

Trusted Connectivity Alliance Limited (the “Company”)

## SCHEDULE TO THE APPLICATION FORM

Each person (“**Applicant**”) by whom, or on whose behalf, an Application Form is executed and accepted, irrevocably agrees and undertakes, by such execution, to comply with the following terms and conditions:

### 1. Definitions

- 1.1 The words and expressions defined in the Company’s Articles of Association (as amended from time to time) shall have the same meanings in this Schedule (as from time to time revised). Definitions not found in the AoAs are defined as follows:
- 1.2 Any reference to a “Member” in paragraph 4 (except in paragraphs 4.7 and 4.8) shall be deemed to include a reference to an Associate of such Member.
- 1.3 The following capitalised terms used in the body of this Schedule shall have the meaning defined herein.
  - 1.3.1 "Confidential Information" shall mean data, information, documents, (including machine-readable information and documents), software, objects and other materials disclosed to the Applicant in relation to its Membership in the Company by the Company or its Members or their Associates and that is designated as such in writing by the disclosing party. All confidential information shall be marked 'Confidential' or in such other unequivocal manner so as to indicate its confidential nature. Orally given information need only be kept secret if designated as confidential information at the time of its disclosure and supplied in addition within 14 (fourteen) days to the receiving parties in summary written form marked as confidential.
  - 1.3.2 "Equipment" means any system, or device conforming to the Specifications.
  - 1.3.3 "Essential" when used in relation to IPR means that it is not possible on technical (but not commercial) grounds, taking into account normal technical practice and the state of the art generally available at the time of definition of the Specifications, to make, sell, lease, otherwise dispose of, repair, use or operate Equipment or Methods which comply with a Specification without infringing that IPR. For the avoidance of doubt, in exceptional cases where a Specification can only be implemented by technical solutions, all of which infringe IPR, all such IPRs shall be considered Essential.
  - 1.3.4 "IPR" shall mean any intellectual property right conferred by law, including applications therefore, but not including trademarks, rights relating to get-up, to confidential information, to trade secrets or the like which are excluded from the definition of IPR.
  - 1.3.5 "Methods" means any method or operation conforming to a Specification.

1.3.6 “Shareholder” means a shareholder of the Company.

1.3.7 1.2.14 “STK” means the SIM Application Toolkit as defined in ETSI standards GSM 03.48, 11.11 and 11.14.

1.3.8 1.2.15 “Working Group” means a Working Group established by the Board of the Company.

## 2. Fees

2.1 The Applicant will pay such fees, both following an application for Membership and subsequently at such times during each year of Membership, as may be determined, in its absolute discretion, by the Company from time to time. (Details of the relevant fees will be available from the Company on application to the General Secretary of the Company).

2.2 The Applicant acknowledges and agrees that no refund of any such fees as are referred to in paragraph 2.1 above shall be made if, at any time, it ceases to be a Member.

2.3 If the Applicant ceases to be a Member, it shall nonetheless remain liable for all fees due to the Company remaining unpaid at the date of cessation of Membership.

2.4 Except as may otherwise be agreed or determined in accordance with the Company’s Articles of Association, the Applicant will be responsible for all expenses and other costs incurred by it or by any of its representatives or personnel (including those who may act as Directors of the Company) in connection with the Company and its activities.

## 3. Participation of Full and Executive Members in the Work of the Company

3.1 The Applicant will use all reasonable endeavours to achieve the goals of the Company and in particular agrees to:

3.1.1 adhere to the Code of Ethics;

3.1.2 adhere to the IPR Policy;

3.1.3 provide such information including technical know-how, data and information as reasonably required efficiently to meet the goals of the Company to the extent permissible without breaching its obligations under any previous agreements or any restrictions imposed by law, including (without limitation) the provision of information in relation to SIM/eSIM/eSE/iSE/iSIM or related hardware/software data required by and in accordance with the Market Monitoring Process;

3.1.4 comply with decisions of the Company;

3.1.5 actively contribute to the work of the Company;

3.1.6 actively publicise its Membership in the Company as much as reasonably possible, including but not limited to mentioning its Membership in all communications relating to

the activities of the Company and in connection with its activities in standardisation bodies; and

- 3.1.7 permit the Company or the other Members of the Company to publicise its Membership in the Company.

## 4. Participation of Ordinary Members in the Working Groups of the Company

### 4.1 The Applicant agrees to:

- 4.1.1 adhere to the Code of Ethics (mutatis mutandis as if it were a Shareholder);
- 4.1.2 adhere to the IPR Policy (mutatis mutandis as if it were a Shareholder);
- 4.1.3 adhere to the Resolution of the Board on Operational Structure (mutatis mutandis as if it were a Shareholder);
- 4.1.4 provide such information including technical know-how, data and information as reasonably required efficiently to meet the goals of the Working Group in respect of which this Application is made to the extent permissible without breaching its obligations under any previous agreements or any restrictions imposed by law;
- 4.1.5 participate in the work of the Working Group in respect of which this Application is made (without having any right to vote at meeting of the Working Group or otherwise);
- 4.1.6 actively publicise its Membership in the Company as much as reasonably possible, including but not limited to mentioning its Membership in all communications. relating to the activities of the Company and in connection with its activities in standardisation bodies; and
- 4.1.7 permit the Company or the Shareholders or other Ordinary Members of the Company to publicise its Membership in the Company.

- 4.2 The Applicant may withdraw from the work of the Working Group by giving at least (1) month's written notice of such intention and reasons for doing so to the Chairman of such Working Group PROVIDED ALWAYS THAT such party shall not be entitled to recover any monies paid

by such party to the Company and any IPR licenses provided by the Ordinary Member shall survive such withdrawal.

**4.3** The Chairman of the Working Group shall be entitled to withdraw the rights of the Applicant to participate in the work of a Working Group by notice in writing to the Applicant in the event that the Applicant:

**4.3.1** is no longer having its contribution processed by the Working Group (considered from the status of the Ordinary Member's input paper, or other reasons detailed in written explanation);

**4.3.2** becomes insolvent or fails to make a payment of fees to the Company in accordance with terms of this Ordinary Member Application Form and the decisions of the Board;

**4.3.3** ceases to carry on business in the ordinary course of business;

**4.3.4** materially changes the nature of its business;

**4.3.5** fails to observe any of the terms of the Resolution of the Board on Operational Structure, or any decision of the Board of the Company, the Working Group; or

**4.3.6** takes any action which has brought or may bring any Shareholder, Ordinary Member or the Company into disrepute.

**4.4** If the Applicant withdraws from a Working Group pursuant to paragraph 4.2 or has its rights withdrawn pursuant to paragraph 4.3, all rights of the Applicant shall cease on and from the date the withdrawal takes effect and this Ordinary Member Application Form shall terminate and, save as expressly provided, shall be of no further effect.

## **5.** Confidential Information

**5.1** The Applicant shall keep Confidential Information in confidence and may not disclose any Confidential Information except to the directors, officers, employees or professional advisers of it or its Associates or any other Member who or which are directly involved in activities which promote, assist or further the objects of the Company and who need to know the same in connection with such activities;

**5.2** The Applicant shall protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorised use, dissemination, or publication of the Confidential Information as it uses to protect its own Confidential Information of a similar nature, and in no event shall it use less than a reasonable standard of care in its treatment of the Confidential Information;

**5.3** The obligations of confidentiality shall not apply to Confidential Information:

**5.3.1** to the extent its disclosure is required by law or the rules or regulations of any stock exchange or other regulatory body; or

**5.3.2** if it otherwise becomes available to the public without the Applicant's breach of the obligations contained in this paragraph 5;

- 5.3.3 if it is released in writing by the disclosing Member or the Company without any restriction;
  - 5.3.4 if it is lawfully obtained from a third party who is neither a Member of the Company nor a Member of a Group which includes a Member of the Company and in the absence of any obligation of confidentiality; or
  - 5.3.5 if the Confidential Information is known to the Applicant prior to such disclosure or is at any time developed by it independently of any such disclosure or disclosures from any other Member or the Company as evidenced by written records.
- 5.4 The obligations of confidentiality in this paragraph 5 shall cease to apply to each item of Confidential Information five years after such item of Confidential Information has been given, disclosed or supplied.
- 5.5 Subject to the IPR Policy, any Confidential Information received from a Member or the Company shall at all times remain the property of the disclosing Member or the Company; and that no grant of any of the disclosing Member's or the Company's intellectual property rights will be given or intended by such disclosure (including any implied licence).
- 5.6 Upon the Applicant ceasing to be a Member (unless a Member of its Group remains a Member of the Company), it shall (subject as specified below):
  - 5.6.1 return all Confidential Information and all copies of the whole or any part of the same to the rightful owner of that Confidential Information; or
  - 5.6.2 if so requested by the rightful owner, shall destroy the same and certify in writing to the rightful owner that the Confidential Information has been destroyed.
- 5.7 Notwithstanding the obligations set out in this paragraph 5.6, the Applicant shall be entitled to deliver one copy only of any such Confidential Information to its legal advisers from time to time, on condition that all such advisers retain and use such copy solely for the purposes of evidence in any claim or dispute that may arise in relation to such Confidential Information. If any such Confidential Information is given to any such legal advisers, the Applicant shall certify in writing to the rightful owner that such step has been taken, that it will procure that all such legal advisers will observe the obligations as to confidentiality set out in this paragraph 5 (excluding this paragraph 5.7) in relation to such Confidential Information and that it has ensured that such legal advisers are aware of the restrictions set out in this paragraph 5.7.
- 5.8 Upon any of the Applicant's Associates ceasing to be an Associate of it, the Applicant shall procure that such Associate shall return all Confidential Information and all copies of the whole or any part of the same to the rightful owner of that Confidential Information or, if so requested by the rightful owner, shall destroy the same and certify in writing to the rightful owner that the Confidential Information has been destroyed;
- 5.9 The Applicant authorises the Company to disclose Confidential Information supplied by the Applicant or any of its Associates to any third party, body or entity for the purpose of, and in connection with, promoting, assisting or furthering the objects of the Company provided that such third party, body or entity agrees in writing with the Company to observe similar

obligations as to confidentiality in relation to any such Confidential Information as those set out in the paragraph 3;

- 5.10** The Applicant will procure that any of its Associates from time to time shall abide by each of the rights and obligations set out in paragraphs 5.1 to 5.9 (inclusive) as if they were Members themselves;

## 6. Export Licences

- 6.1** The Applicant shall not export, directly or indirectly, any technical data acquired as a Member of the Company or otherwise in connection with promoting, assisting or furthering the objects of the Company or any products utilising any such data to any country for which, at the time of export, an export licence or the approval of any government or governmental agency is required, without first obtaining such licence or approval;

## 7. Intellectual Property Rights

- 7.1** Members shall comply with the IPR Policy, which sets out provisions concerning the ownership, exploitation, licensing and restrictions of use of the intellectual property of the Company and its Members.

## 8. US National Co-operative Research and Production Act 1993 (the “Act”)

- 8.1** The Applicant consents to the Company notifying, and hereby authorises the Company to notify, the appropriate authorities of the Government of the United States of America of its Membership of the Company pursuant to the provisions of the Act.
- 8.2** The Applicant authorises the Company to review and approve the draft of the notice disclosing its Membership which such Government will subsequently publish pursuant to the Act.

## 9. English Law

- 9.1** The obligations contained in the Application Form for Membership (of which this Schedule (as from time to time revised) forms part) are legally binding upon the Applicant, and will be construed and interpreted in accordance with English law.

## 10. Obligations Enforceable

- 10.1** The obligations contained in the Application Form (of which this Schedule forms part) are intended to be enforceable by and against and therefore between each Member of the

Company from time to time and by the Company against each such Member (as if and to the intent that such obligations were set out in the Company's Articles of Association).

- 10.2** The Applicant will be bound by and will observe all the obligations set out in this Schedule, as from time to time revised or varied by the Directors of the Company in accordance with the Company's Articles of Association.

## 11. Disputes

- 11.1** Any dispute, controversy or claim arising under, out of, or relating to the Application Form, the Membership of the Applicant in the Company and the participation of the Applicant in the work or operation of the Company and any subsequent amendments of any relevant documents, including, without limitation, their existence, formation, validity, enforceability, interpretation, performance, breach or termination (including of this Arbitration Clause), as well as non-contractual claims between the Members, shall be, upon the filing of a Request for Arbitration by either party or any of the parties, be referred to and finally determined by arbitration in accordance with the World Intellectual Property Organisation (WIPO) Expedited Arbitration Rules. Alternatively, the parties may mutually agree that any such dispute, claim or controversy may be referred to and finally determined under the WIPO Arbitration Rules then in effect. If the parties mutually agree that any dispute, claim or controversy should be referred to and finally decided under the WIPO Arbitration Rules then in effect, it shall be heard by a sole arbitrator, unless the parties mutually agree that it should be heard by a panel of three arbitrators.
- 11.1.1** The Applicant hereby expressly agree that a party may request interim measures, or the enforcement of interim measures entered by the Tribunal, from any court of competent jurisdiction and that it shall not be inconsistent with this Arbitration Agreement or deemed to be a waiver of this Arbitration Agreement.
- 11.1.2** Any award rendered pursuant to this paragraph 10 shall be final and binding upon the Members, and any judgement upon such an award may be entered and enforced in any court of competent jurisdiction.
- 11.1.3** The place of arbitration shall be Paris, France, and the award shall be deemed to be a French award for the purposes of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention"). The language to be used in the Arbitral proceedings shall be English, and all documents not in English submitted by either party must be accompanied by a translation into English.
- 11.1.4** Any monetary award shall be made and shall be payable in Euro free of any tax or other deduction. Monetary awards shall include compound interest from the date of breach or other violation of this agreement through the date the award is paid in full. The interest rate applied shall be the base rate of 6 %. The Members hereby agree that the party(s) not prevailing with respect to a dispute, claim or controversy submitted to arbitration pursuant to this Clause shall pay the costs actually incurred by the prevailing party in relation to the arbitration, including attorneys' fees.
- 11.1.5** The Members hereby agree that for purposes of the New York Convention, the relationship between the Members is commercial in nature, and that any disputes between the Members related to this agreement shall be deemed commercial.

## 12. Survival of Rights

- 12.1 The obligations contained in this Schedule (as from time to time revised) in respect of confidentiality shall survive termination of Membership howsoever arising.
- 12.2 All the obligations contained in the IPR Policy (as from time to time revised) in respect of the licensing of IPR shall survive termination of Membership howsoever arising but only to the extent that such obligations relate to IPR which is in existence during its Membership and which is Essential IPR for a Specification in existence at any time during its Membership or is licensed under Clause 9.4 of the IPR Policy.

## 13. No Shareholder Relationship – for Ordinary Members

It is agreed that the Applicant, if accepted as an **Ordinary Member**, will have only those rights set out in the Application Form, notwithstanding any provisions to the contrary contained in the Articles of Association of the Company or other documents that are expressly incorporated by reference in the Application Form, and that the Application Form does not create any rights (express or implied) under the Articles of Association of the Company and constitutes the entire agreement between the Company and the Applicant in respect of the subject matter herein.