

**GLOBALPLATFORM NON-CONFORMANCE INVESTIGATION AGREEMENT**

This document (the "Agreement") is an agreement between GlobalPlatform, Inc. ("GP"), with offices at 544 Hillside Rd, Redwood City, CA 94062, and the undersigned company ("Company"), and shall be effective as of the date that both GP and Company (each sometimes referred to herein as a "party" and collectively as the "parties") have executed below (the "Effective Date"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Qualification and Listing Procedures (defined below), and all other capitalized terms used herein shall have the meanings set forth in Section 1 below or elsewhere in this Agreement.

Whereas, GP manages the GP Compliance Program, as more fully described in its *Qualification and Listing Procedures*, and in connection therewith, offers Product Vendors an opportunity to seek Qualification and/or Listing (as applicable) of Products by subjecting such Products to applicable Testing; and, as part of the GP Compliance Program, GP offers the Services described herein to assist Product Vendors in assessing Products that may not, as a result of such Testing, demonstrate sufficient conformance to the GP Specifications; and

Whereas, Company is the owner of one or more Products and wishes to engage GP to provide such Services pursuant to this Agreement and one or more Addenda hereto.

Now wherefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, subject to the Terms and Conditions set forth in the following pages of this Agreement, the parties hereby agree as follows:

**Company**

Company Name:			
Business Address:			
State/Province:	Country:	Postal Code:	
City:			

**Company Contact**

Name:	Title:
Direct Telephone Number:	E-mail:
Location:	Fax:

<i>Company Officer Signature</i> ↑		<i>Date</i> ↑
Company Officer Name:	Title:	

**GlobalPlatform, Inc.**

<i>GlobalPlatform, Inc. Signature</i> ↑	
Name:	
Title:	
Date:	

## Terms and Conditions

**1. Definitions.** For purposes of this Agreement, the terms below when capitalized shall have the following meanings:

“Addendum” means an addendum substantially in the form attached as Exhibit A hereto, properly completed and executed by Company and submitted to GP along with all supporting documentation specified therein or as otherwise required by GP, and all applicable Fees.

“Assessment” is defined in Section 2(a)(iv) below.

“Assessment Request Form” means a request for an Assessment on the form attached as Exhibit B hereto.

“Assessment Request Package” means the complete set of information, documentation and other materials required to be provided to GP by the applicable Product Vendor prior to GP beginning a given Assessment, including without limitation, a completed Assessment Request Form executed by an officer of the Company, the items described in Section 2(c)(ii) below and such other information, documents or other materials as GP may request prior to beginning such Assessment.

“Fees” is defined in Section 4 below.

“GP Compliance Program” means the program managed by GP for purposes of validating whether submitted Products demonstrate sufficient conformance with applicable GP Specifications and related Configurations.

“GP Materials” means, other than Assessment Reports, all materials and information of, or made available to Company by or on behalf of, GP, each portion thereof, all right, title and interest in and to each of the foregoing, and any other Intellectual Property of GP.

“GP Specification” means a specification published by GP.

“GP Website” means GP’s web site located at [www.globalplatform.org](http://www.globalplatform.org), and any successor or replacement web site thereto managed and operated by GP.

“Intellectual Property” means, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights thereof; (b) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; (c) patents, patent applications, continuations, divisionals, reexaminations, reissues; (d) designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues thereof now or hereafter in force of the foregoing (including any rights in any of the foregoing) and foreign equivalents thereof.

“Listing” means the listing of a Qualified or Listed Product on the applicable list of Products on the GP Website or in other GP publications in accordance with the GP Compliance Program.

“Product” means a card, device or systems related product or component, or a Test Tool.

“Product Vendor” means a vendor of a Product.

“Qualification” means written validation by GP pursuant to an applicable Letter of Qualification, indicating that a given Product has satisfied applicable GP Compliance Program requirements and test procedures, and accordingly, is formally recognized by GP as having satisfactorily demonstrated compliance with the applicable GP Specification and Configuration (if applicable) for the applicable

category of Product, so long as such Qualification has not expired, terminated, or been revoked, withdrawn or invalidated.

“Qualification and Listing Procedures” means the then current version of GP’s Self Testing and Product Qualification Processes document and related guidance, as from time to time amended and made publicly available by GP on the GP Website. The Qualification and Listing Procedures are hereby incorporated as a part of this Agreement.

“Qualified or Listed Product” means a Qualified Product, Self-Tested Product or Qualified Test Tool.

“Self-Tested Product” means a Product that has sufficiently demonstrated conformance with the applicable GP Specification and Configuration through Testing by the Product Vendor.

“Test Tool” means a tool that integrates any portion of the GP Materials and is created, developed or produced for purposes of performing tests to determine compliance with any GP Specification.

“Testing” means the testing of a Product (for a Product other than a Test Tool, by a Qualified Laboratory or the applicable Product Vendor; and for a Test Tool, at or in connection with an applicable TestFest), in order to satisfactorily demonstrate compliance with the applicable GP Specification for the applicable category of Product in accordance with GP Compliance Program requirements and test procedures.

“Vendor Impact Analysis” is defined in Section 2(c)(ii)(A) below.

**2. Services.** In connection with the GP Compliance Program, subject to the terms and conditions of this Agreement and the applicable Addendum, GP agrees to perform the following services described below during the Term (collectively, the “Services”):

a. Non-Conformance Assessment Services.

i. Assessment Request. At any time and from time to time, by submitting a complete Assessment Request Package to GP in accordance with the instructions on the Assessment Request Form and applicable GP Compliance Program requirements, Company may request that GP perform an Assessment (defined below) with respect to any Company Product that has failed during Testing to satisfactorily demonstrate compliance with the applicable GP Specification and Configuration (if applicable) and as a result, is ineligible for a corresponding Qualification and/or Listing.

ii. Initial Review. Upon receipt of Company’s Assessment Request Package, GP shall review the materials provided by Company, and notify Company of any additional materials or clarification that may be required or necessary for GP to initiate an Assessment of the relevant Product.

iii. Addendum. Once GP has determined that Company has provided all information, documentation and other materials necessary and required to begin such Assessment, GP shall prepare and deliver to Company an Addendum identifying the Product in question, and setting forth GP’s estimate of the Fees GP will charge to perform the Assessment and the timeframe in which GP expects the Assessment to be completed (the “Assessment Period”). GP shall have no obligation whatsoever to begin such Assessment until the requirements set forth in this paragraph and the applicable Addendum have been satisfied to GP’s satisfaction.

iv. Assessment. Upon execution of a mutually acceptable Addendum by the parties regarding such Assessment, and Company’s payment to GP of the Assessment Initiation Fee, subject to the terms of this Agreement and such Addendum, GP shall use commercially reasonable efforts to perform an assessment of the Product identified in such Addendum in accordance with the applicable

provisions of the Qualification and Listing Procedures, and the Addendum (an "Assessment"), including but not limited to the following:

A. Review of the corresponding materials provided by Company, and listing of failed Tests identified therein; and

B. Within the applicable Assessment Period, delivery to Company of a written Non-Conformance Analysis Report (an "Assessment Report") regarding the Product in accordance with the non-conformance provisions of the Qualification and Listing Procedures, including:

1. An assessment of whether the deficiencies of the Product (each a "Deficiency"), as indicated by the failed Tests, may (or may not) generate an interoperability impact when deploying the Product;

2. An assessment of which Deficiencies are critical for achieving compliance with the applicable GP Specification and Configuration (each a "Critical Deficiency"), and which Deficiencies that are not critical for achieving such compliance (each a "Non-Critical Deficiency"); and

3. For all identified Deficiencies, identification of the corresponding portion of the applicable Test Suite, indication of whether or not each Deficiency is acceptable, and recommendations for remediation thereof.

v. Successful Assessment Results. If GP determines (whether before or after remediation efforts by Company) that all Deficiencies noted in the applicable Assessment Report are Non-Critical Deficiencies, and that Company and such Product otherwise satisfy all applicable conditions and requirements for Qualification and/or Listing in accordance with applicable GP Compliance Program requirements, then:

A. for Products (other than Test Tools) submitted for Testing by a Qualified Laboratory and Test Tools submitted for Testing at an applicable TestFest, if Company has executed and delivered to GP a Qualification and Listing Agreement acceptable to GP (a "Qualification Agreement"), then GP shall: (A) provide to Company a proposed Letter of Qualification for such Product, identifying the Non-Critical Deficiencies of such Product, and (B) if Company countersigns such Letter of Qualification and returns the executed version thereof to GP, deem such Product to have satisfied the conditions and requirements for initial Qualification and/or Listing (as applicable) pursuant to such Qualification Agreement, and in accordance therewith, provide a Listing of such Product (identifying such Non-Critical Deficiencies) on the applicable list of Products that have achieved Qualification on the GP Website, subject to the terms, conditions and restrictions (including but not limited to the provisions thereof relating to revocation and maintenance of the applicable Qualification) of the Qualification Agreement; or

B. for Products subjected to Testing by Company, if Company has executed and delivered to GP a GP Self Tested Product Listing Agreement acceptable to GP (a "Listing Agreement", and each Qualification Agreement and Listing Agreement, a "Program Agreement"), then GP shall: (A) provide to Company a letter or other communication identifying the Non-Critical Deficiencies of such Product (a "Listing Letter"), and (B) if Company countersigns such Listing Letter and returns the executed version thereof to GP, deem such Product to have satisfied the conditions and requirements for initial Listing pursuant to the Listing Agreement, and in accordance therewith, provide a Listing of such Product (identifying such Non-Critical Deficiencies) on the list of self-tested Products on the GP Website, subject to the terms, conditions and restrictions of the Listing Agreement.

b. Non-Conformance Investigation Services.

i. Notification. If at any time during the Term a Company Qualified or Listed Product is removed from the applicable GP list of Qualified or Listed Products on the GP Website and/or identified in the "Interoperability Issues List" on the GP Website (which identification may include a copy

of the corresponding Vendor Impact Analysis where available), GP shall notify Company (each a “Non-Conformance Notice”).

ii. Delivery of Vendor Impact Analysis. With respect to each Product for which Company receives a Non-Conformance Notice, unless otherwise agreed by GP and Company in a given instance, Company shall, within fifteen days of the later of (A) the effective date of such Non-Conformance Notice or (B) the Effective Date of this Agreement, provide to GP a corresponding Vendor Impact Analysis and proposal for a corrective action plan.

iii. Initial Review. Following receipt of Company’s Vendor Impact Analysis pursuant to the preceding clause (ii), GP shall (A) review the materials provided by Company, (B) notify Company if any additional materials or clarification is required or necessary for GP to initiate an Assessment of the Product in question, and (C) once GP has determined that Company has provided all information, documentation and other materials necessary and required to begin such Assessment, prepare and deliver to Company an Addendum identifying the Product in question, and setting forth GP’s estimate of the applicable Fees and Assessment Period for such Assessment. GP shall have no obligation whatsoever to begin such Assessment until the requirements set forth in this paragraph and the applicable Addendum have been satisfied to GP’s satisfaction.

iv. Assessment. Upon execution of a mutually acceptable Addendum for such Assessment by the parties, and Company’s payment to GP of the Assessment Initiation Fee, subject to the terms of this Agreement and such Addendum, GP shall use commercially reasonable efforts to perform an Assessment of the Product identified therein, including but not limited to the following:

A. Review of the corresponding materials provided by Company; and

B. Assisting (at Company’s sole cost and expense) in Company’s development and implementation of an appropriate investigation and corrective action plan.

v. Successful Remedial Action. At such time as GP has determined to its satisfaction that the documentation submitted to GP no longer indicates the presence of any Critical Deficiencies of such Product, and that Company and such Product otherwise satisfy all applicable conditions and requirements for reinstatement of the applicable Listing, such Listing shall be reinstated; provided, however, that if any Non-Critical Deficiencies remain, the provisions of Section 2(a)(v)(A) and 2(a)(v)(B) shall apply and the Letter of Qualification issued by GP pursuant to such Sections shall have the same expiration date as the original Letter of Qualification for such Product.

c. General Requirements. Company hereby acknowledges and agrees to the following:

i. Retests. In the event that any Test Report, Test Results or Assessment with respect to any Product proves to be inconclusive or fails to demonstrate a Product’s sufficient conformance with applicable GP Compliance Program requirements, Company shall, upon GP’s request and at Company’s sole cost and expense: (A) retest some or all of the corresponding Product samples with one or more different Qualified Laboratories, (B) use different Product samples for retests and/or (C) permit GP to witness any and all retest procedures performed by such Qualified Laboratories.

ii. Additional Information. Prior to each Assessment pursuant to Section 2(a) above, and upon GP’s reasonable request in connection with each other Assessment, Company shall provide to GP the following:

A. Company-prepared impact analysis of all Product Deficiencies (a “Vendor Impact Analysis”) and proposal for a corrective action plan;

B. Complete copies of all Test Reports and Test Results (or the applicable TestFest results in the case of a Test Tool) relating to the applicable Product, including a detailed list of all failed Tests;

C. A detailed analysis of all failed Tests and Deficiencies of the Product in question, prepared by the applicable Qualified Laboratory (or by Company in the case of a Self-Tested Product or Test Tool);

D. Product samples to the extent requested by GP or a Qualified Laboratory in connection with Product retests required by GP; and

E. Any and all other information, documentation or materials reasonably requested by GP in connection with such Assessment.

iii. Prior to Assessment of any Product previously tested by a Qualified Laboratory, Company shall ensure that the latest Test Suite published for the Configuration supported by such Product has been performed by a Qualified Laboratory.

iv. Company is and shall be solely responsible for all of its costs and expenses in connection with this Agreement and all Assessments, including but not limited to any and all costs and expenses associated with required retests and the provision of sample Products to Qualified Laboratories in connection therewith.

v. Company shall ensure that all information, documentation and other materials provided to GP in connection with this Agreement and any Assessment is true, accurate and complete in all material respects.

vi. Company shall, upon GP's reasonable request, promptly provide GP or its agents with access to any and all information submitted to, or received from, the applicable Qualified Laboratories in connection with the Testing of any Company Product subject to Assessment.

vii. Company shall comply at all times with the Qualification and Listing Procedures and all related GP Compliance Program and Assessment policies, rules, procedures and requirements.

viii. GP may engage subcontractors to perform any portion or all of the Services on its behalf.

ix. With respect to each Assessment, Company shall describe the system and hardware requirements for the applicable Product as part of the Vendor Impact Analysis. If any Product Assessment cannot reasonably be performed using equipment then available to GP, Company must supply GP with the additional hardware and system support (collectively, the "Company Equipment") necessary to enable GP to perform the Assessment. Company will list such Company Equipment in the Addendum covering the Product for which such Company Equipment is required. GP will archive and retain possession of such Product and user documentation for a period of one year following delivery of the Assessment Report for such Product, after which time GP may keep or destroy these materials at its option, except as otherwise agreed in writing between the parties or as set forth in this Agreement or the applicable Addendum. If Company so requests, GP will make arrangements, at Company's expense and risk and subject to any applicable export restrictions, to return Company Equipment to Company at the conclusion of the Assessment. Although GP will use reasonable efforts to safeguard the Product and any Company Equipment while such items are in its possession, GP assumes no responsibility for such items and recommends that Company maintain proper insurance for such items at all times. Upon request, Company agrees to supply replacement or additional Company Equipment if GP determines, in its discretion, that such replacement or additional Company Equipment is necessary to conduct the Assessment.

x. For the avoidance of doubt, each Assessment shall be limited to the assessment of the Product in accordance with the applicable Addendum, and shall not include re-Assessment of the same (or a modified version of such) Product after remediation thereof. Accordingly, in the event that an

Assessment is performed, and Company thereafter wishes for GP to perform further assessment of that product, a new Addendum and applicable Fees will be required.

**3. Qualification and Listing.** Company acknowledges and agrees that, notwithstanding anything to the contrary herein: (a) Assessment does not guaranty Qualification or Listing, (b) GP may at any time reject, refuse to list, or de-list any Product in accordance with the applicable Program Agreement or GP Compliance Program procedures and requirements, (c) each Qualification and/or Listing is subject to the terms and conditions of the applicable Program Agreement and GP Compliance Program procedures and requirements, and (d) nothing in this Agreement shall or shall be construed to grant to Company or entitle Company to any Qualification or Listing, or to authorize Company to use any trademark, logo or other Intellectual Property of GP. All such rights (if any) shall be governed by separate written agreement between the parties.

**4. Payments.** In consideration of the Services under a given Addendum, Company shall pay to GP all fees specified in such Addendum (collectively, "Fees"), as and when specified therein. Unless otherwise expressly provided in the applicable Addendum, Company shall pay each invoice for Fees within thirty (30) days of the applicable invoice date. GP shall have no obligation to initiate or continue any Assessment while applicable Fees are due and payable. All Fees are non-refundable.

**5. Ownership.**

a. Company acknowledges and agrees that the GP Materials and all other information and materials (other than Assessment Reports) provided to Company by or on behalf of GP in connection with this Agreement are and shall at all times be and remain the exclusive property of GP, and that, except as otherwise expressly provided in this Section, nothing in this Agreement shall be construed to convey or license to Company or any third party any right, title or interest in or to any of the GP Materials.

b. Company hereby grants to GP the license (with the right to sublicense to subcontractors performing Services on GP's behalf) to use any and all information and materials provided to GP in connection with this Agreement (including but not limited to Assessment Reports, Test Reports and Product samples) for internal testing purposes and otherwise as necessary, reasonable or appropriate in order to perform the Services. GP shall use the foregoing in accordance with this license, and will not take title to, sell or otherwise use any of the foregoing unless authorized by Company in writing. Company represents and warrants that it has all necessary rights and licenses to fully comply with its obligations pursuant to this Agreement and to grant all of the rights and licenses provided for herein.

**6. Limitation of Remedies; No Warranty; Indemnification.**

a. GP's entire liability and Company's exclusive remedy for any error by GP or its subcontractors in the performance of any Services with respect to a given product under this Agreement or for any other claim against GP or its subcontractors based directly or indirectly on this Agreement shall be for GP, in its sole discretion, to either: (a) refund the fee paid by Company to GP under the respective Addendum for such Product, or (b) perform a new Assessment of the Product which is the subject of Company's claim. NO RESULT SET FORTH IN ANY ASSESSMENT REPORT, AND NO STATEMENT OF GP, WHETHER WRITTEN OR ORAL, SHALL BE DEEMED TO BE OR CONSTRUED AS A WARRANTY THAT ANY PRODUCT OR IS COMPATIBLE WITH ANY OTHER PRODUCT, OPERATING SYSTEM, HARDWARE, OR THIRD PARTY MATERIALS. GP EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, THE RESULTS OF SUCH SERVICES, AND THE USE, DISCLOSURE, OR PUBLICATION BY ANY PARTY OF SUCH RESULTS (INCLUDING BUT NOT LIMITED TO THE ASSESSMENT REPORTS).

b. IN NO EVENT SHALL GP OR ANY OF ITS MEMBERS, OR ANY OF ITS OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES OR PARENT ENTITIES, OR ANY DIRECTOR, OFFICER, EMPLOYEE, CONTRACTOR, OR AGENT OF ANY OF THE FOREGOING (EACH OF THE

FOREGOING, A "GP PARTY" AND COLLECTIVELY, THE "GP PARTIES") BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES) ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SERVICES PERFORMED BY GP UNDER THIS AGREEMENT OR ANY USE, DISCLOSURE, OR PUBLICATION OF THE RESULTS OF SUCH SERVICES, EVEN IF SUCH GP PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL GP'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY COMPANY TO GP UNDER THE ADDENDUM PURSUANT TO WHICH THE PARTICULAR PRODUCT WHICH IS THE SUBJECT OF COMPANY'S CLAIM WAS SUBMITTED TO GP.

c. Company shall indemnify, defend and hold harmless the GP Parties from all losses, costs, damages, claims and other expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from or arising out of (i) any breach of any of the terms or conditions of this Agreement by Company or (ii) any third party claim relating to any Company product, service or activity or the use thereof, including but not limited to, any claim that a third party Intellectual Property right is infringed in connection with the manufacture, use, importation, sale, offer for sale, distribution, reproduction or display of any Company Product either alone or in combination with other products, processes, services or systems, except to the extent that such losses, damages, liabilities, costs and expenses are directly attributable to the gross negligence, reckless conduct or intentional wrongdoing of GP.

## **7. Restrictions on Use and Disclosure.**

a. Confidentiality. For the purposes of this Agreement, "Confidential Information" shall mean any and all proprietary or confidential information or materials disclosed in connection with the performance of this Agreement and conspicuously marked as "Confidential" or "Proprietary" by the party disclosing such information ("Discloser"), and (a) with respect to GP, shall also include all GP Materials (all of which shall be deemed Confidential Information of GP) and (b) with respect to Company, shall also include all Assessment Reports (which shall be deemed Confidential Information of Company), whether or not so marked; provided, however, that the term "Confidential Information" shall not include any information that (1) is or becomes generally publicly available through no fault of the party receiving such information ("Recipient"); (2) is lawfully obtained from a third party that has the right to make such disclosure; (3) is known to Recipient prior to receipt from the Discloser or any officer, agent, contractor or representative thereof; or (4) Recipient independently develops without use of or reference to any of the Discloser's Confidential Information. With respect to the Discloser's Confidential Information, the Recipient shall:

i. not use, or allow any other person or entity to use, such Confidential Information for any purpose other than as contemplated by this Agreement, or as otherwise may be specifically authorized by the Discloser in writing (the "Permitted Purposes");

ii. except for Permitted Purposes, not make any copies or summaries of such Confidential Information without the Discloser's prior written approval;

iii. take reasonable precautions and measures to maintain the confidentiality of such Confidential Information, which precautions and measures shall be at least equal to those taken to protect its own Confidential Information;

iv. not disclose or furnish such Confidential Information to any person or entity except to employees, consultants, subcontractors or agents of the Recipient who have a need to know the information for the Permitted Purposes and are under a written obligation to maintain the confidentiality of the Confidential Information; and

v. promptly return such Confidential Information to the Discloser, including all copies (excluding archival and/or automatically generated backup copies), drawings, documents, and other manifestations containing any such Confidential Information, upon (A) request (or at the Discloser's



discretion, destroy such Confidential Information with evidence in writing), or (B) termination of this Agreement.

b. **No Implied Grant of License.** Unless otherwise stated herein, all Confidential Information shall remain the property of the Discloser. No license or other right under any patent, copyright, trade secret, trademark or other proprietary right of Discloser is granted or implied by Discloser's disclosure of any Confidential Information to the Recipient.

c. **Disclosures Required by Law.** A disclosure of Confidential Information by the Recipient (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality; provided, however, that Recipient shall provide prompt written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

**8. Term and Termination.** This Agreement shall be effective upon the Effective Date and shall remain in effect until expired or terminated in accordance with this Section. The term of this Agreement (the "Term") shall automatically expire upon the expiration or termination of all of Company's Qualifications and Listings.

a. **Termination By Company.** Company may terminate this Agreement for any or no reason immediately upon written notice to GP.

b. **Termination By GP.** GP may terminate this Agreement (i) without cause by providing Company with at least thirty (30) days prior written notice of its intent to terminate, such termination to be effective at the end of such thirty (30) day period or (ii) immediately upon written notice to Company if (A) GP discontinues all Qualification or Listing programs for which Company then has a valid Qualification or Listing, (B) Company violates or does not comply or cooperate fully with any material term or requirement of this Agreement or (C) Company makes any assignment of assets or business for the benefit of creditors, a trustee or receiver is appointed to conduct the business or affairs of Company, or Company is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy.

c. **Effect of Termination.** Upon any expiration or termination of this Agreement, all obligations of the parties hereunder shall cease, except that the parties respective obligations pursuant to the provisions of Sections 3 through 7, 8(c) and 9 through 21 of this Agreement shall survive.

**9. Force Majeure.** GP shall not be liable in any way because of any delay or failure in performance due to unforeseen circumstances or any cause beyond GP's control, including, without limitation, strike, lockout, riot, war, fire, earthquake, act of God, accident, failure or breakdown of components necessary to accomplish the Services, Company or subcontractor caused delays, or compliance with any law, regulation or order of any government body, agency or any instrumentality thereof.

**10. Compliance with Laws.** In performing its obligations under this Agreement, neither party will be required to undertake any activity that would conflict with the requirements of any applicable law, statute, rule, regulation, interpretation, judgment, order or injunction of any governmental authority.

**11. Relationship of the Parties.** This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Company shall have no power to obligate or bind GP in any manner whatsoever.

**12. Assignment and Transfer.** Company may not assign or transfer this Agreement or any right granted hereunder without the prior written consent of GP, and any attempted assignment without consent shall be void. Notwithstanding the foregoing, Company may assign this Agreement, including all of its rights and obligations under this Agreement, to any successor of its business; provided, however, that any such assignment will not relieve Company of any of its obligations under this Agreement.

Subject to the foregoing restrictions, this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

**13. Entire Agreement.** Each Addendum shall constitute a separate agreement for Services on the terms and conditions stated herein, and the terms and conditions set forth herein shall be incorporated by reference in each Addendum. This Agreement, all Addenda hereto, and all schedules, appendices or other materials attached hereto or thereto (each of which is incorporated herein by this reference) or incorporated herein by reference, sets forth the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes any and all prior agreements between the parties regarding such subject matter.

**14. Notices.** Except as otherwise provided herein, all notices to be made hereunder shall be given or made at the respective address of the intended recipient (for GP, as set forth in the preamble to this Agreement; and for Company, to the address specified by Company on the first page hereof), unless notification of a change of address is given by either party in writing in accordance with this Agreement. Where notices are required to be given in writing, such notices shall be by first-class or equivalent mail service, and the date of mailing shall be deemed the date the notice is given. Notice in writing also may be given by email, provided that a confirming electronic receipt is received by the sender. Notices to GP by email shall be sent to [secretariat@globalplatform.org](mailto:secretariat@globalplatform.org), and notices to Company by email shall be sent to the email address specified by Company herein.

**15. Modification, Waiver.** Except for the requirements and terms of GP's Qualification programs, which may be amended by GP in its sole discretion, none of the terms of this Agreement may be amended, modified, or supplemented, or provisions hereof waived, except by an express agreement in writing executed (including through an electronic click-through process) by both parties. Any waiver of a breach by either party is not a waiver of any subsequent or other breach. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement, shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. No person, firm, group or corporation other than Company and GP shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

**16. Severability.** If any provision of this Agreement or portion thereof should be declared invalid for any reason, the invalid provision or portion thereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

**17. Certain Construction Rules.** The Section headings used in this Agreement are for convenience of reference only and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. In addition, as used in this Agreement, unless otherwise expressly stated to the contrary, all references to days, months or years are references to calendar days, months or years. A reference to a Section by number includes all subparagraphs contained in the Section.

**18. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

**19. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law provisions of the State of Delaware or any other jurisdiction. Each party consents to the exclusive jurisdiction and venue of the state and federal courts within the State of Delaware.

**20. Arbitration.** All disputes, controversies or claims arising out of or relating to this Agreement, which are not settled by the parties hereto shall be settled by binding arbitration conducted by the American Arbitration Association ("A.A.A.") in Delaware, in accordance with the A.A.A. rules then in effect. The award rendered in any arbitration will be final and binding, and may be enforced in any court

of competent jurisdiction. GP and Company agree that each will bear its own costs and fees incurred in any arbitration hereunder, and that the arbitrator shall not have the power or authority to award costs or fees to a prevailing party.

**21. GlobalPlatform's Remedies.** Company acknowledges that its failure to comply with the terms of this Agreement, including, but not limited to, Company's duties after expiration or termination of this Agreement, may result in immediate and irreparable damage to GP, and GP may seek equitable relief by way of temporary and permanent injunction and such other further relief as any court with jurisdiction may grant or deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which GP may be entitled under this Agreement or otherwise.

*[remainder of page intentionally left blank]*

**Exhibit A**  
**Addendum to GlobalPlatform Non-Conformance Investigation Agreement**

This document constitutes an "Addendum" for purposes of the GlobalPlatform Non-Conformance Investigation Agreement (the "Agreement") between GlobalPlatform, Inc. ("GP") and the undersigned company ("Company"). This Addendum is entered into in connection with and incorporates the terms of the Agreement, as of the date executed by GP and Company below.

Company Name:			
Company Registration No:			
Business Address:			
City:	State/Prov.:	Country:	Postal Code:
Product Details:	Product Reference and Version No. (as it appears or will appear on the GP Website):		
Product Type (check one):	<input type="checkbox"/> Lab Tested Product	<input type="checkbox"/> Self-Tested Product	<input type="checkbox"/> Test Tool
GlobalPlatform Configuration and Version No.:			
GlobalPlatform Test Suite and Version No.:			
<b>Company Primary Contact:</b>			
Name:		Title:	
Direct Telephone:		E-mail:	
Location:		Fax:	
<b>Additional Required Information</b>			
Assessment Initiation Fee	(paid at Addendum signing)		
Additional Fees	(billed net 30)		
Total Fees			
Assessment Period	(number of weeks)		
By signing this Addendum, I acknowledge, agree and certify, by and on behalf of the Company, to the foregoing, and that (i) Company hereby engages GP to perform an Assessment of the above Product in accordance with the Agreement, (ii) the above Product satisfies all prerequisites for performance of an Assessment, (iii) all information provided to GP by Company regarding the above Product is accurate and complete, and (iv) I have been duly authorized by Company to execute and submit this Assessment Request.			
<i>Company Officer Signature</i> ↑		<i>Date</i> ↑	
Company Officer Name:		Title:	
<b>Received by GlobalPlatform, Inc.</b>			
<i>GlobalPlatform, Inc. Signature</i> ↑		<i>Date</i> ↑	
Name:			
Title:			

**Exhibit B**

**Assessment Request Form**

This document constitutes an Assessment Request Form for purposes of the GlobalPlatform Non-Conformance Investigation Agreement between GlobalPlatform, Inc. ("GP") and the undersigned company ("Company") as of the date executed by GP and Company.

Company Name:			
Company Registration No:			
Business Address:			
City:	State/Prov.:	Country:	Postal Code:
Product Details:	Product Reference and Version No. (as it appears or will appear on the GP Website):		
Product Type (check one):	<input type="checkbox"/> Lab Tested Product	<input type="checkbox"/> Self-Tested Product	<input type="checkbox"/> Test Tool
GlobalPlatform Configuration and Version No.:			
GlobalPlatform Test Suite and Version No.:			
<b>Company Primary Contact:</b>			
Name:		Title:	
Direct Telephone:		E-mail:	
Location:		Fax:	
<b>Instructions for Submission of Assessment Request Package:</b>			
1. If the Product is Lab Tested, check here, please confirm that the latest Test Suite published for the Configuration supported by such Product has been performed by a Qualified Laboratory. Lab Tested Products will not be assessed until this condition has been satisfied.			
2. Confirm that you have gathered all of the following for submission:			
<input type="checkbox"/> Vendor Impact Analysis <input type="checkbox"/> Proposal for a corrective action plan <input type="checkbox"/> Complete copies of all Test Reports and Test Results (for Products other than Test Tools) <input type="checkbox"/> Complete copies of all applicable TestFest results (for Test Tools) <input type="checkbox"/> Detailed list of all failed Tests <input type="checkbox"/> Detailed analysis of all failed Tests and Deficiencies, prepared by the applicable Qualified Laboratory (or by Company in the case of a Self-Tested Product or Test Tool); <input type="checkbox"/> Product samples if previously requested by GP or a Qualified Laboratory for retests <input type="checkbox"/> All additional information, documentation and materials specifically requested by GP <input type="checkbox"/> This Assessment Request Form executed by an officer of the Company			
3. Deliver the completed Assessment Request Package to GP as follows:			
[_____]			
[_____]			
[_____]			
[_____]			

By signing this Assessment Request Form, I acknowledge, agree and certify, by and on behalf of the company identified above ("Company"), to the above and that (i) Assessment of the Product identified above and the procedures for such Assessment, are subject to the terms, conditions and restrictions of the GP Compliance Program, the Agreement and the Addendum to be executed in connection with such Assessment, including without limitation, payment of applicable Fees, (ii) the Product satisfies all prerequisites for the corresponding Assessment, (iii) all information provided to GP by Company regarding the above Product is accurate and complete and (iv) I have been duly authorized by Company to execute and submit this Assessment Request.

*Company Officer Signature* ↑

*Date* ↑

Company Officer Name:

Title:

**Received by GlobalPlatform, Inc.**

*GlobalPlatform, Inc. Signature* ↑

*Date* ↑

Name:

Title: