GENERAL SALES TERMS AND CONDITIONS

GEMALTO SA
6, rue de la Verrerie, 92190 Meudon, France
Share capital 103 975 000.62 Euros
Nanterre Trade and Companies Register No. 562 113 530

Preamble

Gemalto SA (referred to hereafter as “Gemalto”) is a company specialising in the supply of integrated digital security solutions, including the development of software applications via the design and production of digital security devices, such as smart cards, SIM cards, electronic passports, tokens and readers, and the management and deployment of services for its customers. It therefore owns the intellectual property rights over the products that it markets.

Article 1. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>« Consumer »</td>
<td>refers to any natural person visiting or using the “Webstore” for purposes which are outside his trade, business, craft or profession.</td>
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<tr>
<td>« Order »</td>
<td>refers to any “Product” order placed by a Consumer with Gemalto on the “Site”.</td>
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<tr>
<td>« Products »</td>
<td>refers to products marketed by Gemalto via the “Webstore”.</td>
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<tr>
<td>« Site »</td>
<td>refers to Gemalto’s website accessible via the following link: <a href="mailto:support.webstore@gemalto.com">support.webstore@gemalto.com</a></td>
</tr>
<tr>
<td>« Webstore »</td>
<td>refers to the commercial website where Gemalto offers its Products for sale and where Consumers can order and pay.</td>
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</table>

Article 2. Purpose

The purpose of these general sales terms and conditions (the “General Sales Terms and Conditions”) is to define the terms and conditions under which Gemalto sells the Products to Consumers via its Webstore.

These general conditions only apply to Consumers. If you are a trader, please refer to the general terms and conditions applicable to traders.

Consumers are advised that Gemalto is unable to deliver Products to any country subject to embargo at the date the Order is placed on the Webstore. Gemalto will indicate at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted. For all information on this subject, Consumers are invited to contact Gemalto before placing Orders on the Webstore.

Article 3. Orders

After acknowledging the technical characteristics and prices of the Products, duly detailed on the Site, Consumers place their Orders online according to the following Order process under their own responsibility:

- Choice of Product(s);
- Identification of the Consumer, with contact details and place of delivery;
- Order summary correction, if necessary;
- Reading and acceptance of the General Sales Terms and Conditions;
- Validation by the Consumer, thereby concluding the contract (the “Contract”);
- Payment by bank card via a secure SSL server;
- E-mail or fax confirmation of the Order by Gemalto and notification of the date of dispatch of the Order and any delivery deadline.

All Orders are subject to Gemalto’s acceptance and will be validated only after acceptance of the General Sales Terms and Conditions and the bank’s authorization of the bank card payment.
Gemalto reserves the right to cancel any Product order in the event of a clerical error in the prices or Products described on the Site or if the Products prove are no longer available.

Should Gemalto cancel an order that the Consumer has already paid for, Gemalto will reimburse the Consumer for the amount paid by crediting the debited account at the earliest possible opportunity.

The Consumer must notify any errors in the information provided for the Order before the Order dispatch date specified in the Order confirmation e-mail by emailing the following address: support.webstore@gemalto.com.

Gemalto shall not be held liable for any consequences of delay or prevention from delivery if the Consumer makes errors in the data it provides during the Order process described in Article 3 above.

Any expense for shipping Products due to a data input error by the Consumer will be borne exclusively by the latter.

Placing an order entails the Consumer’s full, unreserved acceptance of the General Sales Terms and Conditions.

**Article 4. Price and payment terms**

The applicable prices are those indicated on the Site on the date of the Order. They are expressed in Euros by default and include VAT.

Delivery charges are not included in prices and are invoiced to the Consumer in addition to the amount indicated when the Order is placed and detailed in the Order summary.

Gemalto reserves the right to modify the prices displayed on the Site at any time. The price confirmed by Gemalto when the Order is validated by the Consumer shall be the sole valid price.

Payments are made by bank card (credit card, Visa, Eurocard or Mastercard) at the time of the Order.

Gemalto’s EU VAT registration number is GB847056610.

**Article 5. Customs charges and duties**

Customs charges and duties may be levied depending on the applicable import regulations. Such additional charges and duties will be borne by the Consumer, who is invited to contact the customs authorities of the country of delivery of the Products in advance. Gemalto has no control over such charges and duties, which vary significantly depending on the country.

**Article 6. Right of withdrawal**

In accordance with the consumer protection regulations, Consumers have the right to return Products within 14 (fourteen) working days of receipt thereof.

For this purpose, Consumers have to fill the withdrawal form and send it to the following address: support.webstore@gemalto.com.

Any Consumer wishing to take advantage of this right of withdrawal must contact Gemalto, which authorises the Consumer to return the Products concerned undamaged and in their original packaging and condition such that it can be marketed in new condition, accompanied by the sales invoice, at the Consumer’s expense and risk, to the following address:

Gemalto, c/o Sykes Europe Ltd

Nether Road
Galashiels TD1 3HE
Scotland, United Kingdom

Gemalto will reimburse the monies actually paid by the Consumer for the Product price and delivery at the earliest possible opportunity, at the latest within fourteen (14) days of the date when the right of withdrawal is exercised. Gemalto may withhold the reimbursement until Gemalto received the goods back, or until the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.

Gemalto shall carry out the reimbursement using the same means of payment as the Customer used for initial transaction.

The provisions of the present article do not apply to:

- the supply of Product made to the Customer’s specifications or clearly personalized;
- the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer’s prior express consent and his acknowledgment that he thereby loses his right of withdrawal;
- the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- the supply of Product which are, after delivery, according to their nature, inseparably mixed with other items.

Article 7. Delivery

In accordance with the consumer protection regulations and before validation by the Consumer, Gemalto will inform the Consumer of the delivery deadline for ordered Products.

The Products will be delivered at the address indicated in the Order process.

Products will be protected, packaged or crated before delivery in accordance with Gemalto’s normal standards.

Gemalto reserves the right to make partial deliveries, which will be invoiced separately for the corresponding amounts.

If delivery is not made within 7 (seven) days of the stated deadline, the Consumer will be entitled, except in cases of force majeure, to demand the cancellation of the sale within a maximum period of 60 (sixty) working days by e-mailing the following address: support.webstore@gemalto.com.

In which case Gemalto will reimburse the monies actually paid by the Consumer for the Product price and delivery at the earliest possible opportunity, at the latest within fourteen (14) days of the cancellation demand.

Article 8. Transfer of ownership

Title to the Products shall vest in the Consumer at the time of delivery subject to payment in full.

Article 9. Transfer of risk

Risks in the Products shall pass to the Consumer at the time of delivery.

Article 10. Warranty

Gemalto hereby warrants the Products to be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of delivery.

The Consumer shall notify Gemalto of the defects by e-mailing the following address, support.webstore@gemalto.com, within seven (7) calendar days after the defects are discovered, and the notice shall thoroughly describe the Product
Concerned (reference number) and the conditions under which the defect has arisen in order to facilitate the diagnosis of the defect.

Upon agreement by Gemalto, which will allocate a return reference number to the Consumer, the Product must be returned by the Consumer in the condition in which it was received, with its original packaging and all delivered materials and accessories (user manual, miscellaneous accessories, etc).

If the Products are defective, the defects of the Products returned by the Consumer will be made good at Gemalto’s expense by repair or replacement at Gemalto’s option.

The property of the defective Products shall pass to Gemalto upon delivery of the replacement. Any reasonable expenses incurred by the Consumer to return a non-compliant Product will be reimbursed on presentation of supporting documents.

For the Products which have been replaced or repaired by Gemalto hereunder, Gemalto shall have the same liability as set out in this Article 10.

The Products are provided “as is” and Gemalto’s warranty hereunder is strictly limited to the repair or replacement of defective parts. The above warranty shall apply only in as much as the Products have been used and maintained in compliance with Gemalto’s instructions for use.

This warranty shall not apply to consumable and extendible items (such as batteries, fuses...) and to defects arising from or connected with Consumer’s failure to operate or maintain the Products in accordance with Gemalto’s specifications and documentation and generally with standard practices of product operations and shall not be applicable to defects arising from or connected with (i) any combination of the Products with equipment, matériel, products or systems not furnished, not approved or not specifically recommended by Gemalto (ii) or any modification of the Products performed by others but Gemalto (iii) or any accident, vandalism, negligence or handling errors causing damage to the Products (iv) or normal wear and tear (v) or defective installation, maintenance or storage (vi) technical maintenance or interventions on the Products other than those deemed necessary by Gemalto. For Products resold as is and components that Gemalto purchases from suppliers, Gemalto’s warranty is strictly limited to the terms granted to Gemalto by its suppliers.

Gemalto does not and shall not warrant that the Products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each Product is compliant with current security standards in force on the date of their design, Gemalto does not represent nor warrant that the Products conform to the state of the art in electronic security mechanisms at the time they were made and the Consumer acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks.

Under no circumstances, shall Gemalto be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems or equipments incorporating the Products.

Consumer represents and warrants that by placing an Order for the Products (a) it relies on its own knowledge and judgment in the selection and use of the Products as well as the electronic security mechanism and/or architecture installed in the Products, and (b) it has read, understood and accepted the electronic security mechanisms and/or architecture offered by the Products.

Gemalto shall not be liable in any manner whatsoever with respect to failure of, or attack on the electronic security mechanisms and/or architecture of the Products.

In particular, Gemalto does not warrant that the Products will be resistant to any and all possible efforts to defeat or disable its functions, including its security mechanisms, and Gemalto shall not incur, and disclaims, any liability in this respect.

The present contractual guarantee offered by Gemalto does not affect the statutory non-compliance guarantees applicable to Consumers.

**Article 11. Liability**

To the maximum extent permitted by applicable law and with respect to any damages, losses or costs arising out of or related to the Contract, Gemalto or its suppliers, agents or distributors shall not be, in any case whatsoever, liable to the Consumer, its officers, agents, employees, successors and/or assigns for any indirect, special, consequential or incidental damages of whatsoever kind or nature, including, but not limited to, any loss, cost, damage, loss of revenue, loss of profit, income, revenue, loss of use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss or damage to goodwill or reputation, or any loss or corruption of any data, database or software incurred or suffered by the Consumer and/or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Products or any failure to perform according to the Contract even if Gemalto has been advised of the possibility of such damages; losses or costs.
Under no circumstances shall Gemalto be liable to the Consumer for any damages, losses or costs resulting from or arising out of any illegal and/or fraudulent use of the Products by the Consumer, any third party or the end-user.

Any action against Gemalto must be brought within no later than twelve (12) months after the cause of action arises.

The aggregate liability of Gemalto or its suppliers, agents or distributors in connection therewith shall not exceed either (i) the price of the Order giving rise to the claim or (ii) the total price actually paid to Gemalto under the Contract during the six (6) months preceding the event leading to the claim for damages by the Consumer, whichever is smaller. This limitation of liability shall apply regardless of the form of action, whether in contract or in tort (including negligence) or based on a warranty.

**Article 12. Force majeure**

Gemalto shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure.

"Force Majeure" shall mean any event beyond the reasonable control of Gemalto such as, without limitation: governmental decision, embargo, war, hostilities, act of the public enemy, terrorist attacks anywhere in the world, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at Gemalto or at its suppliers or subcontractors), lock-out and labour disturbances, delay from a supplier or subcontractor facing a case of force majeure as defined herein.

In case of Force Majeure, Gemalto shall give notice of the event to the Consumer and the time schedule for the performance of the Contract shall be automatically extended by the period of time as reasonably necessary for Gemalto to overcome the consequences of such event.

If the performance in whole or part of any obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, Gemalto may at any time, without further liability to the Consumer, terminate the contract or any part thereof. The Parties will then try to establish by mutual agreement a liquidation settlement, failing which the provisions of Article 15 shall apply.

Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

**Article 13. Intellectual property**

The information and data (the "Information") contained in any document or support of information supplied by Gemalto under the Contract shall remain Gemalto's exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) attached thereto.

Therefore, no right, title or interest is transferred to the Consumer by the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other intellectual property rights relating to the Products. In particular, to the extent that software is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software to Consumer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Consumer under Gemalto's intellectual property rights incorporated in the Products (i) to use such software in conjunction with and as embedded in the Products as supplied by Gemalto, and (ii) to use such Product in or in conjunction with products of Consumer.

Except if explicitly otherwise provided in this Article 13, Consumer shall not be granted any license, either directly or indirectly, by implication, estoppel, or otherwise, to any patent, trade secret, copyright and/or any other intellectual property right of Gemalto. The Consumer shall not make any use of the Information other than for the purpose of the Contract or, as the case may be, installing, operating and/or maintaining the Products. Gemalto retains and shall retain full ownership of all inventions, designs and processes made prior to or during the course of performance of any Contract resulting therefrom.

**Article 14. Waste electrical and electronic equipment**
In accordance with European Directive 2002/96/EC on waste electrical and electronic equipment and subject to the operative regulations in each European Union member state, Product take-back and recovery costs will be borne by Gemalto, whether the Products have been sold by Gemalto to replace a previous Product or not, provided that the Consumer has returned the waste to one of the collection points indicated by Gemalto on request by e-mail to the following address: support.webstore@gemalto.com

**Article 15. Amendments**

The General Sales Terms and Conditions may be amended by Gemalto from time to time.

**Article 16. Governing law and settlement of disputes**

Subject to any mandatory statutory provisions of the country where the consumer has his habitual residence, the validity, interpretation and implementation of the present general sales terms and conditions are subject to French law.

Subject to any mandatory statutory provisions, any dispute arising from the present conditions will come within the exclusive jurisdiction of the courts in the jurisdiction of the Versailles appeal court.

**Specific provisions for the United States of America:**

REGardless of any statute or law to the contrary, any claim, cause of action or demand between you and Gemalto, the general terms and conditions must be brought within six (6) months of the date upon which you were or should have first been aware of the existence of the grounds for such claim or cause of action. This applies to you and your successors.

Any dispute between you and Gemalto relating to the General Sales Terms and Conditions shall be resolved by binding arbitration pursuant to the commercial rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York City, New York, and any judgment on the arbitration award may be entered in any court having jurisdiction thereof.

**Article 17. Gemalto’s contact details**

Gemalto may be contacted by:

- post at the following address:
  Gemalto SA - Webstore Customer Service
  avenue du Pic de Bertagne, BP 100, 13881 Gémenos Cedex, France;

- e-mail at the following address:
  support.webstore@gemalto.com

- telephone at the following number accessible on working days:
  (00)33442365000