

**ANNEX D**  
**PBL Standard Terms and Conditions**

Except as expressly agreed to the contrary, the provisions of any Per-Batch License concluded between the Applicant (as hereinafter defined) and Philips shall be as follows.

Philips and the Applicant have previously entered into an “Interim Registration Agreement for Manufacturers of BD Players and Recorders” (the “Registration Agreement”). The Applicant has submitted the Application for a Per-Batch License for the Territory.

Philips and the applicant hereby agree as follows:

**1. Definitions**

- 1.1 All capitalized terms used in this Per-Batch License shall have the meaning ascribed thereto in the Registration Agreement.
- 1.2 **“Application”** means the application for this Per-Batch License, submitted by the Applicant.
- 1.3 **“Applicant”** means the entity that submitted the Application, being a Registered Manufacturer, a Registered Trader or a Web-Registered Trader.
- 1.4 **“Product”** means a BD Player and/or a BD Recorder.

**2. Grant of License**

- 2.1 **Essential Patents.** Subject to the provisions of this Per-Batch License and the Registration Agreement, Philips grants to the Applicant a non-transferable, non-exclusive license, under the Essential Patents subsisting in the Territory, to import into and sell within the Territory in accordance with the Application, the Products identified in the Application.
- 2.2 **Registration Logo.** Subject to the provisions of this Per-Batch License and the Registration Agreement, Philips grants to the Applicant a non-transferable, non-exclusive license, under Philips’ intellectual property rights in the Registration Logo subsisting in the Territory, to import into and sell within the Territory in accordance with the Application, the Products identified in the Application.

**3. Issuance of LSCDs and grant of Per-Batch Licenses to Recipients**

If the entity, identified in the Application as the recipient (“Recipient”), proposes to transfer the Products, identified in the Application, to a country other than the country of destination specified in the Application, Recipient may, by using the DISP and providing all appropriate information, request Philips to issue an LSCD for the transfer of these Products to such

country. Upon such request, and provided that the Recipient adheres to the procedures of Philips' batch-based licensing system, Philips shall issue an LSCD and/or grant a Per-Batch License to the Recipient, without charging any further royalty to the Recipient. It is acknowledged that said procedures may require the Recipient to register by Philips as a Registered Trader or a Web-Registered Trader.

#### **4. Retail Packaging**

The Applicant may use the Registration Logo on retail packaging, containing Products identified in the Application, provided that:

- (a) all Products included in such retail packaging bear the Registration Logo;
- (b) such retail packaging also displays a Registration Number assigned to the Applicant (where the Applicant is a Registered Manufacturer), or a Trader Number assigned to the Applicant (where the Applicant is a Registered Trader or Web-Registered Trader) which Applicant is identified in the relevant LSCD as the recipient of the Products; and
- (c) the Registration Logo is reproduced on such retail packaging in accordance with the Veeza Logo Guide.

#### **5. Limitation on License**

No licenses are granted under Clauses 2.1, 2.2 or 4 for:

- (a) the benefit of any entity other than the Applicant;
- (b) any country other than the Territory;
- (c) any product other than the Products specified in the Application;
- (d) any intellectual property right other than the Essential Patents and the Registration Logo;
- (e) any act that is not in accordance with the Application;
- (f) any Product on which, at the time of the relevant importation or sale, the Registration Logo or the Registration Number was not applied in accordance with the Veeza Logo Guide, or the packaging of which breaches the Veeza Logo Guide; or
- (g) any Product, the packaging of which, at the time of the relevant importation or sale, breaches the Serial Number Guide.

#### **6. Royalty Rate and Payment**

The royalties shall be paid in accordance with the provisions of Clause 4 of this Registration Agreement.