

IQRF Alliance Terms & Conditions

I. Preamble

Art. 1 Character of Alliance

1. IQRF Alliance (further on as the "Alliance") is a free association of legal and physical entities interested in mutually beneficial cooperation in the areas of development, production, sales support, and sale of devices utilizing the IQRF® Data Controlled Transceiver technology.
2. The Alliance is an association without legal personality.
3. The founder of the Alliance is 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 as the "Alliance" or the "Founder").

Art. 2 Goals of Alliance

4. The Alliance aims to support the development of technologies and end products based on the IQRF® Data Controlled Transceiver technology both in the area of technological development and in the field of commercial use.
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. Alliance Membership

Art. 3 Origin of Membership

7. The Founder of the Alliance decides whether an applicant is accepted based on the applicant's request for membership. The application form is published on the Alliance website. Should the Founder evaluate positively the membership application, the Founder shall draw up a pro-forma invoice for the applicant to pay the annual fee. Alliance membership originates on the day of the payment of the annual fee to the account of the Founder or the day of the delivery of two signed copies of these Terms & Conditions to the address of the Alliance, whichever happens later.

Art. 4 Suspension or Termination of Membership

8. Should an Alliance member not pay the annual membership fee by 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. Alliance membership shall cease by the decision of the Founder. The Founder is entitled to terminate the membership particularly for the following reasons:
 - a. It comes out that the data stated in the membership application were untrue or incomplete;
 - b. Alliance member violates, in a way that is considered to be serious, any of his duties that are imposed onto them by these Terms & Conditions;
 - c. Alliance member shall not pay the annual membership fee by the end of the first month after the fee is due.
10. Alliance membership shall also cease by a member cancelling their membership. Alliance member is entitled to cancel their Alliance membership. In such case, their membership ceases on the date of the delivery of a written notification of membership cancellation.
11. Consequences of membership suspension or cessation:
 - a. suspension or withdrawal of the right to purchase IQRF® Data Controlled Transceivers for prices of IQRF® Transceivers determined by an up-to-date IQRF® price list;
 - b. suspension or cessation of the promotion of Alliance member's products and business activities;

- c. suspension or withdrawal of access to dedicated parts of the IQRF Alliance web.

III. Rights and Duties of Alliance Member

Art. 5 Rights of Alliance Member

12. Alliance member has the right to utilize for their commercial activities information, procedures and technologies developed by the Founder and by other Alliance members, including the technologies that are available with limitations, particularly:
- a. to purchase IQRF® Data Controlled Transceivers for prices of IQRF® Transceivers determined by an up-to-date IQRF® price list;
 - b. to utilize information of various categories under the condition of complying with relevant duties established to protect such information according to its category;
 - c. to utilize extended user support of technologies covered by the Alliance;
 - d. to use the Alliance's activities for promotion of the member's products and business activities;
 - e. to use the Alliance logo for promotion of the member's company, brand and products with integrated technology or know-how of the Alliance;
 - f. to participate in the community life of Alliance members, including the option to get in touch with other Alliance members via shared contact information.

Art. 6 Duties of Alliance Member

13. Alliance member is obliged particularly:
- a. to pay to the Founder the annual membership fee, which amounts to 1,000 EUR. This fee shall be paid once a year in advance, i.e. it shall be paid by an invoice with a due date of 30 days. This invoice shall always be drawn up by the Founder as of the date the membership of the Alliance member started;
 - b. to utilize technologies covered by the Alliance, resulting typically in the production of devices using such technologies;
 - c. to refrain from sale of IQRF® Data Controlled Transceivers unless these IQRF® Data Controlled Transceivers are part of a functioning electronic appliance;
 - d. 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, loyally, helpfully and in accordance with good morals, never 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;
 - e. to comply with the following rules of using the information that they shall receive from the Founder or other Alliance members, should 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 Category A information solely for his own purposes and must comply with other conditions established for using such information. Example: technical documentation for reference designs (reference design of devices) which constitutes 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® Transceiver 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 unauthorized dissemination of such information. Alliance member is obliged to utilize Category B information solely for their own

purposes. 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 – Alliance member may disseminate, copy, display and disclose such information to third persons. Alliance member must not change, modify or alter the information without the consent of its author. Example: protocol documentation, application notes.

iv. Category D information – Alliance member may disseminate, copy, display and disclose such information to third persons while stating its author. Example: the source code of pre-determined examples.

f. To allow the Alliance to use the member's logo for promotion of the member's company, brand and products, as well as the Alliance itself.

IV. Final Provisions

14. All modifications of and amendments to these Terms & Conditions shall be performed by the Founder who shall notify all Alliance members of such modifications at least three months before these 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.

15. These Terms & Conditions come into force and effect on the day of 2014-9-23.

16. In Jicin, Czech Republic, on the day of 2014-06-23.

Agreement with IQRF Alliance Terms & Conditions

I read, understood and agree with these IQRF Alliance Terms & Conditions and I am entitled to sign for the undermentioned Organization.

Organization:

Registered office:

Organization No.:

Tel:

Represented by:

Position:

Signature:

Date:

IQRF Alliance member approved by:

Name: Simon Chudoba

Position: CEO

Company: IQRF Alliance s.r.o.

Signature:

Date: