

WIRELESS POWER CONSORTIUM, INC.

PRODUCT CERTIFICATION POLICY

This is the Product Certification Policy (“**Certification Policy**”) of the Wireless Power Consortium, Inc. (“**WPC**”) as referred to in WPC’s Membership Agreement. The Certification Policy describes certain general terms that apply to WPC members who submit products for WPC’s certification testing and process, which is set forth in WPC’s Product Certification Process, Market Inspection Process, and other procedural documents as referred to, and incorporated in, this Certification Policy.

1 Definitions

- 1.1 “**Material Breach**” means any breach of this Certification Policy by a party that is not cured within thirty (30) days of written notice by the non-breaching party of such breach. Any substantially related series of breaches will be deemed a single Material Breach and a series of substantially related events concerning a single Product Type of Certified Products will similarly constitute a single Material Breach.
- 1.2 “**Product Certification Listing Fee**” means a non-refundable, non-recoupable fee to be paid by a Member in consideration of the listing certification of a Product (as defined in the Product Certification Process).
- 1.3 The following defined terms used in this Certification Policy have the meaning set forth in the Product Certification Process document: “**Authorized Test Laboratory**”, “**Certification Criteria**”, “**Certification**”, “**Certified**”, “**Certified Product Database**”, “**IOC**”, “**Product**”, “**PTx Subsystem**”.
- 1.4 The following defined terms used in this Certification Policy have the meaning set forth in the Trademark License Policy: “**Member**”, “**WPC Specification**”.
- 1.5 The following defined terms used in this Certification Policy have the meaning set forth in the Market Inspection Process document: “**Final Non-Compliance Notice**”, “**Non-Compliance Fee**”, “**Non-Compliant Product**”, “**Substantially Similar Product**”.
- 1.6 The following defined term used in this Certification Policy has the meaning set forth in the WPC Bylaws: “**Affiliated Entity**”.

2 Fees

- 2.1 Each Member must pay WPC the applicable Product Certification Fee(s) set forth in Annex A for each Certified Product. Payment of the Product Certification Fee will be invoiced as described in the Product Certification Process and in accordance with the timing set forth in WPC's Financial Administration Policy. In any event, the Product Certification Fee is due prior to the relevant Product’s publication in the Certified Product Database.
- 2.2 If invoiced by WPC in accordance with the Market Inspection Process, each Member must pay WPC the applicable Market Inspection Fee(s) and Non-Compliance Fee(s) set forth in Annex A, in accordance with the applicable invoice. Payment of the Market Inspection Fee(s) and Non-Compliance Fee(s) will be due in accordance with the timing set forth in WPC's Financial

Administration Policy. The maximum Non-Compliance Fee(s) payable for multiple Final Non-Compliance Notices relating to a single Product and its Substantially Similar Products and for a single PTx Subsystem and all Products that contain such PTx Subsystem, shall not exceed the Non-Compliance Fee for Safety Non-Compliance, provided that these multiple Final Non-Compliance Notices concern the same type of non-compliance in a period within the initial detection of the non-compliance and Member complies with the actions required by WPC as a consequence of this non-compliance.

- 2.3 The Product Certification Fee(s), Market Inspection Fee(s), and Non-Compliance Fee(s) payable by Member hereunder will be paid net of any present or future tax, assessment, or governmental charge. Member will gross up the fees so that after deducting or withholding any applicable bank fees, tax, assessment or charge, WPC will receive a full amount of the Product Certification Fee(s), Market Inspection Fee(s), and Non-Compliance Fee(s) which would have been received by WPC had no deduction or withholding been required.
- 2.4 Each Member will be solely responsible for its expenses associated with executing the Product Certification Process, including, without limitation, the procedures carried out by the Authorized Test Laboratory and the IOC.

3 Product Certification Process

- 3.1 The detailed procedure for certifying products is described in WPC's Product Certification Process document ("**Product Certification Process**"). Members must comply with all terms set forth in the Product Certification Process. WPC may revise the Product Certification Process at any time and will give Member at least one month's prior written notice before such change is effective. WPC will provide such notice as set forth in the Membership Agreement.
- 3.2 The Product Certification Process document describes Certification updates and associated requirements. However, Members must use commercially reasonable efforts to comply immediately with updates to the specification or Certification Criteria specifically made for the purposes of consumer safety, as identified in the notice sent to Members.
- 3.3 WPC will have the right to disclose information about Member's Certified Products in accordance with the terms of the Product Certification Process. Upon a Member's request, WPC will provide a confirmation letter regarding the status of a product that has successfully completed all mandatory tests as described in the Product Certification Process, but which has not yet been made public in the Certified Product Database.
- 3.4 Each Member will inform its customers of Certified PTx Subsystems that such customers need to verify compliance with the applicable WPC Specification of all systems containing a Certified PTx Subsystem.

4 Market Inspection and Non-Compliance

- 4.1 Each Member acknowledges and agrees that compliance with Certification Criteria is essential for delivering the promise that Certified Products are interoperable and compliant with the safety features of the associated WPC Specification. WPC may verify a Member's ongoing compliance with the requirements for Certified Products through its market inspection procedure described in the Market Inspection Process document. The Market Inspection Process document details the

process, procedures, and remedies associated with the market inspection process, and Members agree to comply with all obligations set forth therein. WPC may revise the market inspection process at any time, but will give Members at least one month's notice before such changes go into effect.

- 4.2 In addition to any remedies set forth in this Certification Policy, Market Inspection Process or other WPC policy or procedure document, each Member acknowledges and agrees that in the event a Member has repeatedly failed market inspection for any Certified Product, WPC may decide to temporarily suspend such Member's rights to certify new Products.

5 Changes

- 5.1 Each Member will comply with the update and revision requirements set forth in the Product Certification Process, including any applicable grace periods. WPC may make updates to the WPC Specifications, the Product Certification Process, Certification Criteria, and the Market Inspection Process, and will inform Members of any such updates by written notice in accordance with the Membership Agreement and any other applicable notice requirements.

6 Remedies

- 6.1 Member acknowledges and agrees that, due to the potential for lasting effect and harm that could result from a Material Breach of this Certification Policy, if a Member commits a Material Breach of its obligations hereunder, monetary damages alone may not be a sufficient remedy. Accordingly, WPC will have the right to seek an injunction against such Member to halt any Material Breach, without prejudicing its right to seek any other available remedy for reason of such Material Breach. The right to seek injunctive relief is cumulative and not exclusive of any other rights that might be available to WPC under this Certification Policy or at law.
- 6.2 Notwithstanding anything to the contrary provided in this Certification Policy, a Member will not be required to recall Non-Compliant Products that are not in the Member's or its suppliers' control or possession, provided Member will not transfer any products for the purpose of circumventing its obligation to recall Non-Compliant Products.
- 6.3 Each Member acknowledges that WPC may take action to stop the distribution or sale by each Member's customers of Non-Compliant Products.
- 6.4 Each Member acknowledges that WPC may publish, on its website and/or other publications, the brand name, product name, and type number or manufacturer part number of any product that was subject to a Final Non-Compliance Notice, and any product that is found to carry a WPC Logo but is not a Certified Product.

7 Termination

- 7.1 WPC may remove a Member's Certified Product(s) from a WPC Certified Product Database (i) if the Member ceases to be in good standing, and its membership is suspended or terminated, (ii) upon a Material Breach by the Member of this Certification Policy or other WPC policies, including the Trademark License Policy, or (iii) as otherwise set forth in this Certification Policy, the Product Certification Process, or Market Inspection Process documents.

8 Limitations & Indemnification

- 8.1 WPC makes no warranties, express or implied. The WPC Specifications, and any contributions thereto provided by WPC, including without limitation the Certification Criteria, are provided “AS IS” with no warranties whatsoever, whether express, implied or statutory, including, but not limited to any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, guide, design or sample. WPC expressly disclaims any and all warranties, responsibility and liability for (non-)conformance of any product to a WPC Specification, product functionality or product interoperability.
- 8.2 Use of the Certification Criteria does not guarantee that any product will conform to the WPC Specification, function correctly or interoperate with any other product. Each Member acknowledges that it will be the Member’s sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the WPC Specification, correct functionality and interoperability. Each Member will be solely responsible for all test results and acknowledges and agrees that WPC will not be liable in any manner for any test results or the sufficiency or appropriateness of the Certification Criteria.
- 8.3 In no event will WPC or a Member be liable to each other for any loss of profits, incidental, consequential, indirect, or special damages arising out of, or related to, this Certification Policy, even when such party had advance notice of the possibility of such damages. The aggregate liability of WPC or any Member in a given year in connection with or arising out of this Certification Policy will not exceed the annual membership fee paid by the Member to WPC in such given year, except to the extent related to the indemnification obligations set forth below arising from a Member’s gross negligence, willful misconduct, or knowing disregard of WPC written policies, procedures, or instructions.
- 8.4 Each Member agrees to indemnify, defend, and hold harmless WPC, its officers, directors, employees, and agents for, from, and against any and all claims, demands, losses, liabilities, fines, sanctions, judgments, awards, costs, and expenses (including reasonable attorneys’ fees and costs) incurred by WPC through a claim or allegation arising out of or relating to: (i) the inaccuracy or violation of any of the Member’s representations, warranties, undertakings, covenants, and/or terms contained in this Certification Policy; or (ii) the Member’s marketing, advertising, promotion, endorsement, sale, or distribution of products or services that are Certified Products, that bear or refer to a WPC Logo or WPC Specification, or otherwise relate to this Certification Policy; provided, however, that that in no case will Member be required to indemnify WPC regarding a claim or allegation (x) that a WPC Logo is invalid or that it infringes or misappropriates any third party trademark, patent, or other intellectual property rights, so long as Member uses the WPC Logo in strict accordance with applicable WPC policies or (y) arising from Member’s implementation of a WPC Specification in accordance with WPC instructions. Member will not enter into any settlement or make any admission or statement in connection with this Certification Policy or related disputes that is disparaging of WPC or that requires any obligation, financial or otherwise, of WPC, without WPC’s prior written consent, which consent shall not be unreasonable withheld.

9 Affiliated Entities

- 9.1 Any Affiliated Entity of a Member has all of the rights of a Member under this Certification Policy, for as long as the applicable Member remains a member in good standing with WPC. All the

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terms set forth in this Certification Policy will apply to the Affiliated Entity. If an entity ceases to be an Affiliated Entity of a Member, or the Member associated with such entity ceases to be a WPC member in good standing, such entity's rights under this Certification Policy will terminate immediately and its products will be immediately removed from the Certified Product Database. A Member will be responsible and liable for the actions of any Affiliated Entity in connection with this Certification Policy.

Annex A Fees

Product Certification Fees

For Products for which WPC has conducted a final review and confirmed ready for Certification before January 1, 2024:

None.

For Products for which WPC has conducted a final review and confirmed ready for Certification on or after January 1, 2024:

Qi Receivers:

- Unique: \$750/Product
- Substantially Similar Product: \$250/Product

Qi Transmitters:

- Unique: \$750/Product
- Substantially Similar Product: \$250/Product

Market Inspection Fee

Market Inspection Fee: \$7000

Non-Compliance Fees

Qi Specification Non-Compliance: \$5000

Interoperability Non-Compliance: \$5000

Safety Non-Compliance: \$15,000

Note: all fees in US \$.