

Shenzhen Precise Testing Technology Co., Ltd.
1-2F, Building A, No. 2, Yihu Road, Shilong Community, Shiyan Town, Bao'an District, Shenzhen, China
Season Xu

Date: November 19th, 2014

Re: Wireless Power Testing Center Agreement

Dear Sirs,


Reference is made to the Wireless Power Testing Center Agreement made on November 19th, 2014 between Shenzhen Precise Testing Technology Co., Ltd. (the "Testing Center") and Logo License Administrator ("LLA") (the "Agreement").

It is hereby acknowledged and agreed that, notwithstanding Article 7.1 under the Agreement either the Testing Center or LLA may terminate the Agreement at anytime within six (6) months from the Effective Date on thirty (30) days' prior written notice to the other party.

Except as explicitly varied by means of this letter, all provisions of the Agreement shall remain in full force and effect.

Yours sincerely,

Logo License Administrator


Name: MICHELLE HUNT
Title: I&D-ISTO SR MGR.

Read and agreed:

Shenzhen Precise Testing Technology Co., Ltd.

The Wireless Power Consortium



Name: Menno Treffers
Title: Chairman



Name: Season Xu
Title: General Manager

Wireless Power Testing Center Agreement

Version 20110630

This Wireless Power Testing Center Agreement ("Agreement") is made and entered into by and between

Logo License Administrator (LLA, as hereinafter defined), acting on behalf of Wireless Power Consortium (the "**Consortium**"),

and

Shenzen Precise Testing Technology Co., Ltd. (the "**Testing Center**"),

having its registered office at 1-2F, Building A, No. 2, Yihe Road, Shilong Community, Shivan Town, Bao'an District, Shenzhen, China

and is effective as of November 19th, 2014 (the "**Effective Date**").

Whereas **Testing Center** is a Member of the Consortium, an organization governed by the Wireless Power Consortium Charter (the "**Charter**");

Whereas the Consortium has created the Wireless Power Logo (as hereinafter defined) to help identify interoperable wireless charging products that comply with the Wireless Power Specifications (as hereinafter defined), to the benefit of consumers and industry alike;

Whereas the LLA has been designated by the Steering Group of the Consortium to conduct the logo licensing activities for the Consortium;

Whereas the Wireless Power Logo License Agreement (the "**Logo Agreement**") between LLA and Logo Licensees (as hereinafter defined) specifies conditions for the licensed use of the Wireless Power Logo.

Whereas Certification is a necessary condition for any Logo Licensee to obtain a Wireless Power Logo license;

Whereas, Testing Center is willing to perform Certification (as hereinafter defined);

Whereas, the LLA is willing to authorize Testing Center to perform the Certification.

NOW, THEREFORE, in consideration of mutual covenants provided hereunder, Testing Center and the LLA hereby agree as follows:

The capitalized terms used but not herein defined shall have the respective meanings provided in the Charter and the Logo Agreement. The Charter and Logo Agreement are available from the Consortium website.

1 Definitions

- 1.1 **"Auditing Manual"** shall mean the Auditing Manual for Testing Center, which is available from the Consortium web site.
- 1.2 **"Auditing Testing Center"** shall mean a Fellow Testing Center that, on request of the LLA, audits Testing Center according to the procedures described in the Auditing Manual.
- 1.3 **"Certificate"** shall mean a declaration by the Testing Center reporting the result of the Certification (i.e. "pass" or "fail") to Licensee and LLA.
- 1.4 **"Certification"** shall mean the full series of tests to be performed by Testing Center on Certification Products according to the Test Specification, the Logo Agreement and this Agreement. The Testing Center shall report the result (i.e. "pass" or "fail") to the Licensee and to LLA by means of a Certificate
- 1.5 **"Certification Fee"** shall mean a non-refundable, non-recoupable fee to be paid by Testing Center to LLA for each Certificate issued to a Logo Licensee.
- 1.6 **"Certification Product"** shall mean a Wireless Power Product which requires Certification.
- 1.7 **"Confidential Information"** shall mean the Test Specification, Wireless Power Specification and any other information that is disclosed by the LLA to the Testing Center that is either marked "confidential" or "proprietary" when disclosed in written form, or indicated as "confidential" or "proprietary" when disclosed orally and confirmed in writing by the discloser within thirty (30) calendar days after such disclosure.
- 1.8 **"Consortium"** shall mean the Wireless Power Consortium with internet website www.wirelesspowerconsortium.com.
- 1.9 **"Extensions"** shall mean any one or more documents adopted by the Consortium, specifying a wireless power transfer interface that enables the wireless transfer of power at levels higher than those within the scope of the Wireless Low Power Specifications.
- 1.10 **"Fellow Testing Center"** means other testing centers who are party to a Wireless Power Testing Center Agreement with the LLA, and includes the Associated Companies of such Fellow Testing Centers.
- 1.11 **"Logo Licensee"** shall mean a Licensee under a Logo Agreement.
- 1.12 **"Logo License Administrator"** or **"LLA"** means the entity, designated by the Steering Group of the Consortium from time to time to conduct the logo licensing activities for the Consortium in accordance with the Charter. As of the Effective Date of this Agreement, the LLA is the party specified on the signature page of this Agreement.
- 1.13 **"Manufacturer"** shall mean manufacturer of the Certification Product that is submitted to the Testing Center for Certification.

- 1.14 **"Market Inspection"** shall mean conformance inspection by a Testing Center for Wireless Power Products randomly taken from the market, as requested by the LLA.
- 1.15 **"Product Information"** shall mean all information related to the Certification, including but not limited to test results of a Certification Product as provided by the Manufacturer of the Certification Product or generated by the Testing Center.
- 1.16 **"Receiver"** shall mean a device that receives the wireless power charging signal in accordance with the Wireless Power Specifications.
- 1.17 **"Testing Fee"** shall mean the fee that Testing Center charges Logo Licensees for its performance of the Certification, not including any payment for necessary taxes, bank charges and other costs, which shall not be borne by Testing Center.
- 1.18 **"Test Specification"** shall mean Wireless Power Compliance Test Specification, which includes testing policies, procedures and test tool specifications adopted and issued by the Consortium from time to time, setting out the rules for compliance with the Wireless Power Specifications by Logo Licensees and for verifying such compliance by Testing Center.
- 1.19 **"Transmitter"** shall mean a device that transmits the wireless power charging signal in accordance with the Wireless Power Specifications.
- 1.20 **"Wireless Low Power Specifications"** shall mean the documents entitled System Description Wireless Power Transfer Volume I: Low Power, Part 1: Interface Definition, Part 2: Performance Requirement, Part 3: Compliance Testing, as well as all updates, adopted and issued by the Consortium.
- 1.21 **"Wireless Power Logo"** means the logo depicted in the Wireless Power Logo Display Guidelines.
- 1.22 **"Wireless Power Products"** means Transmitter and/or Receiver.
- 1.23 **"Wireless Power Specifications"** shall mean the Wireless Low Power Specifications and future Extensions.

2 Authorization

- 2.1 LLA hereby authorizes Testing Center to perform the Certification.
- 2.2 Testing Center hereby agrees to perform the Certification pursuant to this Agreement and the Logo Agreement on a reasonable and non-discriminatory basis, including when Testing Center performs Certification of Certification Products submitted by an Affiliate of Testing Center.
- 2.3 Testing Center hereby agrees that LLA is entitled to require Testing Center from time to time to use certain tools as designated by LLA or perform certain actions as designated by LLA to maintain the quality of the Certification.

- 2.4 In the event a Certification Product fails to pass the applicable test items, if the Testing Center previously conducted Certification on such product and erroneously issued a Certificate to Licensee and LLA that the product has passed the Certification, then LLA may suspend the Testing Center's authorization to perform Certification of Certification Products for a period of 12 months. Notwithstanding the foregoing, no suspension shall be imposed if the Testing Center is able to explain, to the satisfaction of the LLA, the reason such Certification Product passed the Certification.
- 2.5 Testing Center acknowledges that, if Testing Center is disqualified for the Certification by the decision of the Consortium, LLA may terminate this Agreement pursuant to Article 7 hereof.

3 Certification and Testing Fee

- 3.1 The Testing Fee and payment terms thereon shall be determined by Testing Center on a reasonable and non-discriminatory basis.
- 3.2 The Certification Fee in the year 2011 shall be 0 Euro (no charge). The Certification Fee and the payment terms for the calendar year 2012 and thereafter shall be determined by the Consortium, on reasonable and non-discriminatory basis.
- 3.3 The Steering Group of the Consortium may change the Certification Fee. LLA shall inform Testing Center, Fellow Testing Centers and Logo Licensees of such change in Certification Fee by written notice at least 3 months before the start of a new calendar year. Such change in Certification Fee shall be on a reasonable and non-discriminatory basis.

4 Test Specification

- 4.1 Testing Center acknowledges and agrees that the LLA may amend the Test Specifications and the Logo License Agreement. LLA shall inform Testing Center of such amendment or update.
- 4.2 Testing Center shall use the amended or updated Test Specification and the Logo License Agreement for all Certifications, within 180 days after written notice by the LLA specifying such update, or within such longer period as specified by the LLA in such notice.

5 Use of Name

- 5.1 Testing Center hereby approves the LLA to insert and list the name and contact information of Testing Center in any web page maintained by the Consortium. Testing Center hereby agrees to keep LLA fully informed about any changes in the name and contact information of Testing Center.

6 Confidentiality

- 6.1** Testing Center agrees to treat Confidential Information as confidential and to not disclose Confidential Information to any third party without the prior written approval of the LLA for such disclosure. Testing Center acknowledges that under this Agreement, Testing Center is neither authorized nor licensed to use Confidential Information for any purpose other than performing the Certification.
- 6.2** All Product Information including the technical information about the Wireless Power Product shall be treated as Confidential Information and shall not be disclosed by Testing Center or the LLA to any third party or used for any other purpose than (a) to verify Licensee's Certification Product, and (b) to verify Wireless Power Products from a party other than Licensee, for which Wireless Power Product Licensee has strong reasons to believe that it is not compliant to the Wireless Power Specifications and may cause interoperability problems in the market.
- 6.3** Testing Center shall take all reasonable measures to establish internal procedures to prevent disclosure of Product Information to other departments of the company of which the Testing Center is a part and any Affiliates of the Testing Center. Such measures shall include, but not be limited to, the establishment of a "Fire wall" between itself and other departments of the company of which Testing Center is a part and any Affiliates of the Testing Center.
- 6.4** Notwithstanding Article 6.2 above, Testing Center may disclose the results of the Certification procedures to the LLA and Fellow Testing Center(s) if Licensee's identity name and model numbers are not disclosed to such Fellow Testing Center(s),
- 6.5** The obligations under this Article 6 shall not extend to information that (a) was generally known to the public at the time it was disclosed; (b) becomes generally known to the public after disclosure which is not a result of any improper inaction or action of LLA and/or Testing Center, or breach of LLA's obligations under the Logo Agreement; (c) was known to Testing Center, other than under an obligation of confidentiality, at the time of disclosure; (d) is disclosed to Testing Center, without any obligation of confidentiality by a third party with rightful authority to do so; (e) is independently developed by Testing Center, through a person or persons who did not have access to the information disclosed by Licensee under the verification procedures or (f) is disclosed by Licensee to a third party without restrictions on such third party's right to disclose or use the same.
- 6.6** Notwithstanding anything to the contrary contained herein, Testing Center may disclose Confidential Information and Product Information if required by any judicial or governmental request, requirement or order, or by operation of law, provided, however, Testing Center shall promptly inform LLA and/ or Manufacturer of such request, requirement or order and, at the request of LLA and/ or Manufacturer, take necessary steps to obtain a protective order against such disclosure.
- 6.7** The period such Product Information has to be kept is limited to a period of 5 years. After this period, Testing Center shall destroy this Product Information.

7 Term and Termination

- 7.1 This Agreement shall become effective as of the date first written above. The Term of the Agreement is 2 years with automatic extension unless either LLA or Testing Center terminates this Agreement by notifying in writing the other party of the intention to terminate this Agreement not less than thirty (30) days prior to the termination.
- 7.2 Articles 6, 7, 8 and 9 of this Agreement shall survive the termination of this Agreement.
- 7.3 Testing Center agrees that upon notification of termination of this Agreement by either LLA or Testing Center, all Confidential Information and Product Information will be sent to the LLA by registered mail and no copies of the Confidential Information and Product Information will be kept by the Testing Center. In the event that Manufacturer contacts the Testing Center after termination of this Agreement, the Testing Center will direct the Manufacturer to the LLA.

8 Indemnification

- 8.1 Testing Center shall indemnify and hold LLA harmless against and from any claim, legal action, loss, expense and damage arising from or in connection with Testing Center's performance under this Agreement and/ or its breach of this Agreement.

9 Governing Laws and Dispute Settlement

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, as if this Agreement were wholly executed and wholly performed within the Netherlands, and without reference to the conflict of laws principles thereof.
- 9.2 Any dispute arising out of this Agreement may be brought before any court of competent jurisdiction in The Netherlands and each party to this Agreement hereby: (i) irrevocably consents to the exclusive jurisdiction of such courts for the resolution of such disputes; irrevocably waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such courts or to the convenience of conducting or pursuing any action or proceeding in any such court; and (iii) irrevocably waives any right to a trial by jury regarding the resolution of any dispute between the parties hereto arising out of or in connection with this Agreement.

10 Amendment

- 10.1** LLA shall inform Testing Center within a reasonable timeframe of (i) any amendment as described in Article 10.2 hereof, (ii) any subsequent change of Test Specification, (iii) any subsequent change of the Wireless Power Specification, (iv) and any subsequent change of the Logo Agreement.
- 10.2** Testing Center acknowledges and agrees that LLA may unilaterally amend any term or condition of this Agreement with forty (40) day grace period if such amendment is determined by the Consortium; such grace period to begin on the date that LLA notifies Testing Center of such amendment.

11 Miscellaneous

- 11.1** Testing Center hereby agrees that upon request of the LLA, Testing Center may act as Auditing Testing Center.
- 11.2** Testing Center agrees that upon request of the LLA, Testing Center shall perform conformance inspection for Wireless Power Products randomly taken from the market ("Market Inspection").
- 11.3** Testing Center shall not transfer or assign to any third party all or a part of Testing Center's rights and obligations under this Agreement.
- 11.4** Testing Center shall adopt an independent and objective attitude towards any party, including all departments of the company of which Testing Center is part of.
- 11.5** Testing Center shall regularly report to LLA its Certification activities.
- 11.6** Upon request from LLA, Testing Center shall provide LLA or Auditing Testing Center with any record in connection with results, procedures and/or performance of the Certifications; provided, however, that LLA may request only such record as reasonably pertinent to (i) a dispute or controversy between LLA and Licensee over compatibility with a Wireless Power Specifications or (ii) serious complaints of LLA concerning Testing Center or (iii) the Consortium's evaluation of Testing Center's performance in connection with the Certification, in which case on request of the LLA an audit based upon the Audit Manual may be carried out by the Auditing Testing Center.
- 11.7** This document contains the entire agreement relating to the subject matter and supersedes all prior or contemporaneous agreements relating to the subject matter, written or oral, between the parties hereto. Subject to Article 10.2, this Agreement may only be modified by subsequent agreement in writing signed by an authorized representative of each party hereto.
- 11.8** Nothing in this Agreement shall be construed to constitute either party as the agent, servant, employee, partner, or joint venture of the other party. The parties to this Agreement are and shall remain independent contractors.

WIRELESS POWER TESTING CENTER AGREEMENT

11.9 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

11.10 The Testing Center, its employees or officers shall not to accept any inducement or bribe to improperly provide Test Reports.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

WIRELESS POWER TESTING CENTER AGREEMENT

Testing Center

Company name:

Shenzhen Precise Testing Technology Co., Ltd.

Signature: 

Name: Season Xu

Title: General Manager

Date: November 19th, 2014

LLA

Company name:

Signature: 

Name: Michela Hunt

Title: IEEE-1579 JAMP

Date: 16 December 2014

The Wireless Power Consortium


Name: Dr. Jeffrey

Title: Chairman