



**GLOBALPLATFORM, INC.
MEMBERSHIP AGREEMENT**

To: GlobalPlatform, Inc.
Attn: Tono Aspinall
544 Hillside Road
Redwood City, CA 94062
Fax: +1-650-362-2334
Email: membership@globalplatform.org

1. Membership.

1.1 In accordance with the terms and conditions of this Membership (“Agreement”), the undersigned applicant (the “Applicant”) hereby applies to become a Member of GlobalPlatform, Inc., a Delaware corporation (the “Company”), at the level indicated on the signature page of this Agreement (the “Membership”). The rights and obligations of the Membership are as set forth in the Bylaws of the Company (the “Bylaws”) and the Certificate of Incorporation of the Company (collectively, the “Governing Documents”), copies of which the Applicant acknowledges receiving. This Agreement shall not become effective until (i) it is accepted by the Company in accordance with the Bylaws of the Company and (ii) subject to Sections 6 below, the Company has received the initial Annual Dues set forth on the signature page hereto.

1.2 By signing below, the Applicant acknowledges and agrees that, when signed and accepted by the Company, this Agreement represents a binding contract between the parties and commits the Applicant to (i) timely payment of all Annual Dues and fees as determined from time to time by the Board of Directors of the Company, and (ii) comply with all the terms and conditions of the Company’s Certificate of Incorporation and Bylaws and such rules and policies as the Board of Directors and/or committees may from time to time adopt. The Applicant certifies that it meets the conditions of Membership specified in the Bylaws.

2. Representations. In connection with this Membership, the Applicant acknowledges that it has had the opportunity to read this Agreement and the Governing Documents. The Applicant acknowledges that it is the responsibility of each Applicant to determine what additional information such Applicant desires to obtain in evaluating the desirability of becoming a Member and to request such information from the Company.

3. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained in this Agreement and replaces all prior or contemporaneous agreements with respect thereto.

4. Delaware Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made and to be performed wholly within the State of Delaware. Any litigation in connection with this Agreement will be brought only in Delaware, and the Applicant submits to the in personam jurisdiction of the courts in such county.

Initials

5. Authority. The Applicant further represents that it is duly authorized to enter into this Agreement, and that the person signing on its behalf below is duly authorized to bind the Applicant to the terms of this Agreement. The Applicant hereby directs the Company to send all legal notices, invoices and other communications to the “Designated Representative” noted below at the email address supplied below. The Applicant may change the name of the designee or the address below at any time by sending the change, in writing or by email, to the Company at the above address.

6. Payment Terms. All Applicants must pay the applicable Annual Dues specified on the signature page below for their Level of Membership in order to join as Members; provided that the Membership of Applicants who wish to join after 31st October of the Company’s then current fiscal year will become effective upon satisfaction of all other Membership requirements and payment of a prorated amount of such Annual Dues reflecting the portion of that fiscal year which remains after the Applicant signs this Agreement (the “Prorated Amount”). In all membership years thereafter, standard Annual Dues for the applicable Level of Membership shall apply and will be due on 1 October. All Annual Dues are payable to the Company in US dollars and are non-refundable. Notwithstanding the foregoing, by signing below, each Applicant who joins after 31st October of the Company’s then current fiscal year hereby agrees that, if the Applicant’s Membership ceases before the Applicant has paid at least half of the Annual Dues applicable to Applicant’s Level of Membership (the “Minimum Dues”), then the Applicant shall promptly pay the Company the difference between the Minimum Dues and the Prorated Amount. Any Member may resign its Membership for the upcoming fiscal year at any time by providing notice to the Company in accordance with the Bylaws; provided that if such Member does not provide such notice by 15 October of the then current fiscal year, such Member will be charged for and remain obligated to pay a prorated amount of applicable Annual Dues for such upcoming fiscal year reflecting the portion of such upcoming fiscal year that precedes the effectiveness of such notice.

7. Upgrading Membership. Choosing a higher level of membership, also known as Upgrading, is governed by Section 2.7 Change in Membership of the Company Bylaws. Members should consult the above Bylaws Section when contemplating a change in membership.

8. Related Company Membership. As defined in Section 2.13 of the Bylaws, a “Related Company” is any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than 50% of the voting securities of the entity in question.

8.1 Limitation of Certain Rights. While any number of Related Companies can take advantage of this eligibility, all Related Companies as a group may only have one representative on the Board of Directors at one time.

8.2 Validation. The Applicant must submit a letter with this application from the Related Company which is a Member, signed by a duly authorized representative of the Related Company, and validating that the Applicant is a Related Company of the Member, as defined in Section 2.13 of the Bylaws.

9. Subject to Change. The Board of Directors may at any time in its sole discretion change the rules set forth above.

The Applicant understands and agrees to the above additional terms.

Signature on behalf of Applicant

This Membership Agreement is executed on behalf of the entity subscribing hereto, as of this ____ day of _____, 20____.

Name of Applicant Company/Organization: _____

Signature on behalf of Applicant: _____

Name of person signing: _____

Title of person signing on behalf of Applicant: _____

Address of Applicant: _____

| Select Level of Membership: | Annual Dues: |
|--------------------------------|-----------------------------------|
| Full (Voting) Member | <input type="checkbox"/> \$33,000 |
| Participating (Voting) Member* | <input type="checkbox"/> \$26,500 |
| Observer (Nonvoting) Member | <input type="checkbox"/> \$13,000 |
| Public Entity (Nonvoting) | <input type="checkbox"/> \$7,000 |
| Consultant Member (Nonvoting) | <input type="checkbox"/> \$1,500 |

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|--|--|
| Designated GlobalPlatform Representative: Name: _____ Email: _____ Billing Representative (optional) Name: _____ Email: _____ | IPR (Legal) Representative: Name: _____ Email: _____ Marketing Representative (optional) Name: _____ Email: _____ |
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Please note that the IPR Policy requires certain responses on behalf of the Applicant. The Applicant hereby designates the following person as its IPR Representative for purposes of receiving notices under the IPR Policy (you may designate up to two additional persons to be sent copies of such notices). All such notices will be sent by email to the address(es) that you include above, unless you designate a new recipient by email to: membership@globalplatform.org

***For Participating Members only:**

Select the one Committee your company will participate in:
 Participating Members must declare which Committee they intend to join.
 Further information about committee charters and activities can be found at www.globalplatform.org

- SE Committee
- TEE Committee
- TPS Committee

 For GlobalPlatform Use only

Accepted as of _____, 20____ Signature: _____
 GLOBALPLATFORM, INC. Name: _____
 Title: _____