**COVER SHEET FOR WIRELESS POWER PATENT REGISTRATION AGREEMENT**

In addition to and supplementing the definitions in Section 1 of the Agreement, the following terms used in this Agreement shall have the meanings set out below:

<table>
<thead>
<tr>
<th>Registrant:</th>
<th>Effective Date:</th>
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</table>

**Registrant’s Registered Office Address:**

<table>
<thead>
<tr>
<th>Registrant’s Address for Notices:</th>
</tr>
</thead>
</table>

**Registrant’s Royalty Reporting Contact:**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Email:</th>
<th>Phone:</th>
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</table>

“**Scope Product**” means one or more products of the following categories as selected by Registrant: (mark one or more applicable boxes to select - any category not checked shall not be considered a Scope Product).


“**Release Patents**” means those Philips Patents as selected by Registrant pursuant to one of Option 1 and Option 2 below: (mark one of the applicable boxes to select)

- [ ] Option 1: Philips Qi Essential Patents including those set forth in Annex B1 (Refer to Annex A1 for corresponding Patent Countries); OR

Registrant’s Initials: _______ Philips’ Initials: _______
This Wireless Power Patent Registration Agreement is entered into on the Effective Date by and between

Koninklijke Philips N.V., having its registered office in Eindhoven, The Netherlands ("Philips")

and

Registrant.

(Philips and Registrant hereinafter also referred to individually as “a Party” and collectively as “the Parties”).

WHEREAS, Philips and its Affiliates own certain Patents directed to Wireless Power Components and Wireless Power Devices (as hereinafter defined), both Philips Qi Essential Patents (as defined below) and a broader category, also comprising Philips Patents that are not essential to the Qi Wireless Power Standard, but which may nevertheless be relevant for the manufacture and Sale of Scope Products.

WHEREAS, Registrant and its Affiliates have been engaged in the manufacture or Sale of Wireless Power Components using one or more Philips Wireless Power Patents (as hereinafter defined) prior to the Effective Date;

WHEREAS, Philips and Registrant wish to agree to terms regarding the use of certain Philips Wireless Power Patents arising from the manufacture, importation, use, offer for Sale or Sale of certain Wireless Power Components by Registrant and its Affiliates in the period prior to the Effective Date;

WHEREAS, Registrant wishes to agree with Philips on a procedure to procure limited releases on a retrospective quarterly basis contingent upon Registrant’s timely and accurate reporting and payment of royalties for the Sale of Scope Products by Registrant and its Affiliates during the Term (as hereinafter defined); and

WHEREAS, Philips is willing to grant such limited releases on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:
1. Definitions

When used in this Agreement, the following capitalized terms shall have the meanings ascribed thereto below:

“Affiliate” means, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling company or if such controlling company has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity.

“Agreement” means this Wireless Power Patent Registration Agreement, including the Cover Sheet, and the following Annexes:
- Annex A1 – Patent Countries as of the Effective Date for Philips Qi Essential Patents
- Annex A2 – Patent Countries as of the Effective Date for Philips Wireless Power Patents
- Annex B1 – Philips Qi Essential Patents List
- Annex C - Royalty Reporting Form
- Annex D - Annual Statement
- Annex E - Royalty Reporting Form for Past Use Period
- Annex F – List of Exempt Products

“Balance Due” has the meaning as set forth in Clause 2.06(f).

"Committed Volume” has the meaning set forth in Clause 2.05(a).

“Committed Volume Portfolio Rate” has the meaning set forth in Clause 2.04(c)

“Compliant Low Power Receiver(s)” means a Wireless Power Receiver that is fully compliant with the Qi Wireless Power Standard and is not capable of receiving more than 5 Watts of power from a Wireless Power Transmitter; provided however, that the term “Compliant Low Power Receiver” will not include any Power Accessory, Medical Device, or Power Tool.

“Effective Date” has the meaning as set forth on the Cover Sheet.

“Exempt Products” means those Scope Products listed on Annex F for which royalties on Philips Qi Essential Patents are not due under this Agreement. The identification of Exempt Products applies to an Agreement covering Philips Qi Essential Patents only (Option 1), wherein Exempt Products correspond to Receiver Component Products to be used in a Compliant Low Power Receiver.
“Legal Proceedings” has the meaning set forth in Clause 4(c).

"Limited Release" has the meaning set forth in Clause 3.03.

“Medical Device” means any implement, machine, implant, instrument, apparatus, appliance, product, device or article of manufacture including but not limited to any component, part, or accessory of same that is designed for, that is used for or intended to be used for medical purposes including but not limited to purposes of diagnosis, prevention, monitoring, mitigation, curative purposes, therapeutic purposes, and/or surgical purposes. The term “Medical Device” includes but is not limited to blood sugar or blood glucose meters, blood pressure measuring devices, heart monitors, thermometers and artificial limbs.

“Necessary Claims” means only those claims of any issued Patent which would necessarily be infringed by implementation of a Qi Wireless Power Standard. A Patent claim is “necessarily infringed” only when there is no technically reasonable, non-infringing alternative for implementing the Qi Wireless Power Standard without infringing the relevant Patent claim.

“Nominated Philips Qi Essential Patents” has the meaning as set forth in Clause 3.06.

“Past Use Period” means the period beginning on the date which Registrant first made use of the Release Patents in the manufacture and Sale of Scope Products and ending on the Effective Date.

“Patent” means any patent or patent application in or for any country, including any divisionals, re-issues, re-examinations, continuations, continuations-in-part and renewals thereof.

“Patent Country” means a country or jurisdiction where any Release Patent is in force. For convenience of the Parties, a list of Patent Countries as at the Effective Date is specified in one of Annex A1 and Annex A2 based on Registrant’s selection of the Release Patents on the Cover Sheet, where Annex A1 corresponds to Philips Qi Essential Patents and Annex A2 corresponds to Philips Wireless Power Patents.

“Patent Family Member” means with respect to a Patent a) any other Patent that has a Priority Claim to such Patent, and b) any other Patent that shares the same Priority Claim as such Patent, or, in the case of multiple Priority Claims, sharing the same Priority Claims as such Patent.

“Payment Term” means 45 days after the end of each calendar quarter (i.e. May 15 for the first calendar quarter, August 14 for the second calendar quarter, November 14 for the third calendar quarter and February 14 for the fourth calendar quarter).

“Per Unit Portfolio Rate” has the meaning as set forth in Clause 2.04(b).
“Philips Patent(s)” means any Patent owned or controlled by Philips or any of its Affiliates at the Effective Date, provided that such Patent can be freely licensed by Philips or its Affiliates.

“Power Accessory” means any accessory or peripheral, that is used with or intended to be used with a portable electronic device, where such accessory or peripheral receives wireless power and supplies the received power to the portable electronic device via the external power connector of this portable electronic device. For the avoidance of doubt, without limitation, the term “Power Accessory” will include cases, docks, sleeves, adapters, dongles or other non-integrated devices which transfer power into the mobile device, and will not include Bluetooth® headsets, GPS receivers, or other non-integrated devices that do not transfer power into the mobile device.

“Power Tool” means any tool that is powered by an electric motor or other motor that operates using or runs on electricity and converts electrical energy into mechanical energy including but not limited to drills, saws, screwdrivers, impact drivers, hammers, nail guns, sanders, paint guns, painting tools, heat guns, and grinders.

“Pre-paid Periods” has the meaning as set forth in Clause 2.05(a).

“Pre-payment Amount” shall mean the product of (i) the quantity of Scope Product to be pre-paid for the corresponding Pre-paid Periods and (ii) the corresponding Committed Volume Portfolio Rate.

“Pre Payment Request” has the meaning as set forth in Clause 2.05(c)(ii).

“Pre-payment Term” shall mean 45 days after the beginning of each calendar quarter (i.e. February 14 for the first calendar quarter, May 15 for the second calendar quarter, August 14 for the third calendar quarter and November 14 for the fourth calendar quarter).

“Priority Claim” means, with respect to a Patent, such Patent’s claim to priority or the benefit of a filing date of another Patent.

“Philips Qi Essential Patents” means Philips Patents that are:
1) Listed in Annex B1; together with
2) Nominated Philips Qi Essential Patents that are determined to be essential pursuant to the procedure set forth in Clause 3.06.

“Philips Wireless Power Patents” means all Philips Patents having one or more independent claims directed to methods, systems, products, or devices for inductive wireless power transfer including the Patents set forth in the corresponding Annex B2, and including the Philips Qi Essential Patents.
"Qi Wireless Power Standard" means the most recent Power Class 0 Qi Specification numbered X.Y.Z as finalized and approved for use by the Wireless Power Consortium, together with all prior published versions thereof.

“Reporting Period” means a calendar quarter.

“Reporting Deadline” means the 30th day after the end of each calendar quarter (i.e. April 30 for the first calendar quarter, July 30 for the second calendar quarter, October 30 for the third calendar quarter and January 30 for the fourth calendar quarter).

“Royalty-Bearing Product” means any Scope Product that is made, imported, Sold, used, or intended for use in a Patent Country during the Term.

“Royalties Due” has the meaning set forth in Clause 2.06(d).

“Royalty Rate” means the royalty due for a Royalty-Bearing Product as set forth in Clause 2.04.

“Royalty Reporting Form” means a written statement setting forth the quantities of Royalty-Bearing Products and Exempt Products for the relevant Reporting Period using the form attached hereto as Annex C, or such other form (hardcopy or electronic) as may be subsequently communicated by Philips to Registrant.

“Sale” means the sale, lease, loan or other disposal for value and “Sell”, “Sold” and other cognate expressions thereof shall be construed accordingly.

“Term” means the 7-year period commencing on the Effective Date.

“Wireless Power Component” means a Receiver Component Product or a Transmitter Component Product or a combination thereof.

“Wireless Power Consortium” or “WPC” means the multinational consortium of companies headquartered in Piscataway, New Jersey, which is responsible for the development, maintenance and publication of the Qi Wireless Power Standard.

“Wireless Power Device(s)” means a Wireless Power Transmitter or a Wireless Power Receiver or a combination thereof.

“Wireless Power Integrated Circuit” means integrated circuits, microprocessors, chipsets, system-on-chips, network-on-chips, that are marketed, advertised, offered for Sale, or intended for use in a Wireless Power Device to implement wireless power transfer functionality. For the avoidance of doubt, a product shall be considered a Wireless Power Integrated Circuit regardless of whether it includes functional software, firmware, or other object code when Sold.
“Wireless Power Receiver” means a device that is capable of receiving no more than 30 Watts of power inductively by way of an electromagnetic field to charge or otherwise provide power to a connected load.

“Wireless Power Transmitter” means a device that is capable of transmitting no more than 30 Watts of power by way of an electromagnetic field to a Wireless Power Receiver.

2. Reporting and Payment; Recordkeeping and Audits

2.01 Past Use: Registrant confirms that it has submitted to Philips a Royalty Reporting Form, certified by a corporate officer of Registrant, setting forth the information specified in Clause 2.04 in respect of those Scope Products made, Sold, used, or intended for use in a Patent Country during the Past Use Period, and specifying the royalties due (“Past Use Amount”) for the Past Use Period. Registrant shall pay to Philips the Past Use Amount as reported in a Royalty Reporting Form as set forth in Annex E. The Royalty Reporting Form in respect of the Past Use Period shall be subject to Philips’ right of audit set out in Clause 2.10.

2.02 Entry Fee: Registrant shall pay to Philips an amount of $25,000 (twenty-five thousand U.S. Dollars)(“Entry Fee”), which shall be non-refundable but credited first towards the Past Use Amount and then to royalties for subsequent Reporting Periods payable under this Agreement.

2.03 The payment of (i) the Past Use Amount or (ii) the Entry Fee, whichever is higher, is to be made to Philips’ bank account specified in Clause 2.07, within 30 days of the Effective Date. Any portion of the Entry Fee which exceeds the Past Use amount shall be treated as a non-refundable credit against royalties.

2.04 Royalty Payment and Rates:

Registrant shall pay the applicable royalty on each Royalty-Bearing Product Sold during the relevant Reporting Period by Registrant, Registrant’s Affiliates or any sales entity authorized by Registrant or its Affiliates (“re-seller”) in accordance with the following Royalty Schedule:

(a) Selection 1: “Essentials Rate” - Applicable only if solely Philips Qi Essential Patents are selected as Release Patents on the Cover Sheet:
(b) **Selection 2 – Option 2A**: “Per-Unit Portfolio Rate” – Applicable if Philips Wireless Power Patents (including Philips Qi Essential Patents) are selected as Release Patents on the Cover Sheet:

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<tbody>
<tr>
<td>$0.25</td>
<td>$0.35</td>
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(c) **Selection 2 – Option 2B**: “Committed Volume Portfolio Rate” – Exercisable if Philips Wireless Power Patents (including Philips Qi Essential Patents) are selected as Release Patents on the Cover Sheet:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Greater than 5 Million Units</td>
<td>Greater than 2.5 Million Units</td>
</tr>
<tr>
<td>$0.22</td>
<td>$0.30</td>
</tr>
<tr>
<td>Greater than 10 Million Units</td>
<td>Greater than 7.5 Million Units</td>
</tr>
<tr>
<td>$0.20</td>
<td>$0.27</td>
</tr>
<tr>
<td>Greater than 50 Million Units</td>
<td>Greater than 15 Million Units</td>
</tr>
<tr>
<td>$0.18</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

**2.05 Committed Volume Pre-payment Procedures**

(a) For each Reporting Period during the Term, provided that it is qualified to apply the Committed Volume Portfolio Rate, Registrant may at its discretion pre-pay royalties during the Pre-payment Term on all, or a portion, of Royalty-Bearing Products Registrant expects to Sell (“**Committed Volume**”) for the subsequent 4 Reporting Periods (collectively the “**Pre-paid Periods**”). Registrant may not make a new Committed Volume election until completion of the term remaining on any previous Pre-Paid Periods.
(b) Registrant shall continue to report royalties and complete a Royalty Reporting Form as specified in Clause 2.06 below for each Reporting Period of the Pre-paid Periods and shall include in such Royalty Reporting Form the current balance of volumes reported during the Pre-paid Periods relative to the Committed Volume.

(c) Registrant is only qualified to apply the Committed Volume Portfolio Rate if Registrant:
   (i) is in full compliance with all of its obligations under this Agreement;
   (ii) specifies the quantity of Scope Products to be pre-paid for the Pre-paid Periods and the Pre-payment Amount on Page 2 (“Pre-payment Request”) of the Royalty Reporting Form;
   (iii) timely submits the Royalty Reporting Form with such Pre-Payment Request before the Reporting Deadline for the prior Reporting Period (i.e. no later than 30 days after the end of the previous calendar quarter); and
   (iv) pays the Pre-payment Amount to Philips before the end of the Pre-payment Term (i.e. no later than 45 days after the beginning of the current calendar quarter).

(d) By way of example, the Pre-payment Request to begin on the second calendar quarter would be specified on the Royalty Reporting Form for the first calendar quarter submitted no later than April 30 (being the Reporting Deadline for the first calendar quarter). Payment of the Pre-payment Amount for the second calendar quarter would be made no later than May 15 (being the Pre-payment Term for the second calendar quarter), which is coincident with the end of the Payment Term for the first calendar quarter. Thus, the payment of any royalties owing for the first calendar quarter and the Pre-payment Amount will be due on the same day.

(e) To the extent Registrant subsequently reports Royalty-Bearing Products for a Reporting Period that exceed the remaining balance of Committed Volume that Registrant has requested and prepaid pursuant to Subparts 2.05(c)(i)-(iv) above, Registrant shall pay for the excess units at the Per-Unit Portfolio Rate as specified in Clause 2.04(b).

(f) To the extent Registrant reports Sales of Royalty-Bearing Products for Pre-paid Periods that is less than the quantity of Royalty-Bearing Products that Registrant has requested and pre-paid pursuant to Subparts 2.05(c)(i)-(iv) above, Registrant acknowledges and agrees that any excess payment shall be non-refundable, i.e. not be carried forward to any Reporting Period subsequent to the Pre-paid Period.

(g) If Registrant makes a Pre-payment Request, but does not pay the corresponding Pre-payment Amount in full to Philips within the Pre-payment Term, any amounts that are received late by Philips shall be applied to future reported Royalty-Bearing Products at the Per-Unit Portfolio Rate. For the sake of clarity, Registrant
acknowledges and agrees that late payment of the Pre-payment Amount is not a breach under this Agreement, as the Pre-Payment Request and corresponding payment are optional for Registrant, but will be a failure to meet a condition precedent for application of the Committed Volume Portfolio Rate for any corresponding amounts not timely received.

(h) If Registrant fails to comply at any time with any of its obligations under this Agreement, Registrant shall be considered not to be in full-compliance with this Agreement with immediate effect from the first day of the Reporting Period to which the occurrence of non-compliance relates until such moment that Philips confirms in writing to Registrant that Registrant’s non-compliance has been remedied in full. If Registrant pre-paid royalties at the Committed Volume Portfolio Rate, but is subsequently determined not to be in full compliance with this Agreement, Registrant shall be required to pay the difference between the Per-Unit Portfolio Rate and Committed Volume Portfolio Rate, plus interest in accordance with Clause 2.06 from the date on which the royalties should have been paid at the Per-Unit Portfolio Rate until such difference is paid in full.

2.06 Royalty Reporting: Before the Reporting Deadline for each Reporting Period, Registrant shall submit to Philips (even if no Sales have been made) a Royalty Reporting Form setting forth for all Royalty-Bearing Products Sold during the Reporting Period:

(a) the identity of each customer, and for each customer, particulars of each Royalty-Bearing Product including: (i) trademark or brand; (ii) model name(s) or code; (iii) country of manufacture; and (iv) name of manufacturer entity;

(b) for each Royalty-Bearing Product identified in Subpart (a), specify (i) each country of Sale, (ii) the total quantity of Sales for such country, and (iii) the total quantity of Sales in the Patent Country for the relevant category of Royalty-Bearing Product;

(c) in the case of Pre-Paid Periods, the total quantity of Royalty-Bearing Products for which royalties remain due, calculated as the total number of Royalty-Bearing Products Sold in the Reporting Period, less any quantities of Royalty-Bearing Product properly pre-paid;

(d) the royalties due for the Reporting Period, calculated as the total quantity of Royalty-Bearing Products Sold during the Reporting Period for which royalties remain due multiplied by the Per-Unit Portfolio Rate or the Essentials Rate as applicable (“Royalties Due”);

(e) the Pre-payment Amount for the any Pre-paid Period as may be applicable; and

(f) the total sum of the Royalties Due and any Pre-payment Amount for the Pre-Paid Period (“Balance Due”).

If Registrant is qualified and elects to pre-pay royalties at the Committed Volume Portfolio Rate during the current Reporting Period, Registrant shall specify such pre-payment, the relevant Reporting Period, the quantity of Royalty-Bearing Products to be pre-paid and the Pre-payment Amount in the space provided on Page 2 (Pre-payment Request) of the Royalty Reporting Form.
If Registrant, its Affiliates or any of their re-sellers have Sold Scope Products that are not otherwise Royalty-Bearing Products in a country that is not a Patent Country, Registrant shall include in the Royalty Reporting Form the information specified in Subparts 2.06(a) and 2.06(b) in respect of such products.

For the avoidance of doubt, the initial Reporting Period hereunder shall be the first partial or full calendar quarter after the Effective Date.

Registrant shall certify in the Royalty Reporting Form the total amount of royalties due for the preceding Reporting Period, even if no royalties are due, in accordance with the requirements of the Royalty Reporting Form.

Philips shall maintain all information included in the Royalty Reporting Forms as confidential information in accordance with the provisions of Section 4.

2.07 Royalty Payment: Registrant shall pay Philips the royalties due hereunder in respect of all Royalty-Bearing Products within the corresponding Payment Term, or if applicable within the Pre-Payment Term. All payments shall be made to Philips’ bank account specified below, without any deduction whatsoever, whether for bank transmission charges or otherwise, save as explicitly permitted by this Clause 2.07.

Any invoice sent by Philips shall not be deemed to constitute acceptance by Philips of the correctness of the Royalty Reporting Form and shall not affect any of Philips rights under this Agreement, including, without limitation, Philips’ right to conduct an audit in accordance with the provisions of Clause 2.10.

Any payment shall be made by wire transfer without any deduction whatsoever, whether for bank transmission charges or otherwise, in US Dollars to:

Koninklijke Philips N.V.
Account No: 4067-1001
Swift Code: CITIUS33
ABA: 021000089

Citibank, N.A.
111 Wall Street
New York, New York 10043
Reference: Wireless Power Royalties – [Registrant] (PJT #)

All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this Agreement shall be borne by Registrant, except that in the event that the government of a country imposes any taxes on payments made by Licensee to Philips hereunder and requires Registrant to withhold such tax from such payments,
Registrant may deduct such tax from such payments. In such event, Registrant shall promptly provide Philips with tax receipts issued by the relevant tax authorities so as to enable Philips to support a claim for credit against income taxes which may be payable by Philips or its Affiliates and to enable Philips to document, if necessary, its compliance with tax obligations in any jurisdiction.

2.08 **Late and No Payment:** Any payment under this Agreement which is not made by the due date(s) specified for such payment, shall accrue interest at the rate of 1% (one percent) per month (or part thereof), computed from the original date due until such time that the principal amount outstanding, together with all interest accrued thereon will have been paid in full, irrespective of whether such full payment occurs during the Term or thereafter.

In no event shall Registrant have the right to set-off any payments due hereunder against any claim, of whatever nature, that it or any of its Affiliates may have against Philips or any of Philips’ Affiliates.

Subject to the provisions of Subpart 2.05(f), any excess payment amount shall be credited to immediate subsequent payment obligations of Registrant but shall not be refunded by Philips.

2.09 **Annual Statement:** Upon Philips’ request, Registrant shall submit to Philips an annual statement certified by its Chief Financial Officer, in the form as specified in Annex D, confirming that the Royalty Reporting Forms as submitted by Registrant to Philips covering the relevant periods are true, complete and accurate in every respect.

2.10 **Audit and Inspection:** To enable verification of the Royalty Reporting Forms, as well as any other use of Release Patents, Registrant and its Affiliates shall keep complete and accurate books and records relating to the procurement, manufacture, Sale and other disposal of Scope Products and Exempt Products, and shall keep these books and records available for a period of 5 years following the procurement, manufacture, or Sale or other disposal of such Scope Products and Exempt Products. If competent authorities take possession of the records and books of Registrant or its Affiliates for tax investigation purposes or otherwise, Registrant shall ensure that a complete set of photocopies of all such records and books is kept so as to allow inspection in accordance with this Clause 2.10.

Philips shall have the right to inspect the books and records of Registrant and its Affiliates from time to time to verify the Royalty Reporting Forms or other use of Release Patents. Any such inspection shall take place no more than once per year and shall be conducted by a certified public auditor appointed by Philips. Philips shall give Registrant written notice of such inspection at least 14 days prior to the inspection. Registrant and its Affiliates shall promptly co-operate and provide all such assistance in connection with such inspection as Philips or the auditor may require, including copies of any document,
book or record that the auditor considers necessary to perform the audit, irrespective of whether such document refers to a Scope Product.

The inspection shall be conducted at Philips’ own expense, except in the following cases in which Registrant shall bear the costs:

(i) Registrant has failed to submit an Annual Statement by its Chief Financial Officer, in accordance with the provisions of Clause 2.09, in respect of the period to which the inspection relates, or

(ii) the audit establishes any discrepancy or error exceeding 5% (five percent) of the quantity of Scope Products for which royalties are actually due.

Any obligation of Registrant to bear the cost of the audit shall be without prejudice to Registrant’s obligation to promptly make up for such underpayment and to any claim or remedy Philips may have under this Agreement or under applicable law.

Failure by Registrant or its Affiliates to promptly co-operate with the inspection as set out in this Clause 2.10 shall constitute a material breach of this Agreement and, in the event of such failure Registrant shall be liable for the cost of the inspection and all costs and damages resulting from such failure. Further, such failure shall entitle Philips to terminate this Agreement.

Philips’ right of inspection as set out in this Clause 2.10 shall survive termination or expiration of this Agreement for a period of 5 years following the date of termination or expiration.

2.11 Verification: To enable verification of reporting and payment in accordance with Section 2 and the applicable use of Release Patents, Registrant and its Affiliates shall provide all relevant additional information in such form as Philips may request from time to time, in particular information relating to which Scope Products manufactured, procured, Sold or otherwise disposed of are subject to the payment of royalties to Philips hereunder and the amount of royalties payable, and more detailed information to identify suppliers, re-sellers and downstream customers.

3. Limited Releases

3.01 Only upon receipt of both of a (i) Royalty Reporting Form completed in all material respects and (ii) payment in full of the Balance Due (plus any applicable interest) for the relevant period (e.g., Past Use Period, or a subsequent quarterly Reporting Period), a Limited Release shall take effect with respect to the corresponding Royalty-Bearing Products reported on the Royalty Reporting Form.

3.02 Subject to Clause 3.03 below, no royalties shall be due for those units of Royalty-Bearing Products for which Registrant demonstrates to Philips’ satisfaction that another party has
paid the royalties in full to Philips, otherwise due under this Agreement, for use of all of the Release Patents.

3.03 A Limited Release shall mean, with respect to a Royalty-Bearing Product correctly reported in accordance with the provisions of Clause 3.01, a release, granted by Philips, on behalf of itself and its Affiliates, to the benefit of (i) Registrant or the Registrant Affiliate that Sold that Royalty-Bearing Product and (ii) a supplier, re-seller, downstream acquirer and end-user purchaser of that Royalty-Bearing Product, from all claims of infringement of any Release Patent, but such Limited Release shall not extend:

(i) to any product that is not a Scope Product (even if reported on the corresponding Royalty Reporting Form);
(ii) to any Royalty-Bearing Product, by category of product or as individual units, not specifically identified on the corresponding Royalty Reporting Form;
(iii) to any re-seller or customer not identified on the Royalty Reporting Form for the applicable Reporting Period;
(iv) for a customer identified on the Royalty Reporting Form, to any Scope Product not reported as being Sold to such customer;
(v) to any intellectual property other than the Release Patents;
(vi) to any Scope Product bearing a trademark or model number not reported on the corresponding Royalty Reporting Form; or
(vii) to any product not Sold by Registrant, its Affiliates or their re-sellers in the Patent Country.

3.04 If Registrant submits a Royalty Reporting Form which is deficient in any respect, Philips shall endeavor to notify Registrant of such deficiency and cooperate with Registrant to correct such deficiencies. In accordance with Clause 3.01, no Limited Release shall take effect for Royalty-Bearing Products reported in a deficient Royalty Reporting Form or for which the Balance Due has not been paid in full until such deficiencies have been corrected and payments have been made in full.

3.05 No License, Authorization, or Patent Exhaustion for Unreported Products: Registrant acknowledges and agrees that no license, release, or authorization is granted by Philips to use any of the Release Patents (or any other Philips Patent) or to make, have made, import, use, offer for Sale, Sell or otherwise dispose of any product that is not correctly reported in Royalty Reporting Form. Philips make no promise not to sue Registrant, its Affiliates or their re-sellers, nor any suppliers or customers of Registrant, its Affiliates or their re-sellers, except with respect to those Limited Releases which have actually taken effect in a retrospective manner pursuant to Clause 3.03.

3.06 Patent Lists; Additional Patents:
Registrant acknowledges and agrees that Annex A1, Annex A2, Annex B1, and Annex B2 may be updated by Philips from time to time to reflect changes in Patent status with the corresponding patent offices of the Release Patents. Philips may notify Registrant of any

If, during the Term, Philips discovers a Philips Wireless Power Patent that includes a Necessary Claim which is not listed on Annex B1, then Philips shall add such Patent to Annex B1. Registrant may nominate Philips Patents for consideration by Philips for inclusion as Philips Qi Essential Patent(s) (“Nominated Philips Qi Essential Patent”) including a detailed basis and corresponding claim charts for the Nominated Philips Qi Essential Patent in relation to the Qi Wireless Power Standard. Philips shall evaluate any such submissions and provide Registrant with its conclusions within 60 calendar days of receipt of all information from Registrant. To the extent the Parties disagree about the status of a Nominated Philips Qi Essential Patent, the Parties shall engage an independent and reputable law firm, to be selected by mutual agreement of the Parties, to draw a conclusion regarding essentiality of the Nominated Philips Qi Essential Patent. The costs of such evaluation shall be borne by Registrant.

3.07 Philips reserves the right to change the process of royalty reporting and invoicing as set forth in Clause 2.06 to an electronic internet-based reporting system (operated by Philips or a third party) at any time during the Term. Philips shall provide Registrant with reasonable notice and training materials, and reasonable time to adjust its processes to use such internet-based system. If Philips contracts with a third party to implement such reporting system, Philips will ensure that such provider is subject to confidentiality obligations no less restrictive than Philips’ obligations provided in this Agreement.

3.08 Change of Control: Registrant acknowledges and agrees that this Agreement is personal to Registrant and that it may not be assigned or transferred to any third party.

No releases under this Agreement shall be granted, and Philips shall have no obligation to grant any releases, with respect to any business activities of any third party (i) acquired by Registrant or (ii) acquiring Registrant or (iii) with which Registrant merges or is consolidated after the Effective Date, unless and until such other entity will have (i) submitted to Philips a Royalty Reporting Form for its Sales of all Royalty-Bearing Products during the 72-month period prior to such acquisition or merger and Philips has confirmed its acceptance of such Royalty Reporting Form and royalties due, and (ii) paid to Philips all such royalties due under a registration or other agreement with Philips.

4. Confidentiality

4.01 Confidentiality: Each Party and its Affiliates shall keep the terms and conditions of this Agreement confidential and shall disclose neither the existence of nor any of the terms or conditions of this Agreement to any third party, except:

(a) with the prior written consent of the other Party;
(b) as may be required by law, legal process or other governmental requirements, with at least 10 days prior written notice of such disclosure by the disclosing Party to the other Party;
(c) during the course of litigation or proceedings initiated by a government or competition authority ("Legal Proceedings"), so long as the disclosure is restricted in the same manner as is the confidential information of other parties of the Legal Proceedings, with at least 10 days prior written notice of such disclosure by the disclosing Party to the other Party;
(d) in confidence to its legal counsel solely in connection with complying with its obligations under this Agreement or as necessary for due diligence in connection with any proposed assignment of this Agreement pursuant to Clause 7.8 or transfer of any Release Patent.

4.02 Philips shall, during the Term and for a period of 5 years thereafter, not disclose to any third party any confidential information obtained from Registrant in connection with Section 2, except that Philips may disclose such information to (i) its employees engaged in Philips' licensing or registration programs, its external auditors, legal representatives, government agencies or competition authorities, and to the competent courts and (ii) suppliers, customers and re-sellers, to the extent this is required by Philips in connection with the enforcement of its rights under this Agreement or at law, including, without limitation, to:
   (a) verify accuracy of information reported on a Royalty Reporting Form;
   (b) ensure compliance with any royalty or other payment obligation;
   (c) confirm the infringement or release status of any Scope Product under any Release Patent;
   (d) disclose the information to an auditor for any purpose indicated in this Agreement; or
   (e) enforce Release Patents;

provided, however, that if Philips discloses any such information to suppliers, customers and re-sellers for any of the above purposes, Philips will limit the disclosure to only information pertaining to that respective supplier, customer or re-seller. By way of example, in checking reporting on Sales to a particular customer, Philips may disclose the quantities reported by Registrant as having been Sold to that customer, but not disclose products reported as being Sold to other customers or re-sellers.

4.03 For as long as this Agreement is in force, each Party shall be at liberty to disclose to its business contacts (customers, suppliers, Registrants) that this Agreement is concluded; in addition, Philips is authorized to add the names of Registrant and its Affiliates and related trademarks to the list of Registrants on its website, which is currently www.ip.philips.com, and may remove the names of Registrant and its Affiliates in case of non-compliance. A general, factual, non-product-related statement by Registrant and its Affiliates that Registrant has an agreement to pay royalties to Philips in relation to Release Patents, either orally or on Registrant’s website, on blogs or social media, is
permitted. Notwithstanding the previous sentences, Registrant shall not make any reference to this Agreement by Registrant or any of its Affiliates on packaging or marketing materials, including but not limited to references in its brochures, leaflets, advertising and TV/radio commercials.

4.04 The obligations of either Party under Clauses 4.01 and 4.02 shall not apply to the extent such information:
   (a) has, after the Effective Date, become generally made available to the public, other than by breach of this Agreement;
   (b) has been made available to the recipient Party by a third party who is freely entitled to divulge such information;
   (c) has been independently developed by the recipient Party other than in the course of the exercise of that party’s rights under this Agreement or the implementation of this Agreement; or
   (d) is information which the recipient party can prove was already known to it before receipt from the disclosing party.

5. No Warranty; Indemnification; Mutual Understanding and Registrant's Undertakings

5.01 It is acknowledged by Registrant that third parties may own intellectual property rights in the field of Scope Products. Philips makes no warranty whatsoever that the manufacture, procurement, importing, offering for Sale, Sale, or use of Scope Products does not infringe or will not cause infringement of intellectual property rights of any third party.

5.02 Registrant acknowledges that Philips may own intellectual property rights other than the Release Patents that may be relevant to other aspects of Scope Products. Philips makes no warranty whatsoever that the manufacture, procurement, offering for Sale, Sale, or use of Scope Products does not infringe or will not cause infringement of any intellectual property rights other than the Release Patents.

5.03 Registrant shall defend, indemnify and hold Philips and its Affiliates harmless from and against any and all third party claims in connection with Scope Products manufactured, procured or Sold by Registrant or its Affiliates and its and their re-sellers.

5.04 Registrant acknowledges that the Philips Qi Essential Patents are intended to include all Philips Patents having a Necessary Claim together with all Patent Family Members of such Philips Patents even though such Patent Family Members may not themselves include a Necessary Claim. The inclusion of such Patent Family Members is for the convenience of the Parties for the purpose of providing necessary assurances to Registrant regarding the scope of the Limited Releases.

5.05 Registrant Undertakings: Registrant undertakes, on behalf of itself and its Affiliates, to make available licenses or releases to Patents that are 1) owned or controlled by
Registrant or its Affiliates; 2) essential or commercially relevant to the manufacture, sale or other disposal of wireless power products; and 3) were first filed in any country of the world prior to the date of expiration of this Agreement; on reasonable, non-discriminatory conditions comparable to those set forth herein to Philips, any of Philips’ Affiliates and to other third parties who have entered or will enter into an agreement with Philips or its Affiliates in respect of wireless power products.

6. **Term and termination**

6.01 **Term and Expiration:** This Agreement shall enter into force on the Effective Date and shall remain in force during the Term, unless terminated earlier in accordance with its provisions. Any termination or expiration shall not affect any royalty payment or other obligation under this Agreement accrued prior to such termination, and therefore each provision in Section 2 shall survive termination or expiration of this Agreement until fully satisfied.

6.02 **Change of Control; Divestment:** In the event of the sale of all or substantially all of the assets of Registrant (or any of its Affiliates) that are subject to this Agreement, Philips may terminate this Agreement as to Registrant (or the relevant Affiliate) by written notice to Registrant. If any Affiliate of Registrant ceases to be an Affiliate of Registrant, all rights hereunder shall terminate as to that company only, with immediate effect from the date of the event causing the change of status. Registrant undertakes to inform Philips promptly, in writing, on the occurrence of any such event.

6.03 **Termination:** Each Party may terminate this Agreement at any time by means of a written notice to the other Party if the other Party fails to perform any obligation under this Agreement and such failure is not remedied within 30 days after receipt of a notice specifying the nature of such failure and requiring it to be remedied. Such right of termination shall not be exclusive of any other right or remedy to which the non-breaching Party may be entitled and all such remedies shall be cumulative.

6.04 **Immediate Termination:** Philips shall be entitled to terminate this Agreement by means of a written notice to Registrant in the event Registrant or any of its Affiliates, a partner in a joint venture, or any other party benefiting from this Agreement files a patent infringement suit or any other action to enforce a Patent relevant to any product Sold by Philips without having first offered a license or release on reasonable and non-discriminatory terms.

6.05 **Receivership/Bankruptcy:** Philips shall be entitled to terminate this Agreement forthwith by means of a written notice to Registrant if a creditor or other claimant takes possession of, or a receiver, administrator or similar officer is appointed over any of the assets of Registrant or any of its Affiliates, or if Registrant or any of its Affiliates makes any
voluntary arrangement with its creditors or becomes subject to any court or administration order pursuant to any bankruptcy or insolvency law.

6.06 **Consequences of Expiration and Termination:** Upon the termination of this Agreement for any reason pursuant to Clauses 6.02-6.05, Registrant and its Affiliates shall immediately cease the manufacture, procurement and Sale of Scope Products manufactured by an unreleased manufacturer (including but not limited to Registrant and any of its Affiliates). Further, upon any expiration or termination of this Agreement, any and all amounts outstanding hereunder shall become immediately due and payable.

Within 30 days following the expiration or termination of this Agreement, Registrant shall submit to Philips a final certified Royalty Reporting Form on the number of Scope Products in stock at the time of expiration or termination of this Agreement. Royalties, calculated in accordance with Section 2, shall be due and payable for all Scope Products manufactured prior to but remaining in stock with Registrant on the date of expiration or termination of this Agreement. Philips shall e-mail a Limited Release document along with a copy of said final Royalty Reporting Form to Registrant’s Royalty Reporting Contact within 30 days of the last to be received of (i) said final Royalty Reporting Form and (ii) payment in full of the Balance Due (and all interest due thereon).

7. **Miscellaneous**

7.01 **Notice:** Any notice, other than the Royalty Reporting Forms, by either Party under this Agreement shall be given in writing and signed by an authorized representative of the notifying Party by means of a letter, facsimile or electronic mail directed as follows:

If to Philips: Koninklijke Philips N.V.
            c/o Philips Intellectual Property & Standards
            High Tech Campus 5
            5656 AE Eindhoven
            The Netherlands
            E-mail: iplicensing@philips.com
            Attention: Head of IP Licensing

If to Registrant: Registrant’s Address for Notices
                 (indicated on the Cover Sheet)

7.02 **Integration:** This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes and replaces all prior arrangements, discussions and understandings between the Parties relating thereto. No variation of this Agreement shall be binding upon either Party unless made by means of a single written instrument, signed by an authorized representative of each Party.

7.03 Nothing in this Agreement shall be construed as:
imposing on Philips or its Affiliates any obligation to instigate any suit or action for infringement of any of the Release Patents or to defend any suit or action brought by a third party challenging the validity of any such Release Patents. Registrant and its Affiliates shall have no right to instigate any such suit or action for infringement of any of the Release Patents or to defend any such suit or action challenging the validity of any such Release Patents;

(b) imposing any obligation on Philips or its Affiliates to file, to secure or to maintain any Patent in force;

(c) a warranty or representation by Philips as to the validity or scope of any of the Release Patents;

(d) conferring any license or right to copy or imitate the appearance or design of any product of Philips or its Affiliates;

(e) granting by implication, estoppel, or otherwise any licenses or rights under any patent or patent application other than the Release Patents;

(f) conferring any license or other rights to manufacture, procure, Sell or otherwise dispose of any product or device other than a Limited Release for Royalty-Bearing Products as set forth per the terms of this Agreement;

(g) unless explicitly otherwise provided in this Agreement, an obligation to provide any manufacturing or technical information, or any information concerning pending patent applications;

(h) conferring a right to use in advertising, publicity or otherwise, any trademark or trade name of Philips or its Affiliates.

7.04 **Free to Prosecute and Abandon:** Registrant acknowledges and agrees that Philips is entitled to abandon and apply for amendments to any of the Release Patents. Registrant consents to such abandonment or amendment as Philips or its Affiliates may undertake or apply for in the future.

7.05 **No Waiver:** Neither the failure nor the delay of either Party to enforce any provision of this Agreement shall constitute a waiver of such provision or of the right of either Party to enforce each and every provision of this Agreement.

7.06 **All provisions of this Agreement intended to survive:** The expiration or termination of this Agreement shall so survive. Expiration or termination of the Agreement shall not relieve the Parties of their obligations accrued prior to such expiration or termination, and all rights and obligations of this Agreement which by their nature extend beyond its expiration or termination remain in effect until fulfilled and shall apply to and be binding upon the Parties’ respective successors and permitted assignees.

For the avoidance of doubt and without any limitation, the following provisions of this Agreement shall survive expiration or termination of this Agreement:
a) The obligation of Registrant to pay all royalties accrued as of the Effective Date up to the date of expiration or termination of this Agreement, including any interest on overdue royalties, if any;

b) The obligation of the Parties and their Affiliates to maintain information in confidence regarding the terms of this Agreement and the performance of the Parties under this Agreement;

c) Any cause of action or claim of Philips accrued or to accrue because of any breach or default by Registrant.

7.07 **Severability:** Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof.

7.08 **Assignment:** Registrant may not assign this Agreement, or any of its rights or obligations thereunder to any third party. Philips may freely assign this Agreement without the prior written authorization of Registrant, and Philips shall notify Registrant upon any such assignment.

7.09 **Export Laws and Regulations:** Registrant acknowledges that the manufacture and Sale of Scope Products may be subject to export control laws and regulations. Registrant shall comply with all such laws and regulations. Registrant shall indemnify Philips in respect of any claims and damages resulting from Registrant's conduct in contravention of the aforementioned export control laws and regulations.

7.10 **Applicable law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without reference to its conflict of laws principles. Any dispute under or in connection with this Agreement (including any question regarding its existence, validity or termination) that cannot be settled amicably shall be submitted to the District Court of The Hague, which shall be the court of exclusive jurisdiction, provided that Philips, but not Registrant, may elect to submit such dispute to the court in the country where Registrant is registered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

Koninklijke Philips N.V. Registrant

_________________________  ________________
Jako Eleveld Name:
Head of IP Licensing Title:
Date: Date:
ANNEX A1
Patent Countries for Philips Qi Essential Patent Registration Agreement

1. Austria
2. Belgium
3. Canada
4. China
5. Czech Republic
6. Finland
7. France
8. Germany
9. India
10. Italy
11. Japan
12. Malaysia
13. Mexico
14. Netherlands
15. Poland
16. Republic of Korea
17. Russian Federation
18. South Africa
19. Spain
20. Sweden
21. Switzerland
22. Taiwan
23. The Hong Kong Special Administrative Region
24. Turkey
25. United Kingdom
26. United States of America
ANNEX A2
Patent Countries for Philips Wireless Power Patent Registration Agreement

1. Austria
2. Belgium
3. Canada
4. China
5. Czech Republic
6. Finland
7. France
8. Germany
9. India
10. Indonesia
11. Italy
12. Japan
13. Malaysia
14. Mexico
15. Netherlands
16. New Zealand
17. Poland
18. Republic of Korea
19. Russian Federation
20. South Africa
21. Spain
22. Sweden
23. Switzerland
24. Taiwan
25. Thailand
26. The Hong Kong Special Administrative Region
27. Turkey
28. United Kingdom
29. United States of America
ANNEX B1
Lists of Release Patents
(Philips Qi Essential Patents)

ANNEX B2
Lists of Release Patents
(Philips Wireless Power Patents)
ANNEX C

Royalty Reporting Form

For royalty reporting, an Excel file is to be used and will be provided to Registrant.
ANNEX D
Annual Statement

Registrant shall have its Chief Financial Officer make the following statement pursuant to Clause 2.09 of the Agreement:

I hereby certify that the accompanying Royalty Reporting Forms, duly initialled by me for identification purposes, for the period starting [DATE] and ending [DATE] as submitted pursuant to the “WIRELESS POWER PATENT REGISTRATION AGREEMENT ” having an Effective Date of <insert date> , between Philips and Registrant (“the Agreement”) are true, accurate and complete.

........................................
(signature)
Name:
Title:
Date:

Enclosures: Reporting Forms ( [ ] pages)
ANNEX E

Past-Use Reporting Form

For past-use reporting, an Excel file is to be used and will be provided to Registrant.
ANNEX F

List of Exempt Products

(Compliant Low Power Receivers subject to a Registration for Philips Qi Essential Patents Only)