可通过以会员身份加入 WPC 无线充电联盟、或 WPC 无线充电联盟指定的其他方式表明同意本协议。本协议无需签字即可生效。代表会员同意本协议的个人表明并保证其有权代表会员签署本协议。

**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.

*附属实体。* 会员认可，本协议对其附属实体规定了某些权利和义务；对于附属实体的基本专利，会员同意执行本协议条款，包括 WPC 无线充电联盟可能进行适当修改的条款（通知本协议下的会员）。

**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.

*定义。* 本协议所述的“附属实体”见细则中的定义，此定义为本协议的一部分。“基本专利”见 WPC 无线充电联盟知识产权政策中的定义，此定义为本协议的一部分。

**[signature page follows]**

**【以下为签名页】**

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

**【可以对签名页进行调整或省略，以适应电子合同签订的形式流程】**

## AGREED/同意:

Company name in English/公司英文名称:	Wireless Power Consortium, Inc.
公司中文名称 (optional/非必填):	
Name/姓名:	Name/姓名:
Title/职位:	Title/职位:
Signature/签名:	Signature/签名:
Date/日期:	Date/日期:

### Membership level:

会员级别:

- Associate Member (准会员)  
 Adopter Member (应用会员)  
 Regular Member (常规会员)

### Ecosystems(s) (Regular Member only):

生态系统 (仅常规会员):

- Qi生态系统  
 HI家用和工业生态系统

Primary Contact (initial "Official Notice Contact") 主要联系人 (初始 "正式通知联系人")
First name/名:
Last name/姓:
中文名 (optional/非必填):
Email/电子邮箱: *
Street Address/街道地址
City/城市
State/Province 州/省
Zip/Postal Code 邮政编码
Country 国家