

IQRF Alliance Terms & Conditions

I. Preamble

Art. 1 Character of the Alliance

1. IQRF Alliance (further on as the "Alliance") is a free association of legal and physical entities that are interested in mutual beneficial cooperation in the area of development, production, sales support and a sale of devices utilizing the DPA protocol and Hardware Profiles for the IQRF technology.
2. The Alliance is an association without legal personality.
3. The founder of the Alliance is the IQRF Alliance s.r.o. company with its registered office in Jicin, Prumyslova 1275, post code 506 01, Company No. 4578461, registered in the Commercial Register at the Municipal Court in Prague, C 17136 (further on the "Alliance" or the "Founder").

Art. 2 Goals of the Alliance

4. The Alliance aims to support the development of technologies based on the DPA technology both in the area of technological development and the area of commercial use of this technology.
5. The Alliance also aims to support mutual cooperation and information exchange among its members.
6. The Alliance also aims to promote the IQRF brand and to make it generally known as one of the standards of wireless MESH networking.

II. Membership in the Alliance

Art. 3 Origin of Membership

7. The Founder of the Alliance decides on being accepted as an Alliance member, based on the application of an applicant for membership. The application form is published on the web site of the Alliance. Should the Founder evaluate positively the membership application, it shall draw up a pro-forma invoice for the applicant to pay the joining fee. The membership in the Alliance originates on the day of payment of the joining fee on the account of the Founder.

Art. 4 Suspension or Termination of Membership

8. Should a member of the Alliance not pay the annual membership fee by the deadline, their membership will be suspended until the time of due payment of the annual fee. In the course of membership suspension, the member is not entitled to exercise the rights of the Alliance member pursuant to Article 5 of these Terms & Conditions.
9. The membership in the Alliance shall cease on the basis of the Founder's decision. The Founder is entitled to terminate the membership in the Alliance particularly due to the following facts:
 - a. It comes out that the data stated in the membership application were not true or complete;
 - b. The Alliance member violates any of his duties that are imposed onto him by the Terms & Conditions, whereas the violation of a duty is considered to be serious;
 - c. Despite the request of the Founder, the member shall not pay the annual membership fee by February 28 of the year for which the fee is due.
10. The membership in the Alliance shall cease too by a member cancelling their membership. An Alliance member is entitled to cancel their membership in the Alliance, in such a case their membership ceases on the date of the delivery of a written notification of the Alliance member of the cancellation of their membership.
11. Results of membership cessation:
 - d. withdrawal of the logo of the former member from the IQRF Alliance web;

- e. withdrawal of the products of the former member from the IQRF Alliance web;
- f. suspension of access to the dedicated parts of the IQRF Alliance web.

III. Rights and Duties of Alliance Member

Art. 5 Rights of Alliance Member

12. An Alliance member has the right to utilize for their commercial activity the information, procedures and technologies developed by the Founder and, possibly, by the other Alliance members, including the technologies that are available with limitation, particularly:
- a. to utilise the DPA technology and public hardware profiles with the possibility to record these protocols and profiles (in the plug-in form) in the IQRF TR modules;
 - b. to utilize the information sources of various categories under the condition of complying with the relevant duties, established to protect such information according to the relevant category of the information;
 - c. to utilize the extended user support of technologies covered by the Alliance;
 - d. to use the Alliance logo for promotion of member's company, brand and products with integrated technology or know-how of the Alliance;
 - e. to participate in the community life of the Alliance members, including the option to get in touch with the other Alliance member in the form of shared contact information;

Art. 6 Rights of Alliance Member

13. An Alliance member is obliged particularly:
- a. to pay the joining fee and annual membership fee to the Founder.
 - i. The joining fee amounts to 1 000 EUR and is paid by the applicant for membership on the basis of a pro-forma invoice, drawn up by the Founder with the due date of 30 days. The Founder shall draw up the pro-forma invoice immediately after positively evaluating the application of the applicant for membership in the Alliance. The joining fee covers the membership in the Alliance until the end of the calendar year in which the membership originated. Should the application for membership be submitted by the applicant after the 1st of September of the relevant year, the joining fee shall cover the membership in the following calendar year, too. Based on a decision of the Founder, production companies and universities may be exempt from paying the joining fee. By paying the joining fee, the applicant for membership obtains credit amounting to 1 000 euro for the purchase of goods in the <http://iqrif.org/eshop/> e-shop.
 - ii. The annual membership fee amounts to 1 000 EUR. The annual fee shall be paid once a year in advance, i.e. it shall be paid on the basis of an invoice with a due date of 30 days which shall always be drawn up by the Founder as of the 30th of November of the year proceeding the year which shall be paid for.
 - b. To utilize the technologies covered by the Alliance, resulting typically in the production of devices, using such technologies;
 - c. To comply with the principles of ethical conduct, particularly to act in a qualified manner, in good will, with the highest professional care, honestly, politely, collegially, helpfully and in accordance with good morals, in no case to damage by their conduct the justified interests and rights of the Alliance and its members, and to act in accordance with the principles of equality and impartial conduct towards all, regardless their race, religion, nationality, sex and age. An Alliance member must not be involved, either directly or indirectly, in any activity that could be interpreted as seeking or exacting bribes, illegal commissions or other payments and advantages.
 - d. To comply with the following rules for using the information that they shall receive from the Founder or other Alliance members, should a stricter information protection not be agreed on contractually:
 - i. Category A information – an Alliance member must not disseminate, copy, display or otherwise disclose such information to third persons. An Alliance member must restrict the group of people from their own employees or consultants that will come into contact with such information and must take such measures that prevent the information from its unauthorized dissemination. An Alliance member is obliged to utilize the Category A information only for his own purposes and must comply with other conditions established for

using such particular information. Example: technical documentation for reference designs (reference design of devices) which is a complete production / technical (circuit diagram, printed circuit, mechanical set-up) documentation for the devices. An Alliance member may utilize the technical documentation in their device under the condition that the device utilizes the IQRF technology (i.e. utilizes the IQRF TR modules, produced according to the technology developed by the Founder). Another condition for the utilization of such information shall be the marking of visible IQRF and Alliance logos on the relevant product.

- ii. Category B information – an Alliance member must not disseminate, copy, display or otherwise disclose such information to third persons. An Alliance member must restrict the group of people from their own employees or consultants that will come into contact with such information and must take such measures that prevent the information from its unauthorized dissemination. An Alliance member is obliged to utilize the Category B information only for their own purposes and no other restricting conditions apply. Example: the libraries and the source code of the libraries that an Alliance member may freely utilize in their device.
 - iii. Category C information – an Alliance member may disseminate, copy, display and disclose such information to third persons. An Alliance member must not change, modify or alter such information without the consent of its author. Example: the protocol documentation, application notes.
 - iv. Category D information – an Alliance member may disseminate, copy, display and disclose such information to third persons, when always stating its author. Example: the source code of pre-determined examples.
- e. To allow the Alliance to use member’s logo for promotion of the member’s company, brand and products, as well as the Alliance itself.

IV. Final Provisions

- 14. The modifications of and amendments to the Terms & Conditions shall be performed by the Founder who shall notify all the members of such a modification minimally 3 months before such modifications come into effect. Each member shall have the right to terminate their membership by withdrawing from the Alliance should they not agree with the modification of the Terms & Conditions.
- 15. These Terms & Conditions come into force and effect on the day of 2013-9-9.
- 16. In Jicin, Czech Republic, on the day of 2013-09-01.

Agreement with IQRF Alliance Terms & Conditions

I read, understood and agree to the IQRF Alliance Terms & Conditions.

Company:

Registered office:

Company No:

Registered in Commercial Register:

Tel./Fax:

Represented by:

Position:

Signature:

IQRF Alliance member approved by:

Name: Hynek Syrovatka

Position: CEO

Company: IQRF Alliance s.r.o.

Signature: