MIFARE.NET PARTNER AGREEMENT

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This MIFARE.NET Partner Agreement (hereinafter "Agreement") is made by and between NXP B.V., a Dutch corporation, having a place of business at High Tech Campus 60, 5656 AG Eindhoven, The Netherlands ("NXP"), and the subscriber to MIFARE.NET who successfully completed the registration procedure at www.mifare.net ("User").

NXP and the User are under this Agreement collectively referred to as the Parties and individually also as a Party.

Background

(A)   NXP has developed contactless smart card ICs, reader components, software and technology that it markets under the MIFARE® brand for which NXP owns registrations in nearly 70 jurisdictions.

(B)   User sells and offers via his website(s) various products containing NXP contactless chips, as well as related products and services.

(C)   User wishes to indicate to end consumers and others that these products are high quality, genuine, leading edge products which contain NXP's proprietary technology by using MIFARE marks in conjunction with the marketing, sale, and support of MIFARE products.

(D)   NXP is willing to grant User a license to use the MIFARE Trademarks on the terms and conditions set out in this Agreement.

(E)   In connection with the aforementioned license NXP offers the opportunity to use its internet platform MIFARE.NET for marketing, sale, and support of MIFARE products.

(F)   User wishes to make use of MIFARE.NET platform.

(G)   NXP is willing to grant User access to MIFARE.NET on the terms and conditions set forth below.

1   Definitions

Associated Companies shall mean any entity that is directly or indirectly controlled by User now or hereafter. For the purposes of this definition an entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter entity, ordinarily entitled to vote in the election of directors, (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter entity) is held by the owning and/or controlling entity.

User shall be liable for any failure of its Associated Companies to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

Authorized Purpose shall mean the marketing, sale, and support of Licensed MIFARE Products, including placement of the MIFARE Trademarks directly on the Licensed MIFARE Products.

Licensed MIFARE Product shall mean a product containing a genuine MIFARE chip manufactured by NXP or under license from NXP.

MIFARE.NET shall mean the domain or URL "www.mifare.net/", including all homepages and subpages related thereto (such as but not limited to "www.mifare.com"), as offered by NXP to user. MIFARE.NET is intended as online information resource for contactless smartcard technology. MIFARE.NET contains a comprehensive list of suppliers of smart cards, tags, readers and terminals, as well as system integrators and those involved in software services.

MIFARE Trademarks means the registered and unregistered trademarks specified in Annex A. MIFARE Trademarks may amongst others consist of or include MIFARE brand names as well as MIFARE logos.

Trademark Usage Guidelines shall mean the guidelines set forth in Annex B, which NXP may amend from time to time.

2   License and terms of use

2.1 Subject to the terms and conditions of this Agreement NXP hereby grants the User a royalty free, non-exclusive, non-transferable and world-wide license, without any right to sublicense, to use the MIFARE Trademarks and MIFARE.NET in conjunction with the Authorized Purpose.

2.2 In addition to the terms and conditions of this Agreement User shall comply with the Trademark Usage Guidelines as well as any other conditions, policies and/or user guidelines published on MIFARE.NET. In the event that NXP reasonably considers that the User fails to meet such guidelines in using the MIFARE Trademarks and/or MIFARE.NET and NXP provides the User with a written notice to such effect, the User shall immediately remedy such failure. Subsequent, failure to remedy after notification shall be considered a material breach of this Agreement.

2.3 NXP has the right to conduct compliance testing to ensure that all Licensed MIFARE Products are genuine and compliant. Should any product fail the compliance testing, NXP will notify User that such product is not a Licensed MIFARE Product, and User shall cease all use of the MIFARE Trademarks and MIFARE.NET in any form or manner with such product. Failure to cease use after notification shall be considered a material breach of this Agreement and without prejudice to any other remedy available under this Agreement, NXP will be allowed to remove User and/or Infringing Products from MIFARE.NET.

2.4 User shall not offer, sell, or promote any product or service with reference to the MIFARE Trademarks, whether directly or indirectly, if such product or service is not a Licensed MIFARE Product.

2.5 User shall not use any mark equal or similar to the MIFARE Trademarks in any manner whatsoever that:

a. would be detrimental to the distinctive character and repute of the MIFARE Trademarks; or

b. would enable User to benefit from the reputation of the MIFARE Trademarks through means that are generally not accepted in international commercial practice.

For the avoidance of doubt, this may include without limitation incomplete comparisons, false advertising, and bait-and-switch practices.

2.6 User shall indemnify and hold harmless NXP for any and all losses and damages arising from breach of this Sections 2.4. and 2.5 User and NXP agree that such damages shall at least amount to liquidated damages of € 0,50 (fifty Euro-cent) per product offered, sold, or otherwise exploited. This provision shall by no means limit or waive any right or remedy of NXP to obtain compensation for damages incurred by NXP or its affiliated companies.

3 Enforcement and Ownership

3.1 User acknowledges NXP's ownership of the MIFARE product technology and intellectual property rights vested in the Licensed MIFARE Products and MIFARE.NET, including but not limited to patents, MIFARE Trademarks and trade secrets.

3.2 User agrees that it (and those under its control) will not interfere with NXP's attempts to register and maintain MIFARE intellectual property rights, including MIFARE Trademarks and patents by, for instance, opposing or attempting to cancel any such registrations.

3.3 User represents and warrants that it (and those under its control) holds no issued trademark or domain name registrations or pending trademark or domain name applications anywhere in the world for the mark or sign "MIFARE" or any mark or sign incorporating the mark or sign "MIFARE".

3.4 User further represents and warrants that it (and those under its control) will not reverse engineer, decompile, disassemble or otherwise analyze the underlying ideas or structure of any Licensed MIFARE Product, produced by or on behalf of NXP, or with any Licensed MIFARE Product produced by or on behalf of a third party with NXP's permission.

3.5 NXP will upon its own discretion decide on any legal measures to be taken against unlicensed third parties using the MIFARE Trademarks. User shall on a best efforts basis support NXP in the preparation of any legal actions by NXP against such unlicensed third parties.

4 Term and Termination

4.1 This Agreement shall have an initial term of one (1) year after acceptance by User of this Agreement via MIFARE.NET (the Effective Date), and automatically renew for additional one (1) year terms, unless written notice is given by a Party of its intent to terminate the Agreement no fewer than sixty (60) days prior to the renewal date.

4.2 Each Party may terminate this Agreement by means of a written notice to the other Party in the event of a material breach by the other Party and such breach is not remedied within 30 days after receipt of a notice specifying the nature of such breach and requiring it to be remedied. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting Party may be lawfully entitled and all such remedies shall be cumulative.

4.3 NXP may immediately terminate this Agreement by giving a written notice to the User, if any of the following events occur to the User:

    (i)   a trustee or receiver for all or substantially all of the assets of the User is appointed; or

    (ii)   the User commences voluntary proceedings in bankruptcy or seek reorganization, dissolution, liquidation or winding-up, or any other relief under bankruptcy act; or

    (iii)   any involuntary proceedings are commenced or any other action is taken against the User in bankruptcy or seeking reorganization, dissolution, liquidation, winding-up or any other relief under bankruptcy laws and such event continues for ninety (90) days undismissed and discharged; or

    (iv)   assignment of all or substantially all of the User's assets is made for the benefit of creditors other than as security for indebtedness; or

    (v)   the User ceases to function as a going concern or to conduct its operations in the normal course of business;

    (vi)   fails to comply with any condition, policy, guideline or instruction of NXP in relation to the use of MIFARE.NET and/or the MIFARE Trademarks.

4.4 Upon the termination of this Agreement for any reason, User shall immediately cease the use of the MIFARE Trademarks and MIFARE.NET.

5 Disclaimer of warranties

5.1 USER EXPRESSLY UNDERSTANS AND AGREES THAT:

    (i)   THE USE OF MIFARE.NET IS AT THE SOLE RISK OF USER.

    (ii)   MIFARE.NET AND THE LICENSE HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NXP (INCLUDING ITS ASSOCIATED COMPANIES) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO

THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(iii) NXP (INCLUDING ITS ASSOCIATED COMPANIES) DOES NOT WARRANT THAT:

    a. MIFARE.NET WILL MEET THE REQUIREMENTS OF USER,

    b. MIFARE.NET WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

(iv) ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MIFARE.NET OR ACCESS THERETO IS DONE AT USERS OWN DISCRETION AND RISK. USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS COMPUTER SYSTEMS OR OTHER DEVICES OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(v) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM NXP (INCLUDING ITS ASSOCIATED COMPANIES) OR THROUGH OR FROM MIFARE.NET SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

6 Limitation of liability

6.1 USER EXPRESSLY UNDERSTANDS AND AGREES THAT NXP (INCLUDING ITS ASSOCIATED COMPANIES) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NXP (INCLUDING ITS ASSOCIATED COMPANIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM:

(i) THE USE OR THE INABILITY TO USE MIFARE.NET OR THE LICENSE PROVIDED HEREIN;

(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM MIFARE.NET;

(iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA;

(iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON MIFARE.NET; OR

(v) ANY OTHER MATTER RELATING TO MIFARE.NET.

7 Exclusions and limitations

7.1 NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. THE LIMITATIONS IN ARTICLES 5 AND 6 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8 Notices

8.1 All notices or other communications which are required or permitted under this Agreement shall be in writing and sufficient if delivered by hand, by facsimile, telecopy or e-mail transmission (and a transmission confirmation is received by the sender), by a registered airmail, postage prepaid or by an internationally recognized overnight courier, to

NXP B.V.
High Tech Campus 60
5656 AG Eindhoven
The Netherlands
Attn. Licensing Manager
Fax: +31 40 27 42640

or to such another address as indicated by NXP or User in writing pursuant to the above or through MIFARE.NET.

Notices given by facsimile or e-mail transmission, or by an internationally recognized overnight courier shall be deemed to have been delivered as of the date such notices are sent and notices given by a registered airmail shall be deemed to have been delivered seven (7) business days after mailing.

8.2 The Parties agree that the provisions of this Article 8.1 shall not apply to the service of any writ of summons, order, arbitral award, judgment or other document relating to or in connection with any legal proceedings.

9 Miscellaneous

9.1 No Other Licenses. Beyond the licenses expressly conferred by this Agreement to the MIFARE Trademarks, no license to any patent, copyright, trademark, trade secret, know how, or other form of intellectual property is conveyed by implication or action of law.

9.2 Assignment. This Agreement may be assigned by User (whether expressly, or implicitly, such as through merger, reverse merger, or operation of law) only with the prior written consent of NXP and under conditions as set by NXP. NXP shall be free to assign this Agreement.

9.3 Compliance with Laws. Each Party represents that with respect to its performance hereunder, it will comply with all applicable federal, state and local laws, including, but not limited to those pertaining to U.S. Export Administration or the export or import controls or restrictions of other applicable jurisdictions.

9.4 Waiver. No failure or delay by any Party to take any action or assert or exercise any right or remedy under this Agreement shall operate or be deemed to operate as a waiver of such right or remedy in the event of the continuation or a repetition of the circumstances giving rise to such right; nor shall any single or partial exercise of such right or remedy

preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the Party granting such waiver.

9.5 <u>Entire Agreement.</u> The Parties acknowledge that this Agreement (including Annexes A and B) express the entire understanding and agreement with regard to the subject matter set forth herein. This Agreement may be changed or modified by NXP from time to time upon a prior written notice. This Agreement supersedes any agreement previously entered into between the Parties with regard to the subject matter hereof.

9.6 <u>Governing Law.</u> This Agreement shall be governed by the laws of The Netherlands.

Any dispute arising hereunder shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by three (3) arbitrators, appointed in accordance with the said Rules; provided, however, that each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to injunctive relief. The arbitration proceedings shall be conducted in the English language and shall take place in Amsterdam, the Netherlands. The arbitrator shall not have the right to issue injunctive relief. All awards may if necessary be enforced by any court having competent jurisdiction. The parties undertake and agree that all arbitral proceedings conducted under this Section shall be kept confidential in accordance with the confidentiality obligations set forth herein, unless otherwise mutually agreed by the parties under a written, stipulated protective order for such arbitration, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

Annex A: MIFARE Trademarks

The marks, trademarks, trade names covered by this Agreement are at least the following words, signs, logos, symbols, and/or combinations and parts thereof – regardless of their specific way of writing that may be registered – used in the domain of contactless smart card ICs, reader components, as well as related software, technology, and services.

MIFARE
MIFARE Classic
MIFARE FleX
MIFARE DESFire
MIFARE Plus
MIFARE Ultralight
MIFARE4Mobile

These Trademarks are registered and protected under the domestic Laws of the country of commercial usage as laid down in the applicable trademark registers.

Annex B: Trademark Usage Guidelines

The latest version of the MIFARE Trademark Usage Guidelines can be accessed on our website under the following link: https://www.mifare.net/en/about-mifare/our-brand/trademark-and-branding-information/.