

## **Wi-Fi Alliance Conditions of Membership Policy**

The Wi-Fi Alliance cannot compel members to advance its purposes or conform to its procedures and therefore is wholly dependent on its members' voluntary cooperation to achieve its goals. Applicant understands and wishes to cooperate with the purposes of the Wi-Fi Alliance and is applying for membership in the organization solely for the advancement of those purposes. Failure or refusal of Applicant to cooperate with the purposes or procedures of the organization applicable to its members without good cause will be grounds for suspension, revocation or non-renewal of membership.

Applicant also understands and acknowledges that if it elects to participate in certain optional membership activities, such as having its products certified, using the Wi-Fi Alliance's marks, or participating in a Wi-Fi Alliance pavilion at a trade show, it will be obligated to undertake specific additional contractual obligations to the Wi-Fi Alliance. While choosing to participate in those activities is optional, adherence to the corresponding contractual obligations once Applicant agrees to participate is not. Applicant agrees that as a member, it will faithfully perform any contractual obligation to the Wi-Fi Alliance that it undertakes. Applicant understands and acknowledges that the breach of any such agreement shall be a basis for suspension, revocation, or non-renewal of membership.

### **Support of Competition:**

Wi-Fi Alliance members may and are encouraged to compete for sales of products or services. Members recognize that cooperation within the framework of the Wi-Fi Alliance is intended to maintain and respect competition. No communication, activity or procedure of the Wi-Fi Alliance is intended to encourage or result in any action by any member or members that may in any way have an anticompetitive impact on the networking product or service industry at any level or that may result in any unfair or unlawful trade practice. Applicant acknowledges that it has read the Wi-Fi Alliance Antitrust Guidelines and that it will comply with them at all times while it is engaged in Wi-Fi Alliance-related activities.

### **Use of Information:**

Information that members disclose at Wi-Fi Alliance meetings or in connection with Wi-Fi Alliance functions is not treated as confidential or proprietary information of the member and may be used by the Wi-Fi Alliance or other members in connection with Wi-Fi Alliance activities. Information that is disclosed at Wi-Fi Alliance meetings or in connection with Wi-Fi Alliance activities is regarded as the confidential information of the Wi-Fi Alliance unless the information is generally known to the public at the time of disclosure or the Wi-Fi Alliance has authorized its disclosure. All members shall abide by Wi-Fi Alliance decisions regarding the time and place of public release of information about or generated by the Wi-Fi Alliance.

### **Intellectual Property Rights:**

Applicant will respect any intellectual property rights that the Wi-Fi Alliance may acquire from time to time and shall not take any action with respect to those rights that is inconsistent with Wi-Fi Alliance ownership of those rights. Applicant will also comply with the requirements of the Wi-Fi Alliance Intellectual Property Rights Policy, provided however, that adopter members are not obligated to this specific requirement.

### **Member Affiliates:**

To the extent that Applicant registers one or more of its qualified affiliates to participate in Wi-Fi Alliance activities, Applicant shall at all times remain responsible for the conduct of that affiliate and shall cause that affiliate to comply with all terms and conditions of membership. Applicant understands and acknowledges that the misconduct of an affiliate may be a basis for the suspension, non-renewal, or termination of Applicant's membership.