

**COVER SHEET FOR WIRELESS POWER REGISTRATION AGREEMENT**

<b>Registrant:</b>		<b>Effective Date:</b>
<b>Registrant's Registered Office Address:</b>		
<b>Registrant's Address for Notices:</b>		
<b>Registrant's Royalty Reporting Contact:</b>		
<b>Name:</b>	<b>Email:</b>	<b>Phone:</b>

**WIRELESS POWER REGISTRATION AGREEMENT**

(**[Wireless Power Integrated Circuit/ Wireless Power Unit]** - Philips Qi Essential Patent Agreement)

This Wireless Power 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 (as hereinafter defined) relevant for the manufacture and sale of Scope Products;

WHEREAS, Registrant and its Affiliates have been engaged in the manufacture or sale of Scope Products prior to the Effective Date or will be engaged in such manufacture and sale as from the Effective Date;

WHEREAS, Philips and Registrant wish to agree to terms regarding the use of certain Patents in the manufacture and sale of Scope Products by or for 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 under Release Patents on a retrospective quarterly basis, contingent upon Registrant’s timely and accurate reporting and payment of royalties for the Sale of Scope Products by or for Registrant and its Affiliates during the Term; 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 A – Patent Countries as of the Effective Date for Philips Qi Essential Patents
- Annex B – Philips Qi Essential Patents List
- Annex C – Royalty Reporting Form
- Annex D – Annual Statement
- Annex E – Royalty Reporting Form for Past Use Period.

**“Committed Volume”** has the meaning set forth in Clause 2.04(a).

**“Committed Volume Rate”** has the meaning set forth in Clause 2.04(a).

**“Compliant Low Power Receiver”** 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 set forth on the Cover Sheet.

**“End-User”** means a legal entity which orders, purchases, retrieves, receives, or is sent an End-User Device for its own use (whether alone or in combination with any other product), and not for re-Sale.

**“End-User Device”** means any device that includes a Scope Product in a form intended for or use by an End-User and is Sold to an End-User or offered for Sale to an End-User.

**“Exempt Product”** means a Compliant Low Power Receiver or a Scope Product solely intended and configured for use in a Compliant Low Power Receiver.

**“Limited Release”** has the meaning set forth in Clause 3.03.

**“Manufacture”** means manufacture, produce, assemble, compile, or otherwise make. “Manufactured”, “Manufacturer”, and other cognate expressions shall be construed accordingly.

**“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 primarily for professional 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 any and all claims but only such claims in an issued Patent which are necessarily infringed in connection with the use or implementation of a Qi Wireless Power Standard under the laws of the country which issued or published the Patent.

**“Nominated Philips Qi Essential Patent”** has the meaning as set forth in Clause 3.07.

**“Past Use Amount”** has the meaning set forth in Clause 2.01.

**“Past Use Period”** means the period beginning on the date which Registrant first made use of the Release Patents in the Manufacture and/or 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 where any Release Patent is in force. For convenience of the Parties, a list of Patent Countries as of the Effective Date is specified in Annex A.

**“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).

**“Philips Patent”** means any Patent owned 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

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connector of such portable electronic device. For the avoidance of doubt, without limitation, “Power Accessory” will include cases, docks, sleeves, adapters, dongles, or other nonintegrated devices which transfer power into the mobile device. “Power Accessory” 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 motors that operate 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.

“**Philips Qi Essential Patent**” means a Philips Patent that has one or more Necessary Claims, including Nominated Philips Qi Essential Patents that are determined to be essential pursuant to the procedure set forth in Clause 3.07.

“**Philips Wireless Power Implementation Patent**” means a Philips Patent other than a Philips Qi Essential Patent having one or more independent claims directed to methods, systems, products, or devices for inductive wireless power transfer.

“**Philips Wireless Power Patent**” means a Philips Patent that is a Philips Wireless Power Implementation Patent or a Philips Qi Essential Patent.

“**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.

“**Release Patent**” means a Philips Qi Essential Patent listed in Annex B.

“**Reporting Period**” means a calendar quarter.

“**Reporting Deadline**” means the 30<sup>th</sup> 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 Manufactured in a Patent Country or Sold in, for or from a Patent Country, during the Term;

“Sold ‘for’ a Patent Country” means, with respect to a product, the Sale by Registrant or a Registrant Affiliate of that product outside a Patent Country which Sale is, directly or indirectly through one or more intermediaries in the chain of supply or distribution associated with that

product, followed by a subsequent Sale of that product or Sale of an assembly including that product, in a Patent Country;

“Sold ‘from’ a Patent Country” means, with respect to a product, a Sale by Registrant or a Registrant Affiliate of that product outside a Patent Country which Sale is, directly or indirectly through one or more intermediaries in the chain of supply or distribution associated with that product, preceded by a Sale of that product or a subassembly substantially embodying wireless power transfer functionality of that product in a Patent Country.

“**Royalties Due**” has the meaning set forth in Clause 2.05(c).

“**Royalty Reporting Form**” means a written statement setting forth the quantities of Scope Products (including, without limitation, Royalty-Bearing Products and Exempt Products) Sold by or for Registrant or any of its Affiliates in the relevant Reporting Period using the form attached hereto as Annex C, or such other form (hardcopy or electronic) as set forth in this Agreement or may be subsequently communicated by Philips to Registrant.

“**Sale**” means any sale, rental, lease, license, transfer, or other form of supply, distribution, or disposal, whether or not for compensation or other consideration. “Sell”, “Sold” and other cognate expressions shall be construed accordingly.

“**Scope Product**” means [Wireless Power Integrated Circuit/Wireless Power Unit] and includes, without limitation, Royalty-Bearing Products and Exempt Products;

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

“**Wireless Power Consortium**” or “**WPC**” means the multinational consortium of companies that are members of the Wireless Power Consortium, Inc., a 501(c)(6) nonprofit corporation incorporated under the laws of Washington, D.C., United States, which is responsible for the development, maintenance, and publication of the Qi Wireless Power Standard.

“**Wireless Power Integrated Circuit**” means an integrated circuit, microprocessor, chipset, system-on-chip, or network-on-chip or other form of electronic circuit, that is marketed, advertised, offered for Sale, or intended for use in a Wireless Power Unit to implement wireless power transfer functionality. For the avoidance of doubt, an integrated circuit, microprocessor, chipset, system-on-chip or network-on-chip or other form of electronic circuit 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 unit 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 Receiver includes those units that are in whole or in part Qi certified and/or in substantial accordance with the Qi Wireless Power Standard.

**“Wireless Power Receiver Integrated Circuit”** means a Wireless Power Integrated Circuit for use in a Wireless Power Receiver.

**“Wireless Power Transmitter”** means a unit that is capable of transmitting no more than 30 Watts of power by way of an electromagnetic field to a Wireless Power Receiver. Wireless Power Transmitter includes those units that are in whole or in part Qi certified and/or in substantial accordance with the Qi Wireless Power Standard.

**“Wireless Power Transmitter Integrated Circuit”** means a Wireless Power Integrated Circuit for use in a Wireless Power Transmitter.

**“Wireless Power Unit”** means a Wireless Power Transmitter or a Wireless Power Receiver or a combination thereof.

## **2. Reporting and Payment; Recordkeeping and Audits**

2.01 **Past Use:** Registrant confirms that it has submitted to Philips a Royalty Reporting Form as set forth in Annex E, certified by a corporate officer of Registrant, setting forth the information specified in Clause 2.05 in respect of those Scope Products Sold by or for Registrant or any of its Affiliates in any country during the Past Use Period, and specifying the royalties due in respect of that Past Use Period together with accrued interest on those royalties of ten percent (10%) per annum, calculated from the later of (i) the date of Sale of the Royalty-Bearing Product to which the royalty applies or (ii) the date the license granted in this Agreement or similar in substance to such license was first offered to the market (**“Past Use Amount”**). Registrant shall pay to Philips the Past Use Amount to Philips’ bank account specified in Clause 2.06, within 30 days of the Effective Date.

The Royalty Reporting Form submitted in respect of the Past Use Period shall be subject to Philips’ right of audit set out in Clause 2.09.

### 2.02 **Royalty Payment and Rates:**

Registrant shall pay to Philips, throughout the Term, a royalty for all Royalty-Bearing Products as follows:

- (a) (i) Subject to Clause 2.02(b), for each unit of Royalty-Bearing Product containing a single instance of Wireless Power Receiver functionality, the royalty shall be US\$ 0.12;

(ii) Subject to Clause 2.02(b), for each unit of Royalty-Bearing Product containing a single instance of Wireless Power Transmitter functionality, the royalty shall be US\$ 0.15, provided that, if configured for facilitating wireless power transfer to a number  $n$  of Wireless Power Receivers simultaneously, the royalty rate for such Royalty-Bearing Product shall, with respect to that Wireless Power Transmitter functionality, be deemed to be equal to the product of (A) the quotient of  $(n+2)$  and 3 (using Euclidian division) and (B) the rate specified above in this Clause 2.02(a)(ii). By way of illustrative example, for facilitating wireless power transfer to 5 Wireless Power Receivers simultaneously, the quotient is  $(5+2)/3 = 2$  and, thus, the royalty rate is 2 times US\$ 0.15 = US\$ 0.30.

- (b) For a Royalty-Bearing Product and/or an integrated assembly of Royalty-Bearing Products that contains, by assembly, combination, integration or otherwise, multiple, mutually distinct instances of Wireless Power Receiver and/or Wireless Power Transmitter functionality, a royalty according to Clause 2.02(a) is due for each instance of such instances, provided that for each instance of Wireless Power Transmitter functionality of such instances one instance of Wireless Power Receiver functionality of such instances may be included with no additional charge, but each instance shall be considered a separate Royalty-Bearing Product for purposes of Clause 2.03(a).

**2.03 Waived Units:**

- (a) The royalty due pursuant to Clause 2.02 for the first fifteen thousand units of Royalty-Bearing Product Sold in any calendar year is hereby waived.
- (b) With respect to each Exempt Product, the (part of the) royalty attributable to Philips Qi Essential Patents shall be waived, provided such Exempt Product is not part of, combined, integrated with, or assembled together with a Royalty-Bearing Product other than an Exempt Product.

**2.04 Committed Volumes:**

- (a) If Registrant gives Philips written notice by February 28 of any calendar year during the Term that it commits to pre-pay royalties for a specific volume of at least 1 million units of Royalty-Bearing Product in that calendar year ("**Committed Volume**"), then the royalty to be pre-paid for such specific volume in that calendar year shall be the royalty calculated using each of the applicable volume tier rates set out in the table below ("**Committed Volume Rates**"), and in accordance with Clauses 2.02(a)(ii) and 2.02(b), provided that the royalties so calculated for such specific volume are paid by March 31 of that calendar year. If Registrant has timely given such written notice, Registrant may increase the committed specific volume by giving written notice by 30 June in that calendar year. The royalties applicable for the volume increase must be paid by 31 July of the same calendar year. If this Agreement is executed after February



28 of a calendar year, Registrant may give written notice that it commits to a specific volume for the remainder of that calendar year, simultaneously with its execution of this Agreement.

(b) The volume tiers for the Committed Volume Rates shall be as follows:

Wireless Power Receiver		Wireless Power Transmitter	
Volume tier	Volume tier royalty rate	Volume tier	Volume tier royalty rate
≤ 10M units	US\$ 0.11	≤ 5M units	US\$ 0.1425
> 10M - 25M units	US\$ 0.10	> 5M – 10M units	US\$ 0.135
> 25M - 50M units	US\$ 0.09	> 10M – 25M units	US\$ 0.1275
> 50M units	US\$ 0.08	> 25M units	US\$ 0.12

By way of example and for the purpose of illustration, the royalty to be pre-paid for a Committed Volume of 13 M units of Royalty-Bearing Product with Wireless Power Receiver functionality and 12 M units of Royalty-Bearing Product with Wireless Power Transmitter functionality (assuming no adjustments resulting from Clauses 2.02(a)(ii) and 2.03(b)) is  $US\$ 0.11 * 10 M + US\$ 0.10 * (13 - 10 M) + US\$ 0.1425 * 5 M + US\$ 0.135 * 5 M + US\$ 0.1275 * (12-10 M) = US \$ 3,042,500$ .

(c) 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 said calendar year and shall include in such Royalty Reporting Form the current balance of volumes reported during said calendar year relative to the Committed Volume.

(d) Registrant is only qualified to apply Committed Volume Rates if Registrant:

- (i) is in full compliance with all its obligations under this Agreement; and
- (ii) specifies in said written notice the Committed Volume and a computation of the amount of pre-paid royalties for the Committed Volume.

(e) If Registrant subsequently reports Royalty-Bearing Products in the said calendar year that exceed the then remaining balance of Committed Volume that Registrant has

requested and prepaid pursuant to this Clause 2.04, Registrant shall pay for the excess units as specified in Clause 2.02.

- (f) If Registrant reports a number of units of Royalty-Bearing Products Sold in the said calendar year that is below the Committed Volume Registrant pre-paid pursuant to Clause 2.04(a), Registrant acknowledges and agrees that any excess payment shall be non-refundable, i.e., not be carried forward to any subsequent calendar year.
- (g) If Registrant gives the written notice specified in Clause 2.04(a) but fails to pre-pay the corresponding royalties in full and on time to Philips, any pre-paid amount received late by Philips shall be applied to future reported Royalty-Bearing Products at the royalty rate specified in Clause 2.02. For the sake of clarity, Registrant acknowledges and agrees that such late payment is not a breach under this Agreement, as the written notice and corresponding payment are optional for Registrant but will be a failure to meet a condition for application of the Committed Volume 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 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 rate specified in Clause 2.02 and the Committed Volume Rate, plus interest in accordance with Clause 2.07 from the date on which the royalties should have been paid at the applicable per-unit rate specified in Clause 2.02 until such difference is paid in full.

2.05 **Royalty Reporting:** Before expiration of 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, completely and accurately, for all Scope Products Registrant and Registrant Affiliates Sold during the Reporting Period:

- (a) the identity of each customer, and for each customer, particulars of each Scope Product including: (i) trademark or brand; (ii) model number, name(s) or code; (iii) country of Manufacture; and (iv) name of Manufacturer entity (v) country of Sale (vi) Scope Product category (Wireless Power Transmitter, Wireless Power Receiver, Wireless Power Transmitter Integrated Circuit, Wireless Power Receiver Integrated

- Circuit); (vii) royalty category (Royalty-Bearing Product, Exempt Product); (viii) the applicable royalty rate and (viii) the (total) quantity of units of Scope Products Sold;
- (b) with respect to Committed Volumes, 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 the then outstanding balance of any quantities of Royalty-Bearing Product properly pre-paid;
- (c) 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 royalty rate applicable pursuant to Clauses 2.02, 2.03 and 2.04 (“**Royalties Due**”); and
- (d) with respect to Committed Volumes, the remaining balance of any quantities of Royalty-Bearing Product properly pre-paid after having performed the calculation set forth in Clause 2.05(b).

For the sake of clarity, Registrant shall include in the Royalty Reporting Form also each Scope Product that is Sold by Registrant or a Registrant Affiliate in a country that is not a Patent Country (but may or may not have been or subsequently be Sold in, for or from a Patent Country by any person) even if Registrant believes that no royalty is owed for such Scope 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 Clause 4.

- 2.06 **Royalty Payment:** Registrant shall pay Philips the royalties due hereunder in respect of all Royalty-Bearing Products within the corresponding Payment Term, unless a different term is expressly provided by Philips in writing. 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 2.06.

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 2.09.

Any payment shall be made by wire transfer without any deduction whatsoever, whether for bank transmission charges or otherwise, in U.S. 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 10005  
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 Registrant 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.

- 2.07 Late Payment: Any payment under this Agreement which is not made by the due dates 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.

Any excess payment amount shall be credited to immediate subsequent payment obligations of Registrant but shall not be refunded by Philips.

- 2.08 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.

2.09 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 electronic or photocopies of all such records and books is kept to allow inspection in accordance with this Clause 2.09.

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 access to any document, book, record, or IT-system 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 2.08, 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.

Failure by Registrant or its Affiliates to co-operate promptly with the inspection as set out in this Clause 2.09 shall constitute a material breach of this Agreement. 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 set out in this Clause 2.09 shall survive termination or expiration of this Agreement for a period of 5 years following the date of termination or expiration.

- 2.10 Verification: To enable verification of reporting and payment in accordance with Clause 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, or Sold are subject to the payment of royalties to Philips hereunder and the amount of royalties payable, and more detailed information to identify suppliers and re-Sellers.

### **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 Royalty Due (plus any applicable interest) for the relevant period (e.g., Past Use Period, or a subsequent quarterly Reporting Period) and (iii) pre-payment of a Committed Volume (if applicable), 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 in full to Philips, the royalties otherwise due under this Agreement for use of all the Release Patents.
- 3.03 A Limited Release shall mean, with respect to a Royalty-Bearing Product Sold by Registrant or a Registrant Affiliate and 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) re-Sellers of that Royalty-Bearing Product or an assembly including that Royalty-Bearing Product and (iii) suppliers of that Royalty-Bearing Product or subassembly of that Royalty-Bearing Product which substantially embodies wireless power transfer functionality, 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 right 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 Registrant acknowledges and agrees that, with respect to any Royalty-Bearing Product, the Limited Release is not only for the benefit of itself and its Affiliates but also for the benefit of its downstream acquirers and upstream suppliers and, as a consequence, that Registrant carries the burden of paying the royalty for such Royalty-Bearing Product not only for acts performed by it or its Affiliates which absent the Limited Release would constitute infringement of a Release Patent in a Patent Country, but also for acts performed by its downstream acquirers or upstream suppliers which absent the Limited Release would constitute infringement of a Release Patent in a Patent Country, even if neither Registrant nor any of its Affiliates performs any act which absent the Limited Release would constitute infringement of a Release Patent in a Patent Country.
- 3.05 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 deficiency. 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 Royalty Due has not been paid in full until such deficiency has been corrected and payments have been made in full.
- 3.06 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 makes no promise not to sue Registrant, its Affiliates or its/their suppliers, re-sellers or customers, except with respect to those Limited Releases which have actually taken effect pursuant to Clause 3.03.
- 3.07 Patent Lists; Additional Patents: Registrant acknowledges and agrees that Annex A and Annex B 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 such amendment to Annex A and Annex B, e.g., by publishing it on its internet page at [www.ip.philips.com](http://www.ip.philips.com).

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.

- 3.08 Philips reserves the right to change the process of royalty reporting and invoicing set forth in Clause 2.05 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.
- 3.09 No Assignment: 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: Subject to Clause 4.03, 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 to external auditors, legal representatives, experts, and to the competent courts unless such disclosure is required by law, court order, or by either Party in connection with the enforcement of its rights.
- 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 Clause 2, except that Philips may disclose such information to (i) its employees engaged in Philips' licensing or registration programs, its external auditors, experts, 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, Prospective or Current 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](http://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 Undertakings: Registrant undertakes, on behalf of itself and its Affiliates, to make available licenses or releases to Patents that are (i) owned by Registrant or its Affiliates; and (ii) essential or commercially relevant to the manufacture, sale or other disposal of wireless power products; and (iii) were first filed in any country 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 Clause 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. 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 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.
- 6.05 Consequences of Expiration and Termination: Upon the termination of this Agreement for any reason pursuant to Clauses 6.02-6.04, Registrant and its Affiliates shall immediately cease the manufacture, procurement, and Sale of unreleased Scope Products. 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 Clause 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 Royalty 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 or electronic mail directed as follows:

If to Philips: Koninklijke Philips N.V.  
c/o Philips Intellectual Property & Standards  
High Tech Campus 52  
5656 AG Eindhoven  
The Netherlands  
E-mail: [iplicensing@philips.com](mailto: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:

- (a) 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 right 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) 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. Registrant acknowledges and agrees that it shall not be entitled to any royalty reduction or other compensation by virtue of any such abandonment.

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 (whether express or implied) 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 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 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 authorization of Registrant and shall notify Registrant upon any such assignment.

7.08 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

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any claims and damages resulting from Registrant's conduct in contravention of such export control laws and regulations.

- 7.09 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, 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]

\_\_\_\_\_  
K.J. Eleveld  
Head of IP Licensing

\_\_\_\_\_  
[Name]  
[Title]

**ANNEX A**  
**Patent Countries for Philips Qi Essential Patents**

AT	Austria
BE	Belgium
BR	Brazil
CH	Switzerland
CN	China
CZ	Czech Republic
DE	Germany
ES	Spain
FI	Finland
FR	France
GB	United Kingdom
HK	The Hong Kong Special Administrative Region
HU	Hungary
ID	Indonesia
IN	India
IT	Italy
JP	Japan
KR	Republic of Korea
LI	Liechtenstein
MX	Mexico
MY	Malaysia
NL	Netherlands
PL	Poland
RO	Romania
RU	Russian Federation
SE	Sweden
TH	Thailand
TR	Türkiye
TW	Taiwan
US	United States of America
ZA	South Africa

**ANNEX B**  
**Lists of Release Patents**  
**(Philips Qi Essential Patents)**

Note:

Registrant acknowledges that the list is intended to include (i) all Philips Patents having a Necessary Claim Philips is aware of at the Effective Date and any Philips Wireless Power Patent that Philips discovers to have a necessary Claim thereafter during the Term as from the date of discovery; and (ii) solely for the convenience of the Parties for providing necessary assurances to Registrant regarding the scope of the Limited Releases, with respect to each listed Philips Patent, any other Philips Patent which, for purposes of having the benefit of a filing date earlier than its filing date, relies on the same application or, if it so relies on more than one application, same applications, as the application or, if it so relies on more than one application, applications such listed Philips Patent relies on, for purposes of having the benefit of a filing date earlier than its filing date, where it is understood that such application may be either the listed Philips Patent or the other Philips Patent itself or, the application from which the listed Philips Patent and/or the other Philips Patent issued.





## Royalty Reporting Form

Koninklijke Philips N.V.  
High Tech Campus 52  
5656 AG Eindhoven  
Netherlands  
VAT-ID: NL002065538B01

Contract Number  
Wireless Power Patent License Agreement  
Reporting Period  
Confidential

Licensee Name  
Licensee Address  
Licensee VAT ID

Product category	Royalty Category	Identity of customer	Trademark or brand	Report				Royalties to be invoiced		
				Model name(s), number(s) or code	Name of manufacturer entity	Country of manufacture	Country of Sale	Quantity of Sales	Royalty rate	Total
Wireless Power Transmitter	Royalty Bearing Product									
Wireless Power Receiver	Exempt Product									
Wireless Power Transmitter IC										
Wireless Power Received IC										

## ANNEX C Royalty Reporting Form

For purposes of royalty reporting, Registrant will be provided with an Excel file having (substantially) the same layout shown on this Annex C.

Format is subject to change from time to time.

Format not suitable for reporting Committed Volume sales.

**ANNEX D**  
**Annual Statement**

Registrant shall have its Chief Financial Officer make the following statement pursuant to Clause 2.08 of the Agreement:

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

.....

(signature)

Name:

Title:

Date:

Enclosures: Reporting Forms ([xx] pages)



Koninklijke Philips N.V.  
High Tech Campus 52  
5656 AG Eindhoven  
Netherlands  
VAT-ID: NL002065538B01

## Past Use Reporting Form

Contract Number  
Wireless Power Patent License Agreement  
Past Use Period  
Confidential

Licensee Name  
Licensee Address  
Licensee VAT ID

Product category	Royalty Category	Sales Period Year/Quarter	Identity of customer	Trademark or brand	Model name(s), number(s) or code	Name of manufacturer entity	Country of manufacture	Country of Sale	Quantity of Sales	Royalties to be invoiced	
										Royalty rate	Total
Wireless Power Transmitter	Royalty Bearing Product										
Wireless Power Receiver	Exempt Product										
Wireless Power Transmitter IC											
Wireless Power Received IC											

## ANNEX E Past-Use Reporting Form

For purposes of royalty reporting past use Registrant will be provided with an Excel file having (substantially) the same layout shown on this Annex E.

Format is subject to change from time to time.

Format not suitable for reporting Committed Volume sales.