

THIS AGREEMENT is made on _____, 2008 BETWEEN:

(1) JAPAN SMARTCARD SOLUTIONS CO., LTD. whose registered address is 7F da Vinci Ogawamachi, 2-4 Kanda nishiki-cho, Chiyoda, Tokyo, 101-0054, Japan (“JSS” which expression shall, where the context so admits, include Affiliates of JSS); and

(2) of
(End User Name)

.....
(End User Address)

RECITALS:

- (A) JSS provides certain Service Partner Services at the JSS MULTOS KMA.
- (B) The End User wishes to obtain these Services from JSS with the intention Issuing MULTOS cards.
- (C) JSS has agreed to provide these Services to the End User and the End User has agreed to accept those Services on the terms set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

“**ADC**” means an Application Delete Certificate. “**ALC**” means an Application Load Certificate. “**Agreement**” means these terms and conditions and any other document incorporated into this Agreement by reference, as varied from time to time by JSS. “**Application**” means a MULTOS Application written to run on any Card. “**Application Provider**” means any party who supplies Applications to the End User. “**Cards**” means integrated circuit cards incorporating an implementation of MULTOS. “**End User**” means each entity requesting JSS KMA Services from the Service Partner. “**Export Control License**” means written permission from the Japanese Ministry of Economy, Trade and Industry (“METI”) enabling the export of KMA data from Japan. “**JSS KMA Services**” means the goods or services requested by the Service Partner, and/or its End Users, using the JSS Step Server, and described in the Service Level Specification. “**JSS MULTOS KMA**” means the facility which provides JSS KMA Services on behalf of JSS. “**JSS STEP SERVER**” means the online service provision to the End User by JSS through the designated web site, processed for registration, ordering, data generation and reporting. “**KMA Data**” means ALC’s, ADC’s, and MSM_CDs. “**MSM_CD**” means the MULTOS security module control data which links card identity to issuer identity. “**MULTOS**” means the secure multi-application operating system owned by Gemalto N.V. “**MULTOS Pricing Bulletin**” means the list of prices for each of the JSS KMA Services. “**Non Japanese Export Control Restrictions**” means any national or international legislation, regulations or treaties which restrict the End User’s right to use, distribute, import or export KMA data, JSS KMA Services, Cards or Applications outside Japan. “**RA**” means the Registration Authority operated by JSS in connection with the provision by JSS of JSS KMA Services. “**Service Level Policy**” means the document describing the service levels and associated processing requirements in respect of each of the JSS KMA Services as updated from time to time by way of Product Bulletins. “**Service Partner**” means the MULTOS Service Partner being the entity requesting JSS KMA Services from JSS on behalf of End Users, named above.

2. JSS SERVICE PARTNER SERVICES

2.1 This Agreement alone shall govern and be incorporated in every request made by the End User to JSS for the provision of JSS Service Partner Services and shall prevail over any terms or conditions contained or referred to in any documentation submitted by the End User or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed in writing by an authorised representative of JSS. **2.2** These terms and

conditions shall be deemed to incorporate the JSS Pricing List, and the Service Level Policy. **2.3** The End User agrees that the use of the security environment established by JSS Step Server provides sufficient authenticity and integrity of communication.

3. END USER REGISTRATION

3.1 The End User agrees that JSS shall only be obliged to provide JSS Service Partner Services to the End User in respect of End Users who have first been registered with the RA by the Service Partner. **3.2** JSS shall ensure that their internal processes for the qualification of End Users is equivalent to that set out in the MULTOS Key Management Authority standard terms and conditions. **3.3** JSS agrees that nothing in this Agreement shall prevent any End User from obtaining KMA Services directly from any other Service Partner. **3.4** JSS reserves the right to refuse to register an End User and/or to provide Service Partner Services at its own discretion and without providing any reason. **3.5** Nothing in this Agreement gives rise to any contractual relationship between or is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term contained in this Agreement.

4. JSS as a SERVICE PARTNER OBLIGATIONS

4.1. The Service Partner undertakes to enter into a direct agreement with each End User, to supply all JSS KMA Services, support and materials which the End User may require. **4.2** JSS, as a Service Partner, shall submit all requests for JSS KMA Services and Applications for registration to JSS on behalf of the End User. **4.3** JSS may develop and adapt materials relating to JSS KMA Services to local language requirements (the “**Materials**”) provided it obtains written approval from JSS and/or MXI prior to the release of the Materials. Approval is no guarantee of the correctness of the content of these Materials and JSS accepts no liability for any errors in any approved Materials. **4.4** JSS undertakes to inform the End User that they may conduct their MULTOS business via any other JSS approved Service Partner or the JSS KMA direct.

5. PAYMENT

5.1 In consideration of the provision by JSS of the JSS KMA Services, the Service Partner shall pay in US dollars the relevant fees set out in the JSS Pricing List. **5.2** JSS shall issue invoices in respect of JSS KMA Services provided. The End User shall pay all sums due under this Agreement within 30 days after the date of the relevant invoice. **5.3** JSS shall be entitled to vary the JSS Pricing List from time to time by way of a Bulletin upon giving 90 days prior notice to the End User. **5.4.** All sums due to JSS by the End User under this Agreement shall be made without any withholding or deduction of taxes, charges or other duties and should JSS be required to make any deductions or withholding, the End User shall pay any amounts as shall be necessary in order that the net amount received by JSS after deduction or withholding is equal to the amount payable for the JSS KMA Services. **5.5** JSS shall be entitled to charge, and the End User shall pay, interest accruing daily from the due date to the actual date of payment (both dates inclusive), on any overdue amounts under this Agreement at the rate per annum of fourteen percent.

6. JSS as a SERVICE PARTNER’S WARRANTIES

6.1 JSS represents and warrants that: (a) it has verified the suitability and compatibility of the Step Server in connection with which it wishes to supply JSS KMA Services; (b) it has verified the compatibility, functionality and suitability for its requirements of any Application in connection with which it wishes to supply JSS KMA Services; (c) all data and information supplied in connection with the provision of JSS KMA Services is correct and in particular, any data which JSS has used in supplying JSS KMA Services is correct; (d) all requests for JSS KMA Services have been duly authorised. (e) That JSS as a Service Partner has a fit for purpose process for to qualify the integrity of End User registration requests and authorised signatories. **6.2** For the avoidance of doubt, JSS shall be liable for the relevant JSS KMA Services costs, as described in the JSS Price List, incurred by JSS in providing or attempting to provide JSS KMA Services in respect of which (a) JSS as a Service Partner has submitted incorrect or corrupt data and such corruption was caused other than by an error in the JSS Step Server;. **6.3** The Service Partner warrants that it shall comply with all applicable laws regarding the use of JSS KMA Services and the use of cryptography in general.

7. JSS'S WARRANTIES

JSS represents and warrants that: (a) the JSS KMA Services shall be provided in accordance with the Service Level Policy, a current copy of which may be obtained from JSS Customer Support; (b) JSS shall use reasonable skill and care in supplying the JSS KMA Services under this Agreement; (c) no other warranties, conditions or terms, express or implied, statutory or otherwise, relating to condition, fitness for purpose, performance, quality or otherwise are given by JSS and all such representations, warranties and conditions are excluded.

8. EXPORT CONTROL

8.1 JSS shall determine, on the basis of the request for KMA data, whether an Export Control Licence is required but reserves the right to refer to METI to make this determination on its behalf. **8.2** The End User acknowledges and agrees that: (a) JSS has no control over METI's decision whether or not to grant an Export Control Licence, the time taken by METI to grant an Export Control Licence or in providing any determination or rating in accordance with clause 8.1; (b) JSS has no access to the information supplied to METI in accordance with subclause 8.2(b); **8.3** JSS shall not be liable for: (a) any refusal by METI to grant an Export Control Licence; (b) any changes in the procedure or criteria governing the grant of Export Control Licences which it was not aware of and which it could not reasonably have been aware of; (c) The elapsed time involved to negotiate an appropriate license with METI. **8.4** The Service Partner agrees not to re-export or permit re-exportation of any KMA Data, JSS KMA Services, Cards or Applications without first obtaining any written permission to do so in accordance with any relevant Non Japanese Export Control Restrictions.

9. CONFIDENTIALITY

9.1 JSS undertakes to keep all confidential information provided by the End User secure and use it only for the purpose of providing the JSS KMA Services, unless otherwise agreed in writing by the End User. **9.2** The Service Partner undertakes to use and store JSS Step Server securely and agrees to observe all applicable industry standards in relation to the request, receipt and use of JSS KMA Services.

10. DELIVERY AND RISK

Risk in the JSS KMA Services shall vest in the Service Partner immediately and unconditionally on delivery. Delivery means, in relation to each occasion on which JSS KMA Services are provided, the moment at which the media used to transport the JSS KMA Services leaves the premises of the JSS MULTOS KMA.

11. LIABILITY OF JSS

11.1 JSS shall not be liable to the Service Partner: (a) for any misrepresentations made by the Application Provider with respect to any aspect of an Application and in particular any statement made in connection with an application for an Export Control Licence; (b) for any defects in the Applications or for any failure of the Applications to comply with their specifications **11.2** JSS does not limit its liability for death or personal injury arising from its negligence or that of its employees, agents or subcontractors. **11.3** The parties acknowledge that the JSS KMA Services are not intended to be used in connection with any safety critical purposes, including without limitation, on-line control of aircraft, air traffic control, any purposes connected with a nuclear facility or life support systems, and JSS hereby disclaims all liability resulting from the use of JSS KMA Services for safety critical purposes.

12. LIABILITY OF JSS as a SERVICE PARTNER

The Service Partner does not limit its liability for death or personal injury arising from its negligence or that of its employees, agents or subcontractors.

13. FORCE MAJEURE

Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control and including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, accident, civil commotion, industrial dispute, breakdown of plant or machinery or impossibility of obtaining material.

14. SEVERABILITY

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

15. WAIVER

A waiver (whether express or implied) by the End User or JSS of any of the provisions of this Agreement or of any breach or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this Agreement.

16. NOTICES

Any notice under or in connection with this Agreement shall be in writing and may be delivered personally or sent by first class post pre-paid recorded delivery (and airmail if overseas) or by fax to the party concerned at its last known address.

17. COMPLETE AGREEMENT

This Agreement supersede and cancel all previous agreements and wording arrangements whether oral or written, express or implied between the parties in relation to the subject matter of this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of Japan. The parties submit to the non-exclusive jurisdiction of the courts of Japan for all purposes relating to this Agreement.

AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.

SIGNED for and on behalf of
JAPAN SMARTCARD SOLUTIONS CO., LTD.

SIGNED for and on behalf of

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: