



GENERAL SALES TERMS AND CONDITIONS FOR PROVISION OF PRODUCTS THALES DIS

(Version April 2025)

Table of Contents

1. DEFINITIONS	3
2. OFFER	4
3. DOCUMENTATION	4
4. ORDERING PROCEDURE	4
5. ARTWORK VALIDATION PROCESS (if applicable)	5
6. QUANTITIES AND PRICES.....	5
7. TERMS OF PAYMENT	6
8. DELIVERY	6
9. TRANSFER OF TITLE AND TRANSFER OF RISKS	7
10. ACCEPTANCE ON DELIVERY	7
11. WARRANTY.....	7
12. LIMITATION OF LIABILITY	8
13. INTELLECTUAL PROPERTY RIGHTS (IPR)	9
14. DATA MANAGEMENT.....	10
15. EXPORT CONTROL.....	11
16. GOVERNING LAW AND VENUE	11
17. FORCE MAJEURE	12
18. CONFIDENTIALITY	12
19. DURATION – TERMINATION	12
20. ASSIGNMENT	13
21. ANTI CORRUPTION & INFLUENCE PEDDLING.....	13
22. POLITICAL EXPOSED PERSON	13
23. FINAL PROVISIONS	14
ANNEX 1 – DELIVERY CONDITIONS	15
ANNEX 2 – ACCEPTANCE PROCESS	16
ANNEX 3 – FAILURE ANALYSES PROCESS.....	19
ANNEX 4 – DATA TRANSFER.....	27
ANNEX 5 – THALES INFORMATION NOTICE	28
ANNEX 6 – GOVERNING LAW AND JURISDICTION	29

1. DEFINITIONS:

The following terms as used in the singular or plural in these General Terms and Conditions of Sale (hereinafter, the "**GTCS**"), shall mean:

- **Affiliates** means any company directly or indirectly controlled by the Seller, which directly or indirectly controls the Seller, or which is directly or indirectly controlled by a company directly or indirectly controlling the Seller, either by capital or by voting rights. In accordance with Article L233-3 of the French Commercial Code, a company is presumed to exercise control where it holds, directly or indirectly, a proportion of the voting rights exceeding forty (40) percent, and no other associate or shareholder holds directly or indirectly, a higher proportion
- **"Card(s) form factor"**: can be full card, 2FF, 3FF, 4FF as defined in ISO7816-1/ISO7816-2 or Trio and/or Half
- **"Confidential Information"** means any proprietary and/or confidential information or data disclosed by either Party to the other, pursuant to the Offer, in whatever form either in writing or in machine-readable form or orally, subject to the conditions set forth in these GTSC, and including without limitation any written or printed documents, samples, models, or any information or data disclosed through any means that the Parties may elect to use in connection with the Offer and resulting from the Order.
- **"Corporate Income Tax"** Includes all domestic and foreign taxes which are based on taxable profits of companies but excludes Withholding Tax.
- **"Files"**: means collectively or individually output files and input files.
- **"Indirect Tax"** means all taxes, rates, tariffs, levies, duties or similar charges levied by taxing authorities on the sale, consumption or movement of goods and services, such as VAT, GST, consumption tax, excise, sales tax, import or customs duties and any similar taxes. Indirect Tax shall however exclude Corporate Income Tax, Withholding Tax and any personal income tax in relation to the remuneration paid to any person employed by any of the Parties.
- **"Offer"** means all documents (and any amendments thereto) including without limitation commercial, technical and/or financial documents sent by the Seller to the Buyer together with the GTCS.
- **"Order"** or **"Purchase Order"** means any order (including attachments) issued by the Customer under the Interim contract, for the purchase of Product(s), which has been expressly accepted by a duly authorized representative of the Seller, with or without reservation.
- **"Product"** means the product composed by both hardware and software as defined in Specifications and that could be delivered either as Card Form Factor or as SMD Form Factor as the case may be.
- **"Profile"** means personalization data provided by a Mobile Network Operator and/or Customer to personalize the Product.
- **"SMD Form Factor"** means Surface Mounted Device. It is a component mounted directly onto the surface of a printed circuit board.
- **"Specifications"** means specifications agreed by both Parties and attached to the Interim Contract.
- **"Recall Costs and Associated Replacement Costs and Expenses"** shall mean costs and expenses associated with repair or replacement of Products and relating to but not limited to the removal of a defective Product, customer support, calling center, channel support, Products return (i.e., return of the Products on a standalone basis, the vehicles or product, system into which the Product is installed, workmanship to remove and reinstall the Products, shipping and handling, scrapping, sales channel commissions.)
- **"Tax Treaty"**: means a bilateral double taxation avoidance agreement signed, and remaining in force, between the governments of the countries in which each Party are respectively tax resident. Tax Treaty shall also include all the relevant protocols that are signed between the said two governments.
- **"Withholding Tax"**: means a Tax imposed at source on the consideration payable by the buyer to the seller, i.e. the Customer is charged with the task of deducting tax from the gross consideration due to Thales and remitting such amount of tax to the government.
- **"Key Requirement Specifications"** means further elements that are mandatory for delivery of the Product BAP ("Bon A Produire"): (i) electrical profile specifications, (ii) data processing specifications and related elements (e.g. secret key(s), input file(s) (if any)), (iii) graphical printing specifications (if any), (iv) label specifications (if any), (v) voucher specifications (if any), (vi) carrier mailer specifications (if any)
- **"Bon A Produire"** (BAP) means: a maximum of 10 pieces of Product for testing and approval before mass production can commence.

2. OFFER

Thales's Offer is a Commercial Proposal and is subject to the signature of a **Thales agreement** ("**Agreement**"). Upon acceptance of the Commercial Proposal by the Customer, Thales shall send to Customer a draft Agreement reflecting the terms of the Commercial Proposal (including any addendums, changes and/or additions agreed upon), which shall be negotiated in good faith by the Parties. Notwithstanding the foregoing, the following legal terms and conditions together with the present Commercial Proposal shall apply to the Product(s) and software(s) and services(s) described herein and constitute an interim contract ("**Interim Contract**") for the interim period of time starting on acceptance of this Commercial Proposal and/or issuance of a purchase order by Customer (whichever is the earlier) and ending upon signature of the Agreement.

The Interim Contract may be amended or withdrawn by notice from Thales to the Customer at any time up to the date of acceptance of the Order.

The Offer shall remain valid for a period of one (1) month from its date of issue or such other period as may be specified in the Offer.

The Seller shall not be bound in any manner whatsoever until the Order is expressly approved by a duly authorized representative of Thales.

The contractual documents constituting this Interim Agreement are the following: (i) The Order(s); (ii) The Offer (if any); (iii) This General Terms and Conditions of Sale of Product, including its annexes.

In the event of contradiction or inconsistency between the above documents, said documents shall prevail in the order in which they are listed.

3. DOCUMENTATION

3.1 The data, drawings, illustrations, performance descriptions, weights and measures and other performance data stated in Thales's catalogues, leaflets, circulars and other publications ("Documentation") are of a descriptive nature only. They contain no guarantees and are not contractually binding, unless otherwise stated in the order confirmation, or if they are attached to the Interim Contract.

3.2 Thales is sole owner of the property rights, copyrights, duplication and distribution rights to the Documentation stated in clause 3.1 above.

3.3 Subject to the terms of the Interim Contract, Customer is granted a non-exclusive, non-transferable and non-assignable right to use the Documentation. Customer agrees to limit access to the Documentation to those employees who need such access in order to use the Products. Customer will not make available or disclose any information concerning the Documentation to any other person without the prior written consent of Thales. The obligations expressed in this provision shall remain binding upon Customer even after completion or termination of the Interim Contract/Order. Customer shall take all the same precautions to maintain the confidentiality of the Documentation as those employed to protect its own proprietary information.

4. ORDERING PROCEDURE

4.1 Ordering of Products shall be through Purchase Orders placed in writing by the Customer with Thales in accordance with the ordering process as described in this clause 4. Thales is under no obligation to accept a purchase order. If Thales does not accept a purchase order within 7 days of receipt, the purchase order shall be deemed rejected.

4.2 Orders or intentions to order by telephone, or orally given shall be given effect to only upon receipt of an official Purchase Order from the Customer accepted by Thales. This official Purchase Order shall bear: (i) the Customer reference and name, (ii) the date of issue, (iii) the Customer and Thales legal entities' name, (iv) the Product designation, (v) the quantity ordered, (vi) the unit price without VAT and the total price without VAT (calculated in accordance with the provisions of the Interim Contract, (vii) the expected delivery date, (viii) the delivery address, (ix) the invoicing address and, (x) the reference of this Interim Contract.

4.3 It is expressly agreed that the Customer's terms and conditions of purchase and any other document issued by the Customer shall not be applicable and the Customer waives any right which it might otherwise have to rely on such terms and conditions.

4.4 All Purchase Orders of Products detailed in the Interim Contract shall be subject to the present terms and conditions and solely to those terms and conditions, whether or not those terms and conditions are referred to in the Purchase Order. Those terms and conditions shall take precedence to the extent of any conflict between the terms and conditions of the Purchase Order and the terms and conditions contained herein.

4.5 The carrying out of operations at the request of Customer by Thales other than those required by the terms of sale established in the Interim Contract shall in no way modify either the type of sale nor the content of the Interim Contract: the request of Customer to carry out such operations necessarily implies that Thales will act in the name of

and on behalf of Customer. Such operations and the resulting costs will be invoiced separately to Customer who agrees to pay Thales upon receipt of the relevant invoice. In any case, the carrying out of such operations by Thales must have a direct link with the Interim Contract.

5. ARTWORK VALIDATION PROCESS (if applicable)

5.1 Artwork Validation

Thales shall provide a digital artwork for validation by Email to the Customer, Customer will have to validate this file per email.

After validation of this Acrobat file, and only upon request from the Customer, Thales shall issue 2 (two) copies of an EPSON proof within 5 (five) working days from Customer request.

The Customer shall send back to Thales the approved proof signed off within 3 (three) working days from the reception of the proof.

No production can start without any written approval of the digital file (and, where the case may be, the Epson proof).

In case of request for modification, should the Customer not approve the digital file or, where the case may be, the Epson proof, the above-explained process shall apply.

5.2 Process for Products proof

For each Product, the Customer shall provide the Key Requirements Specifications to Thales upon which Thales shall issue Product BAP.

After the Customer has received from Thales: (i) the Product BAP (without artwork printing), (ii) the data files (output files) the Customer shall test them and approve all above elements or request modifications in order to obtain a BAP compliant with the Key Requirements Specifications.

If agreed between the Parties, below further elements shall be provided by Thales too, in order to be agreed by Customer: (i) the Thales Graphical specification, (ii) the Thales label specification (if any).

Once the BAP is accepted by written notice of the Customer (BAP approval), Thales shall proceed with production of the Product.

The same procedure shall apply for any modifications agreed between the Parties.

If a software development is part of the project, a dedicated project plan will be discussed and approved by Thales and the Customer and, in particular, the test and Product BAP delivery milestone will be scheduled specifically.

6. QUANTITIES AND PRICES

6.1 Minimum quantities and prices of the Products are set forth in the Interim Contract.

6.2 Said prices are firm for a period of 6 months following the date of issuance of the Interim Contract. Unless expressly otherwise agreed in the Interim Contract, prices are CPT main terminal of transport of Customer location, (Incoterms ICC 2020). From expiration of this period, Thales reserves the right to revise said prices.

6.3 Prices herein are set on the basis of current market conditions. Thales reserves the right to re-negotiate such prices to the extent any significant changes in market conditions were to impact the cost of sales of the industry in which Thales operates. In such a case Thales shall promptly inform Customer and the Parties shall negotiate prices in good faith so as to reasonably allow Thales to overcome the consequences of these market conditions. If the Parties are unable to agree alternative prices/ within 10 business days each Party shall be entitled to cancel any outstanding Orders that may be impacted by Thales' notification. Notwithstanding any terms to the contrary, under no circumstances shall Thales be liable for any losses, damages, liabilities, penalties, fines, costs or expenses resulting from such cancelation.

6.4 The prices specified in the Interim Contract are exclusive of all existing and future taxes due under the law of the Customer's territory and which shall be borne by the Customer (such taxes including corporate income taxes, personal taxes, sales taxes or value added tax, withholding taxes, local customs duties, excise duties, octroi, stamp duties or any other duties and taxes). Without any limitation, the Customer shall pay to Thales all duties, assessments, withholding, taxes or charges of any kind imposed directly or indirectly upon Thales or and payments by any governmental agency or authority in the territory of the Customer by reason of the performance of the Purchase Order.

6.5 All prices mentioned in this Contract are exclusive of Corporate Income Tax. The Customer and Thales will bear their respective Corporate Income Tax liability.

5.5.1 (Applicable only when both Parties are located in the same country) In the event that Indirect Tax is due as per tax laws, Customer will bear the applicable Indirect Tax liability in respect of this contract. Thales shall provide the Customer with an appropriate invoice which specifically states the Indirect Tax amount charged separately.

In the event that tax is due to be withheld as per local tax laws or practice on the payment due to Thales in respect of this Interim Contract, the Customer shall, subject to prior notification to Thales, withhold such tax from the payments due to Thales provided such tax is actually paid to the appropriate authorities. In such a case, the Customer shall provide to Thales, the official receipt or tax certificate or the valid proof of payment as per local laws, within thirty days of payment to the authorities. In the event that the Customer fails to withhold tax as per the provisions of the domestic tax laws, or

withholds tax in excess of what is required as per domestic tax laws, or fails to provide the official receipt or proof of payment as mentioned, then the Customer shall immediately reimburse to Thales, the amount of tax withheld or excess tax withheld, as the case may be, together with any consequential interest and penalties.

5.5.2 *Applicable only when both Parties are NOT located in the same country*) All prices mentioned in the Interim Contract are exclusive of Corporate Income Tax and Indirect Tax that may be imposed by any public authority in respect of this Interim Contract.

Customer and Thales will bear their respective Corporate Income Tax liability.

In the event that a Tax Treaty applies and it provides for tax to be withheld in the Customer's country on the payment due to Thales in respect of this Interim Contract, the Customer shall, subject to prior Interim Contract with Thales, withhold such tax from the payments due to Thales provided such tax is actually paid to the appropriate authorities. In such a case, the Customer shall provide to Thales, the official receipt or tax certificate or the valid proof of payment as per local laws, within thirty days of payment to the authorities. In the event that the Customer fails to withhold tax as per the provisions of the Tax Treaty, or withholds tax in excess of what is required as per Tax Treaty, or fails to provide the official receipt or proof of payment as mentioned, then the Customer shall immediately reimburse to Thales, the amount of tax withheld or excess tax withheld, as the case may be, together with any consequential interest and penalties. In the event withholding tax is not levied as per Tax Treaty, but by virtue of the domestic law or practice in the Customer's country, the Customer shall increase the consideration paid to Thales, so that the amount Thales receives net of the withholding tax is the full amount Thales would have received if no such withholding or deduction had been made.

7. TERMS OF PAYMENT

7.1 Except oversize agreed on in the Interim Contract, the price shall be denominated and payable in Euro according to the following terms:

7.1.1 For new Customers

- **Down payment:** the Customer shall pay Thales an amount equal to thirty percent (30%) of the total order amount against remittance by Thales of a proforma invoice for the amount mentioned above; said down payment shall be paid by direct bank transfer.
- **Balance of the price:** the remaining seventy (70 %) of the total order amount shall be paid through direct bank transfer within thirty (30) days from the date of issuance by Thales of the relevant invoice.

7.1.2 For already known Customers:

- 100% of the total order amount shall be paid through direct bank transfer within thirty (30) days from the date of issuance by Thales of the relevant invoice.

7.2 In the event Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Thales, Thales may, at its option either:

- postpone the fulfillment of its own obligations until full payment of the sums due for the principal;
- charge Customer interest on the amount unpaid, by applying per half year, for the first semester of the relevant year, the bid interest rate of the European Central Bank in force as of the 1st of January of the said year and the one in force as of the 1st of July for the second semester of the said year, increased by ten (10) percentage points, until payment is made in full (a part of a month being treated as a full month) plus a lump sum fee of forty (40) Euros for collection costs;
- terminate the Order upon expiry of a seven calendar (7) day written notice of Thales to Customer which has remained without effect. All then current Purchase Orders shall immediately terminate and all amounts due to Thales, shall become immediately due and payable.

7.3 In the event of a payment delay by Customer, Thales may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment.

7.4 Thales reserves the right to establish, at any time, a limit for outstanding credit in favor of Customer, and to adapt the applicable payment periods accordingly.

8. DELIVERY

8.1 If not otherwise agreed between the Parties, Thales shall deliver the Products to the Customer in accordance with the terms of delivery set forth in ANNEX 1.

8.2 Prior to delivery, the Products will be preserved, packaged or crated in accordance with Thales's usual standards.

8.3 The Products delivered in accordance with a Purchase Order may not be either returned or exchanged except otherwise stated in the Interim Contract or in the order acceptance.

8.4 Should the delivery of the Products or any part thereof be postponed either at Customer's request or for any reason not attributable to Thales, Thales shall be entitled to store the Products or any part thereof at Customer's risks and expenses and to issue the corresponding invoice. The date of storage shall be deemed to be the date of delivery. In such

a case, Thales shall issue and sign a warehouse certificate discharging Thales of all liabilities incurred in connection with such storage.

9. TRANSFER OF TITLE AND TRANSFER OF RISKS

Risks in and title to, the Product shall pass to the Customer as from the date of delivery thereof, according to the Incoterm specified in the Interim Contract.

10. ACCEPTANCE ON DELIVERY

10.1 Acceptance process for Product containing Cards Form Factor

- A. The objective for the Customer is to implement a quality control on receipt of the Products and to check prior to the distribution of the Products their compliance with the Specifications agreed upon between the Customer and Thales.
- B. The acceptance procedure is based on the AQL (Acceptable Quality Levels) concept. AQL represents the maximum percentage of defective products, identified during an inspection, that are considered acceptable. Inspections using AQLs Interim Contract a statistical cost-effective method to ensure that quality expectations are defined and met. AQL inspections are performed on a representative sample of a production run, not on an entire shipment in accordance with statistical standards ISO 2859-1.
- C. The AQL applicable to the Products are attached in ANNEX 2.
- D. Upon delivery of the Products to the Customer, the Customer shall test the Products in accordance with the AQL within a maximum period of 5 working days from date of delivery thereof.
Should the Customer discover defects in the Products (in accordance with the agreed AQL), then subject to detailed notification of such defects to Thales within the aforementioned 5 days period, and unless otherwise agreed between Thales and the Customer to overcome the proven defect, the Customer shall be authorized to return, at its costs, the alleged defective batch to Thales.
Thales shall replace all the proven defective Products and send them back to the Customer according to Thales standard delivery terms.
- E. At the end of this 5-days period, the Products shall be deemed accepted if the Customer has not notified any proven defect to Thales.
- F. Thales's obligations of replacement under this article 9 will apply if the rate of Products rejected for non-compliance with the Specifications is above the AQL standards specified in ANNEX 2.

10.2 Acceptance process for Product containing SMD Form Factor

- A. Upon delivery of the Products to the Customer, the Customer shall test the Products in accordance with the Acceptance Procedure set forth in ANNEX 2 within a maximum period of 5 working days from date of delivery thereof.
Should the Customer discover defects in the Products, then subject to detailed notification of such defects to Thales within the aforementioned 5 days period, and unless otherwise agreed between Thales and the Customer to overcome the proven defect, the Customer shall be authorized to return, at its costs, the alleged defective batch to Thales.
- G. Thales shall replace all the proven defective Products and send them back to the Customer according to Thales standard delivery terms.
- H. At the end of this 5-days period, the Products shall be deemed accepted if the Customer has not notified any proven defect to Thales.

11. WARRANTY

11.1 Definition of Warranty: Thales hereby warrants that the Products shall, subject to the further provisions of this clause, conform to the Specifications for a period of twelve (12) months from the date of delivery (Warranty Period).

11.2 Warranty Conditions:

- A. Customer shall notify Thales of the non-conformity in writing within seven (7) calendar days after it has been discovered, and the notice shall thoroughly describe the conditions under which the non-conformity has arisen.
- B. Customer shall send the Product to Thales in order for Thales to perform a counter analysis (In case of embedded Cards, the Thales Failure Analysis Process, attached in ANNEX 3 of these GTCS shall apply). The title on the returned Products shall pass to Thales upon delivery.
- C. If counter analyses confirms the noncompliance to Specifications, then Customer exclusive remedy shall be limited to the repair or replacement, at Thales option, of the said non-conforming Products. In particular, Thales shall not be held liable for Recall Costs and Associated Replacement Costs and Expenses.
- D. The warranty described herein shall apply only in as much as the Products have been used and maintained in

compliance with Thales' instructions for use, and agreed Specifications.

11.3 Exclusions:

The warranty described shall not apply:

- A. if the Products have been damaged by the Customer or its customers; or any other third party; or
- B. if the Products have been submitted to conditions not specified in the Specifications; or
- C. if the Products are used in a non-standard environment (A non-standard environment is an environment requiring a robustness not documented in the Specification); or
- D. to Products supplied at request of Customer which Thales has indicated it may not conform (risk products) to applicable technical specifications or constitute experimental, developmental or non-qualified products; or
- E. if a third party software has been embedded either at Customer request by Thales or by any 3rd party; or
- F. if a new mobile network operator Profile is introduced or if an existing Profile is modified over the air by the Customer or a third party and i) such Profile is (or such modification makes it) not compliant with the Specifications set forth in the Interim Contract, or ii) Thales hasn't been given the opportunity and means to perform validation and compliance tests within software amended with above mentioned Profile changes
- G. in case of any modification of the Product except by Thales
- H. to any other default not attributable to Thales.

11.4 Thales warrants that each Product is compliant with current security standards in force on the date of their design, and the Customer 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. Even if Thales undertakes to update regularly each Product, it does not warrant that such Product will conform to the state of the art in electronic security mechanisms at the time they were delivered nor that the Products will be resistant to all possible attacks or to all possible efforts to defeat or disable its functions, including its security mechanisms. Thales shall not incur, and disclaims, any liability in this respect.

11.5 Under no circumstances, shall Thales be held liable for any third-party actions or claims and, in particular, in case of any successful attack against systems or equipment incorporating the Products. Customer is deemed to have provided and is responsible for all designs, plans, data (e.g., personalization data), electronic security mechanisms and architecture, and specifications with respect to Products (collectively, "Designs"). If, at Customer's request or otherwise, Thales makes suggestions with respect to the Designs, Customer will be responsible for analyzing the same and determining whether or not to incorporate them into the Designs.

11.6 Customer represents and warrants that by placing an order for the Products:

- 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
- it has reviewed the electronic security mechanism and architecture and confirms that it meets Customer's needs.

11.7 Thales 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.

11.8 The warranty in this clause and the rights and remedies of the Customer hereunder are exclusive and in lieu of and the Customer hereby expressly waives any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to any defects in or failures of the Products.

12. LIMITATION OF LIABILITY

12.1 Limited Liability

- A. Neither Party shall have any liability arising out of or relating to this Interim Contract for any indirect losses indirect and/or consequential damages of any kind, nor for any: (i) loss of profits, (ii) loss of anticipated savings, (iii) loss of business opportunity, (iv) loss of reputation or damage to goodwill.
- B. Subject to Sections 12.1(a) above, Thales' total Liability for all claims arising out of or relating to this Interim Contract is limited to 50% of the total amount of the Order leading to the claim.

12.2 Exclusions of liability

- A. Notwithstanding anything set out in this Section 12, Thales and its Affiliates shall have no liability for any failure to meet an obligation to this Interim Contract where such failure is caused (directly or indirectly) by Customer's failure or delay to meet any of its obligations pursuant to this Interim Contract.
- B. Thales shall not be liable and expressly disclaim all liability for Recalls Costs and Associated Replacement Costs and Expenses
- C. In no case shall Thales be liable for any damages resulting from or arising out of any illegal and/or fraudulent use of the Products by the Customer, any third party or the end-user.

12.3 Disclaimer

Customer acknowledges that using or selling Products in vehicles, devices systems or any other element could involve damage to property, vehicle, devices, system or to any other element into which the Product is installed.

Customer also acknowledges that such use or sale is done at its own risk.

Thales shall not be liable and expressly disclaim all liability for all loss, expenses and damages caused by the use of the Product in such devices or systems by Customer or any party to whom the Customer has directly or indirectly supplied the Product.

Thales shall not be responsible for the content of the data supplied by the Customer which may contain applications such as geotracking and geolocalization and for any consent or license required for the use of these applications. The Customer shall indemnify Thales and hold Thales harmless in respect of all third party actions, claims and demands, costs and expenses in this respect.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

13.1 No right, title or interest is transferred to the Customer by the Interim 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 Customer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Customer under Thales's intellectual property rights incorporated in the Products:

13.2 to use such software in conjunction with and as embedded in the Products as supplied by Thales, and

13.3 to use such Product in or in conjunction with products of Customer.

13.4 Except if explicitly otherwise provided in this clause 13 (IPR), Customer 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 Thales.

13.5 Subject to Section 12 (Limitation of Liability) Thales will defend, at its expense, a third-party filed legal complaint, lawsuit or proceeding against Customer ("Claim") to the extent such Claim is based upon an allegation that Product, as of their delivery date, directly and literally infringes in the country where Customer has its registered address, valid Non-Essential Patent(s), or copyrights or misappropriate a third party's trade secret (hereafter "IP Claim"). Always subject to Section 13.3. below, Thales will indemnify Customer for any final adverse judgment(s) by a competent court or an arbitration tribunal, settlements and reasonable attorney fees resulting from an IP Claim. The foregoing obligations are conditioned on Customer: (a) notifying Thales promptly in writing of the IP Claim; (b) giving Thales sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Thales's request and expense, assisting in such defense. If the Product becomes, or in Thales's opinion is likely to become, the subject of an IP Claim, then Thales may (at its option and expense) either: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing or (c) terminate the Interim Contract or any part thereof.

13.6 Thales has no obligation under Section 13.2. or otherwise with respect to an IP Claim based upon: (a) any use of the Product not in accordance with the Interim Contract or the related documentation (b) any modification of the Product by any person other than Thales or its authorized agents, (c) use of the Product in combination with product, process, data or equipment if the infringement was caused by such use or combination, regardless of whether or not the Product or elements of the Product are a material part of the infringement, (d) any content and/or materials introduced or made available in or through the Product by Customer, Customer's client(s), end users, and/or any third parties, (e) damages attributable to the value of the use of a non-Thales product, service, data or business process, (f) the use of the Product(s) during any time period after Thales has notified Customer to discontinue use of the same, (sub-sections (a) to (f)) are hereafter collectively referred to as "*Excluded Claim(s)*". Customer indemnifies Thales against all liability, damages and costs (including reasonable attorneys' fees) resulting from or related to an Excluded Claim.

13.7 In case a third party asserts that Products, as of their delivery date, directly infringe valid Standard Essential Patents ("SEP Claim"), and subject to Thales duty to confidentiality, Thales will provide Customer with information about the Standard Essential Patents under which Thales is licensed for its Product, if any. Thales at its own discretion may support Customer in the defense against or settlement of such SEP Claim provided that Customer immediately after the receipt of the SEP Claim informs Thales in writing hereof, grants Thales access to all communication and documents related to the SEP Claim and enables Thales to actively participate in the defence or settlement of the SEP Claims. For the avoidance of doubt, Thales shall not have any obligation to indemnify and shall not hold the Customer harmless from any SEP Claim regarding infringement of Standard Essential Patents by the Product brought against Customer directly or indirectly by any third party.

13.8 The foregoing states the entire liability of Thales and the exclusive remedy for Customer relating to IP Claims and SEP Claims. Except as expressly stated in this Section 13, any remedy for indemnification regarding such intellectual property rights shall become time-barred twelve (12) months after the delivery of the respective Product to Customer. All warranties of non-infringement of any intellectual property rights are hereby expressly disclaimed by Thales.

14. DATA MANAGEMENT

14.1 Data Retention

When delivering Products, Supplier is not processing personal data since the data contained in the input and output files (the “Files”) is not yet associated directly or indirectly to a “Data Subject” (who is an identified or identifiable natural person. For the purposes of this definition, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person).

From the date of delivery of the Files to Customer via Supplier’s Thales Secure File Transfer (old name ACE), highly secure data exchange solution, Supplier retains the input files for a period of four (4) months and the output file from a period of seven (7) months (collectively referred as the ‘Supplier Retention Period’). The retention of the Files is subject to the following security measures:

- Retention is taking place in a site certified as per the GSMA Association under the Security Accreditation Schema (SAS). This certification is an attestation of a robust security management system implemented on these sites and covering all the security domains (Risk Assessment, Physical security, IT security, Cryptography, Data Management...).
- The Files are stored encrypted with a complementary security layer at the file level and following the state of the art in term of encryption algorithm
- deciphering mechanism when contractually needed and required is performed under dual control.
- The secure deletion is undertaken immediately upon expiry of the relevant Supplier Retention Period (i.e., 4 or 7 months) and performed using standard tool performing a full low level formatting of the data to the point it is not possible to recover it with any forensic tool.
- The encryption key protecting the Files is stored in the certified SAS secure environment and under dual control.

During the Supplier Re-exportation Period Customer agrees and commits to take custody (i.e., possession and control) of Files including the output file. In the event following the expiry of the Supplier Retention Period Customer is triggering the warranty provision contractually agreed upon, Customer is obliged to deliver to Supplier the output file under his custody in order for Supplier to comply with the warranty terms. Provided, however, that such delivery can be waived if an authorized representative of Supplier notifies to the Customer that the delivery of the output files is not necessary in the light of the warranty event (the ‘Waiver’).

If the Waiver has not been notified and the warranty event has been remedied in accordance with the contractual warranty terms, the output file delivered by the Customer is immediately securely deleted by Supplier

Pursuant to Section 14.1 above during Supplier Retention Period or if Customer has contractually agreed or agrees with Supplier that Thales retains output file(s) beyond the Supplier Retention Period (the ‘Extended Retention Period’), the Files will become personal data upon assignment by Customer of the SIM card to an end user. In such a case upon Customer request Parties shall enter into a specific data retention agreement covering: (i) The duration of the Extended Retention Period, (ii) The application of the Extended Retention Period, (iii) The security measures applied by Supplier to the Extended Retention Period, (iv) The geographic location of the premises where the Extended Retention Period is undertaken, (v) The financial terms and conditions, if any, (vi) The liability terms; and (vii) Customary contractual terms

14.2 Data Transfer

Customer when sending data (i.e., data includes any type of data such as but not limited to personal data and information including confidential information) to Thales’ system (i.e., set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, recording, processing or disposition of data) or receiving data from Thales’ system shall comply with the security rules set forth in ANNEX 4. Customer solely assumes all risks, liabilities and consequences if it fails to abide to such security rules.

14.3 Protection of Personal Data collected for Administrative purpose

For the needs of this Article “**Applicable Data Protection Legislation**” means any data protection regulation that may apply in the context of this Interim Contract, including, where applicable, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the laws and regulations adopted to implement the GDPR. “**Data Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. “**Personal Data**” refers to any information relating to a Data Subject. For the purposes of this definition, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval,

consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

In the context of this Interim Contract, as soon as either Party carries out any Processing of the other Party's personnel contact details, the Parties shall conduct such Processing, each as a Data Controller, only for administrative management purposes.

As such, each Party undertakes to comply with the Applicable Data Protection Legislation and to provide to each of the relevant Data Subjects the information notice as provided by the other Party in order to enable the latter to comply with Article 14 of the GDPR. Concerning Thales, the information notice is attached to this Interim Contract as ANNEX 5.

15. EXPORT CONTROL

15.1 The Parties shall comply with all applicable export controls and economic sanctions ("Export Laws"), including, as applicable, the Export Administration Regulations maintained by the U.S. Department of Commerce ("EAR"), trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), export controls and restrictive measures maintained by the U.K. Government, the European Union (the "EU") and by any EU member-state, as well as any embargo and trade control regulation.

15.2 Customer shall not sell, export or supply Products to any individuals or legal entities that are the subject of sanctions or of blocking or asset-freeze measures applicable in the United States of America, in any EU member-state (whether resulting from EU regulations or from a governmental decision) or in the United Kingdom. This shall apply, without limitation, to individuals and legal entities that are on the OFAC List of Specially-Designated Nationals and Blocked Persons, the national list of any EU member-state or the EU Consolidated List.

15.3 The Parties agree to maintain full, true, and accurate records of exports, re-exports, and transfers of Products purchased and distributed or resold for at least five (5) years following the respective dates of such exports, re-exports, or transfers, and agree to provide such export-related records to the other upon request.

15.4 The Customer commits to verify that its distributors, resellers and their own customers (as well as their respective directors) are not subject to the above-mentioned sanctions or blocking or asset-freeze measures.

15.5 The Customer agrees to flow-down the requirements resulting from the provisions of this Article to its own distributors, resellers and their own customers in order to prevent any risk of breach of Export Laws.

15.6 In application of Council Regulations (EU) No 833/2014 and 765/2006, the Customer shall not sell, export or re-export, directly or indirectly any goods and/or technologies supplied under this Interim Contract to :

- i) the Russian Federation, the Belarus or for use in the Russian Federation or in the Belarus and in the Ukrainian territories controlled by the Russian Federation, or
- ii) any individual or entity subject to EU sanctions or restrictive measures, as well as to any entity owned by, controlled by or acting for individuals or entities subject to EU sanctions or restrictive measures.

15.7 The Customer undertakes to immediately report in writing to Thales any suspicion of, allegation of or actual violation of these restrictive measures set forth in items i) and/or ii) above and shall immediately cease any such sale, export or re-export of goods and/or technologies supplied by Thales.

15.8 Any violation of this article shall be deemed a material breach by the Customer of its contractual obligations thereby entitling Thales without incurring any liability whatsoever, whether for payment of damages, by way of an indemnity, for costs or otherwise, to either :

- stop the negotiation and withdraw the Commercial Proposal, without incurring in any payment of damages, indemnity or costs, and/or
- suspend the performance of this Interim Contract as long as the breach is not satisfactorily remedied, and/or
- terminate this Interim Contract with immediate effect and without incurring in any payment of damages, indemnity or costs.

15.9 The above being without prejudice to any damages or remedy Thales may be entitled to claim under the Interim Contract or any applicable legal provisions.

15.10 Notwithstanding Article "Confidentiality" below, Thales is allowed to disclose the content of this article and the information exchanged between the Parties in relation with this article if required by virtue of a court order, a legal obligation or an external audit.

16. GOVERNING LAW AND VENUE

16.1 Applicable Laws: The governing law of the Commercial Proposal and the Interim Contract shall be determined, based on the Thales entity submitting the present Commercial Proposal, in accordance with the table set out in the Schedule "Governing Law and Jurisdiction". The Commercial Proposal and the Interim Contract shall not give effect to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Interim Contract.

16.2 Dispute Resolution: The Parties shall attempt to resolve any dispute arising out of or in connection with this Interim Contract, including regarding its validity, execution, performance, breach, expiry or termination (including non-contractual disputes or claims) amicably by mutual agreement.

16.3 Any dispute or claim that may arise in connection with the Interim Contract, shall be first referred to proceedings under the International Chamber of Commerce (ICC) mediation rules. If the dispute has not been settled pursuant to the said rules within sixty (60) Days following the filing of a request for mediation or within such other period as may be agreed in writing, such dispute shall thereafter be finally settled under the rules of arbitration of ICC by one or more arbitrators appointed in accordance with the said rules of arbitration.

16.4 The place of arbitration shall be determined, based on the Thales entity submitting the Commercial Proposal, in accordance with the table set out in the Schedule "Governing Law and Jurisdiction".

16.5 The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties.

16.6 The arbitration proceedings shall be confidential.

17. FORCE MAJEURE

17.1 The Parties will not be in default if the performance of any of its obligations under the Interim Contract is partly or wholly delayed or prevented by reason of Force Majeure.

17.2 "Force Majeure" shall mean any event beyond the reasonable control of either Party such as, without limitation: governmental decision, embargo, shortage, war, hostilities, act of the public enemy, terrorist attacks anywhere in the world, civil commotion, sabotage, fire, flood, explosion, epidemics, pandemics and their consequences (such as large scale shortage), quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at Thales 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.

17.3 In case of Force Majeure, the Party shall give notice of the event to the other Party and the time schedule for the performance of the Purchase Order shall be automatically extended by the period of time as reasonably necessary for the Party to overcome the consequences of such event.

17.4 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, the Party may at any time, without further liability to the other, terminate the Purchase Order or any part thereof. The Parties will then try to establish by mutual agreement a liquidation settlement. Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

18. CONFIDENTIALITY

All information contained in this Commercial Proposal, and all information to be disclosed by Thales pursuant to the activities contemplated in the Interim Contract is confidential between Thales and its related Affiliates and the Customer, and shall not be duplicated, published or disclosed to any legal entity, organization or person in whole or part without the prior written consent of Thales.

The information and data contained in this document and any document or support of information supplied by Thales as part of this Commercial Proposal or the Interim Contract shall remain Thales's exclusive property along with all industrial property rights and copyright attached thereto. Therefore, no right, title or interest is transferred to the Customer by this Commercial Proposal or by the Interim Contract in the names, trademarks, patents, pending patents, expertise, copyright and other intellectual property rights relating to the solution.

19. DURATION – TERMINATION

19.1 The Interim Contract and/or the Order may be terminated in whole or in part by either Party, only with respect to the uncompleted part of the Order, by operation of law, without any damages, solely upon occurrence of the following:

- Force Majeure Event of a continuous duration exceeding six (6) months, in accordance with article 12 (Force Majeure);
- When a court or arbitrator finally determines that there has been an infringement of a third party's Intellectual Property Rights or in the event that the Seller believes that the Product, Software and/or Documentation may be the subject of an infringement claim or suit pursuant to Section 18 (Intellectual Property Rights);
- Change of Control as provided in article 20 (Assignment).

19.2 In the event that either Party (hereinafter, the "Defaulting Party") fails to perform its material obligations under the Order, the Defaulting Party shall provide the other Party (hereinafter, the "Non-Defaulting Party") with a remediation plan (hereinafter, the "Remediation Plan") within thirty (30) business days from the date of the failure to perform or the improper performance of the relevant obligation. Once the Parties have reached an agreement in

writing, the Defaulting Party shall use its best efforts to comply with the terms and conditions set forth in the Remediation Plan.

Should the Defaulting Party fail to provide such Remediation Plan within the time period set forth above, the Order may be terminated by the Non-Defaulting Party for the uncompleted part of the Order by operation of law. If the Defaulting Party is in breach of any of its obligations under the Remediation Plan for more than ninety (90) business days, the Order may be terminated in whole or in part by the Non-Defaulting Party, with respect to the uncompleted part of the Order only, by operation of law.

The following cases are considered, without limitation, as a breach of a material obligation of a Party, giving rise to termination

- (i) a delay in the performance of the contractual obligations of more than three (3) months.
- (ii) breach of export control obligations as defined in article 15 (Export Control);
- (iii) breach of any obligation of confidentiality as defined in article 18 (Confidentiality);
- (iv) breach of any intellectual property obligation as defined in article 13 (Intellectual Property Rights);
- (v) any fraudulent act committed within the frame of the Order;
- (vi) Buyer's failure to pay after prior notice in accordance with Article 7 (Payment Terms);
- (vii) violation of the obligations referred to in Article 21 (Anti-corruption and influence peddling).

19.3 In the event of termination, the Customer agrees to compensate Thales for any work performed or costs incurred up to the date of termination including the decommissioning fees. Thales shall submit an invoice detailing the costs associated with the termination which shall be sent to the Customer promptly upon termination. The Customer agrees to make payment for the provisioned Product(s) and/or the costs associated with the termination, within 15 days of receiving the invoice from Thales

19.4 Termination of the Order shall not affect the rights or liabilities of either Party or the effectiveness or continued effectiveness of any provision of the Order which is expressly or by implication intended to take effect or remain in effect on or after the date of termination. Termination shall not prevent or delay payment of any amount due or payable by either Party and shall not affect the right of either Party to arbitration under article 16 (Governing law and venue).

19.5 If the Seller discontinues selling a Product, it shall notify the Buyer as soon as possible, but no later than three months prior to the date of discontinuation. Orders accepted by the Seller prior to the date of notification shall not be affected by the discontinuance. The Seller agrees to keep the Buyer informed within a reasonable time of the introduction on the market of new Products.

20. ASSIGNMENT

Neither the Interim Contract nor its related Purchase Orders, nor any rights or obligations hereunder may be assigned, in whole or in part, by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld), except that Thales may assign the Interim Contract nor its related Purchase Orders to a sister company or an Affiliate, or in connection with the sale of all or a substantial portion of its business. Any other attempted assignment is void.

21. ANTI CORRUPTION & INFLUENCE PEDDLING

The Parties shall always act in accordance with all national, foreign and international laws and regulations applicable to the prevention of risks of corruption and influence peddling.

Whether directly or through third parties, the Parties shall not Interim Contract or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision.

The Parties shall not solicit or accept for itself any Interim Contract, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision.

Each of the Parties declares that it has implemented a compliance program, insofar as it is subject to it.

Any violation by the Parties of any provision of this Article shall be deemed a material breach by it of its contractual obligations, and shall entitle the non-defaulting Party either to suspend the execution of any Purchase Order as long as the breach is not satisfactorily remedied or to terminate the Interim Contract and any related Purchase Order immediately, and this without prejudice to any other remedy to which it may be entitled as per contractual provisions and/or at law

22. POLITICAL EXPOSED PERSON

Each of the Parties hereby represents and warrants that none of its legal representatives is, or has been for the last three years, or will be at any time during the term of this Interim Contract, a Politically-Exposed Person who might, thanks to his/her function or mission, influence the position to be taken by him/herself or the End-Customer within the frame of

the performance of this Interim Contract. In case where, during the term of this Interim Contract, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.

In the meaning of the foregoing provision:

“**legal representative**” means any of the directors and managing officers of either Party, of the company (or companies) controlling that Party and of the ultimate beneficiaries of that Party.

“**Politically Exposed Person**” (or “**PEP**”) means any natural person who is either an “*Initial PEP*” or, by extension, a “*Relative*” to an *Initial PEP*:

1) an *Initial PEP* is a person who **cumulatively** fulfils the following two criteria:

- **on the one hand**, is a “*Public Official*” or a senior official of a state-owned enterprise or publicly-owned company or of a political party, in the Customer’s / End-Customer’s country, who is currently exercising his/her functions or who has held such a position in the last three (3) years;
- **and on the other hand**, this person, by virtue of his/her function or mission (past or current), is able to influence the Customer’s / End-Customer’s final decision regarding the award of a contract or is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.

2) A *Relative* of an *Initial PEP* is any one of the following people:

- parents, brothers and sisters, children of the *Initial PEP*, as well as the spouse(s), recognized partner(s) or companion(s) of these children;
- spouse, recognized partner or companion of the *Initial PEP*, as well as the ascendants and descendants of this spouse, recognized partner or companion of the *Initial PEP*;
- persons closely associated with the *Initial PEP*, that is to say any person who is widely and publicly known to have close links, in particular business links, with the *Initial PEP*, including the beneficial owner of a legal entity, of a legal person or of a legal device held jointly with the *Initial PEP* or known to have been established for the benefit of the *Initial PEP*.

“**Public Official**” means any natural person who **cumulatively** fulfils the following two criteria:

□ **On one hand**, this person:

- holds a legislative mandate or occupies an administrative, military or judicial position in the Customer’s / End-Customer’s country, whether by appointment or by election, on a permanent or temporary basis, with or without remuneration; or
- exercises a public function, as a public official or as a public agent, at any hierarchical level whatsoever, including within a public company or a national or international public body; or
- provides a public service or acts as a public official, depending on the meaning that the law in force in the Customer’s / End-Customer’s country gives to these terms.

□ **And on the other hand**, this person:

- is or appears to be, by virtue of his/her function or mission (past or current), able to influence the Customer’s / End-Customer’s final decision regarding the award of a contract, or
- is able to influence the position to be taken by the Customer or the End-Customer within the frame of the performance of a contract.

23. FINAL PROVISIONS

23.1 Appendices attached hereto, form an integral part of this Interim Contract.

23.2 In the case where Customer asks for special request(s), such as but not limited to, specific packing requirements or new Incoterm for delivery, Thales shall use reasonable efforts to provide appropriate quotation to Customer and the Parties shall mutually agree in writing on the charges for the concerned special request and more generally on all specific conditions concerning such request.

23.3 Nothing herein contained shall be deemed to be construed as creating any exclusive relationship between the Parties.

23.4 If any article, provision, or clause of this Interim Contract is held invalid or unenforceable by any competent jurisdiction, all other articles, provisions, or clauses shall nevertheless remain valid. The Parties shall try to agree on a suitable clause to replace the one which is not valid. The new clause should, as far as possible, achieve the same economic, legal and commercial aims of the invalid one.

23.5 Failure by either Party to exercise or enforce any rights under the Interim Contract or at law shall not be deemed to be a waiver of any such right nor to operate to bar its exercise or enforcement in the future.

ANNEX 1 – DELIVERY CONDITIONS

1. Delivery terms are CPT Customer location airport (INCOTERMS ICC 2020).
2. Delivery Date: The Delivery date shall be the date of actual delivery of the Product to the point indicated above.
3. Documents

Thales supports each lot of Products by the two following sets of documents along with the Products.

 - 3.1 Thales's invoice with the following data;
 - Consignee
 - Number and date of the Purchase Order
 - Terms of delivery
 - Specification of the Products in accordance with the Interim Contract specifying quantity and priceTotal value of the delivered Products of the given invoice with the agreed currency.
 - 3.2 Packing lists with the following date
 - Q-ty of cards
 - Q-ty of boxes
 - Q-ty of cards into 1 box
 - Net weight (with regards to the pallet)
 - Gross weight (with regards to the pallet)
 - Dimensions of pallets, total volume, m3
 - 3.3 Original shipping documents (2 sets) are to be passed to the driver, which pick up the cargo on behalf of the Customer.
 - 3.4 Thales shall inform the Customer within 12 hours after the determination of any disparity between the actual contents of accepted Products and its invoice, and send by fax the invoice in accordance with the contents.
4. Packing

Every precaution shall be taken by Thales to have the Products securely and properly packed to withstand the stage of airfreight and truck transportation and transshipment by cranes and/or other means.
Thales is obliged to draw up a detailed packing list for each package indicating besides the items, their type (model), number of the item in specification, gross and net weight, Agreement number. This packing list is to be passed to the driver according to paragraph 3.1 above.
5. Lead-times
 - First order (see T0 defined below): T0 + 7 weeks (for Regular SIM)
 - First order (see T0 defined below): T0 + 9 weeks (for SMD)
 - Subsequent orders (see T0 defined below)
 - ✓ Standard Delivery: T0 + 6 weeks (for Regular SIM)
 - ✓ Standard Delivery: T0 + 6 weeks (for SMD)
 - These contractual lead-times are subject to the issuance of forecasts by the Customer and the T0 conditions listed in the present terms and conditions and set out, inter alia, in paragraph 6.1 and 6.2 below.
6. Validation of the order: T0
 - 6.1 The T0 is the time when Thales has received all commercial, technical and financial information and approvals necessary to launch the order.
 - 6.2 For the 1st order, the T0 date shall be on the last to occur of the following conditions:
 - receipt of the original purchase order by Thales,
 - receipt of both Artwork and BAP approvals,
 - Customer's approval on the electrical profiles through validation of the test cards
 - receipt of input files, complying with technical Specifications, by Thales.
 - receipt of Customer validation of the packaging (when applicable)
 - 6.3 For subsequent orders (with no change in the technical specifications and/or artwork the T0 date shall be on the last to occur of the following conditions:
 - Receipt of the original order by Thales,
 - Receipt of input files, complying with technical Specifications, by Thales.

In case of any change in the technical specifications and/or artwork(s), the proof approval corresponding to the new artwork or new electrical profile will be required in addition to the above mentioned conditions

ANNEX 2 – ACCEPTANCE PROCESS

ACCEPTANCE PROCESS FOR PRODUCT CONTAINING CARDS FORM FACTOR

1. The objective for the Customer is to implement a quality control on receipt of the Products and to check prior to the distribution of the Products their compliance with the Specifications agreed upon between the Customer and Thales. Anticipating technical issues will thereby avoid potential claims from end-users, after-sales services costs, etc.
2. The acceptance procedure is based on the AQL (Acceptable Quality Levels) concept detailed bellow. AQL represents the maximum percentage of defective products, identified during an inspection, that are considered acceptable. Inspections using AQLs Interim Contract a statistical cost-effective method to ensure that quality expectations are defined and met. AQL inspections are performed on a representative sample of a production run, not on an entire shipment in accordance with statistical standards ISO 2859-1.
3. Acceptable Quality Level (AQL)

This process presents and explains the Thales commitments regarding the guaranteed quality level at incoming inspection at the customer's premises.

This document is applicable to Mobile Communication cards produced by Thales.

3.1 AQL: a road map to zero defect

Every industrial process generates defects. Zero defect is a quest.

A statistical level of defects is defined as Acceptance Quality Level concept. Efforts are made to ensure that the real defect rate is consistently lower than the AQL.

Inspections using AQL's Interim Contract a statistical cost-effective method to ensure that quality expectations are defined and met.

Striving for excellence is to surpass the AQL standard and to keep improving with confidence.

3.2 Inspection and Testing

The inspections made during the various assembly stages of Mobile Communication cards products are performed as follows:

- Incoming inspection
- Online inspection during production
- Quality inspection by sampling method
- Final inspection

All above are made under the responsibility of the Manufacturing Manager with the supervision of Quality department.

Quality inspections are made on a representative sample of a production run and the batch acceptance criteria are AQL (Acceptance Quality Level) based.

The sampling procedures are performed in compliance with the Standard ISO 2859-1.

The control applied is a normal inspection level II associated with the single inspection method.

Quality inspections are divided into 3 major categories Visual, Dimensional and Functional inspections.

Depending on the inspection category the card inspected can be classified as OK if no defect is found or defective. In this case those are going to be divided into 3 defective categories:

- Minor
- Major
- Critical

Critical Defect: highly visible defect or defect that for their positioning can be a redhibitory defect for the card utilisation or be the starting point of a functional defect.

Major Defect: visible defect that does not attack to the card functionality or security.

Minor Defect: defects barely visible that will not have any impact on the card functionality, that will disappear during the personalization operations, or that is classified as minor in the defect catalogue.

Quality Controls Stag	Quality Controls	Sampling Sizes suggested: To be adapted to the process	AQL																									
Final Quality This summarises all the control already done in previous stages And the resultant AQL	Visual <ul style="list-style-type: none">• The aspect is conform to the Defect's Catalogue• The graphics, the text, and the colour, on the front and back side of the cards, comply with the documentation (colour proof)• There is no printing shift• There are no scratch, bubble, delamination, printing defect• There is no glue trace on the module contacts• There are no scratch or marks on the module• The card is plugged• The bar code is in the right position and faultless• The card's ICCID is present and faultless• The module is correctly embedded	<table><tr><th>Lot size</th><th>Qty</th><th>C</th><th>M</th><th>m</th></tr><tr><td></td><td></td><td>A R</td><td>A R</td><td>A R</td></tr><tr><td>1k-3.2k</td><td>200</td><td>1 2</td><td>5 6</td><td>14 15</td></tr><tr><td>3.2K-10k</td><td>200</td><td>1 2</td><td>5 6</td><td>14 15</td></tr><tr><td>10k-35k</td><td>315</td><td>2 3</td><td>7 8</td><td>21 22</td></tr></table>	Lot size	Qty	C	M	m			A R	A R	A R	1k-3.2k	200	1 2	5 6	14 15	3.2K-10k	200	1 2	5 6	14 15	10k-35k	315	2 3	7 8	21 22	C=0.25 M=1 m=4
		Lot size	Qty	C	M	m																						
				A R	A R	A R																						
		1k-3.2k	200	1 2	5 6	14 15																						
		3.2K-10k	200	1 2	5 6	14 15																						
10k-35k	315	2 3	7 8	21 22																								
	Dimensional <ul style="list-style-type: none">• The module is in the correct position• The contact's position is correct in the plug• The dimensions of the cards are correct: length, width, thickness• The card's warpage is within the tolerance	<table><tr><th>Lot size</th><th>Qty</th><th>C</th><th>M</th></tr><tr><td></td><td></td><td>A R</td><td>A R</td></tr><tr><td>1k-3.2k</td><td>200</td><td>1 2</td><td>5 6</td></tr><tr><td>3.2K-10k</td><td>200</td><td>1 2</td><td>5 6</td></tr><tr><td>10k-35k</td><td>315</td><td>2 3</td><td>7 8</td></tr></table>	Lot size	Qty	C	M			A R	A R	1k-3.2k	200	1 2	5 6	3.2K-10k	200	1 2	5 6	10k-35k	315	2 3	7 8	C=0.25 M=1					
Lot size	Qty	C	M																									
		A R	A R																									
1k-3.2k	200	1 2	5 6																									
3.2K-10k	200	1 2	5 6																									
10k-35k	315	2 3	7 8																									
	Functional <ul style="list-style-type: none">• The chip is functional• The electrical personalization and the graphic one are consistent.• The bar code is readable• The reading of the bar code and the electrical personalization are consistent.	<table><tr><th>Lot size</th><th>Qty</th><th>C</th></tr><tr><td></td><td></td><td>A R</td></tr><tr><td>1k-3.2k</td><td>200</td><td>0 1</td></tr><tr><td>3.2K-10k</td><td>200</td><td>0 1</td></tr><tr><td>10k-35k</td><td>200</td><td>0 1</td></tr></table>	Lot size	Qty	C			A R	1k-3.2k	200	0 1	3.2K-10k	200	0 1	10k-35k	200	0 1	C=0.065										
Lot size	Qty	C																										
		A R																										
1k-3.2k	200	0 1																										
3.2K-10k	200	0 1																										
10k-35k	200	0 1																										
	Security <ul style="list-style-type: none">• Duplicate cards, mismatches• Missing cards	Monitored	C=0.04																									
Boxes Packaging	Visual <ul style="list-style-type: none">• The card's ICCID and the labels are consistent	1 st and last per box																										
	<ul style="list-style-type: none">• The packaging shows no damage, no mismatch• The labels and packaging are consistent against the documentation	<table><tr><th>Lot size</th><th>Qty</th><th>C</th><th>M</th><th>m</th></tr><tr><td></td><td></td><td>A R</td><td>A R</td><td>A R</td></tr><tr><td>1k-3.2k</td><td>200</td><td>1 2</td><td>5 6</td><td>14 15</td></tr><tr><td>3.2K-10k</td><td>200</td><td>1 2</td><td>5 6</td><td>14 15</td></tr><tr><td>10k-35k</td><td>315</td><td>2 3</td><td>7 8</td><td>21 22</td></tr></table>	Lot size	Qty	C	M	m			A R	A R	A R	1k-3.2k	200	1 2	5 6	14 15	3.2K-10k	200	1 2	5 6	14 15	10k-35k	315	2 3	7 8	21 22	C=0.25 M=1 m=4
Lot size	Qty	C	M	m																								
		A R	A R	A R																								
1k-3.2k	200	1 2	5 6	14 15																								
3.2K-10k	200	1 2	5 6	14 15																								
10k-35k	315	2 3	7 8	21 22																								
	Quantity Check <ul style="list-style-type: none">• The number of card per box (by counting machine) is correct																											

3.3.Abbreviations & Terms

AQL	Acceptance Quality Level
C	Critical defect
M	Major defect
m	minor defect
A	Accepted (the batch)
R	Rejected (the batch)

3.4 References

ISO 2859-1:	Selection of sampling plan for check by counting.
ISO 10373	Identification cards – test methods
ISO 7810	Identification cards – Physical characteristics
ISO 7816-1	Integrated circuits cards with contacts

3.5 Upon receipt, the Customer shall test the Products in accordance with the AQL during a period of 5 working days. Should the Customer discover defects in the Products and notify them during this period, the Customer shall be authorized to return, at its costs, the alleged defective batch to Thales. Thales shall replace all the proven defective Products and send them back to the Customer according to Thales standard delivery terms.

At the end of this 5-days period, the Products shall be deemed accepted if the Customer has not notified any proven defect.

Thales's obligations of replacement under this ANNEX 2 will apply if the rate of Products rejected for non-compliance with the Specifications is above the AQL standards specified herein.

II ACCEPTANCE PROCESS FOR SMD FORM FACTOR

Customer acknowledges that SMD Products cannot be manipulated and sampled from their packaging as such manipulation could alter the quality of the Product. So to perform acceptance process, Customer shall check that:

- quantity, designation and references mentioned on the product label stuck on the package are compliant with its request, and
- the whole package is dry and compliant with J-STD-033 (JEDEC standard).

ANNEX 3 – FAILURE ANALYSES PROCESS

Applicable to soldered product only

THALES



Thales Embedded Products
Failure Analysis Process

October 2020 V1.0

www.thalesgroup.com

DISCLAIMER

This document is proprietary to Thales. Thales reserves the right to withdraw, modify, or replace the content at any time, without notice.

THE DOCUMENT IS PROVIDED "AS IS", AND THALES MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, OR STATUTORY RELATED TO THE CONTENT OF THIS DOCUMENT OR ITS USE. THALES IS NOT LIABLE FOR ANY INCOMPLETENESS OR INACCURACIES. THALES IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES RELATING TO THE CONTENT OF THIS DOCUMENT OR ITS USE.

THALES ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO: (A) THE VALIDITY OR SCOPE OF ANY INTELLECTUAL PROPERTY THAT MAY BE EMBODIED IN THE PRESENT DOCUMENT; (B) INFRINGEMENT OF ANY PATENT OR COPYRIGHT BY THE PRESENT DOCUMENT OR ITS USE; (C) WHETHER THE PRESENT DOCUMENT MAY BE LEGALLY USED IN ALL COUNTRIES THROUGHOUT THE WORLD.

TO THE EXTENT TRADEMARKS, BRAND AND/OR PRODUCT NAMES APPEAR IN THE PRESENT DOCUMENT, THEY ARE THE SOLE PROPERTY OF THEIR RESPECTIVE OWNERS. ALL RIGHTS RESERVED.

TABLE OF CONTENTS

<u>1</u>	<u>Introduction</u>	4
<u>2</u>	<u>Detailed analysis – Level 1</u>	5
	2.1 <u>Test environment & Elements (Customer’s responsibility)</u>	5
	2.2 <u>Tests performed by Thales</u>	5
	2.3 <u>Thales report analysis</u>	5
<u>3</u>	<u>Intermediate analysis – Level 2</u>	6
	3.1 <u>Test environment & Elements (Customer’s responsibility)</u>	6
	3.2 <u>Tests performed by Thales</u>	6
	3.3 <u>Thales report analysis</u>	6
<u>4</u>	<u>Light analysis – Level 3</u>	7
	4.1 <u>Test environment & Elements (Customer’s responsibility)</u>	7
	4.2 <u>Tests performed by Thales</u>	7
	4.3 <u>Thales report analysis</u>	7
<u>5</u>	<u>Document history</u>	8

1 Introduction

The present Failure Analysis Process shall form an integral part of the Agreement ref XXXX signed on XXX by and between Thales [Name and registered address of Thales Entity] and [Name and registered address of Customer]

This document describes how Thales will manage analysis in case of Failure of the Secure Elements (as hereinafter defined).

For the purpose hereof, failure means a failure of the Secure Element to conform the Specifications (hereinafter defined as "Failure").

"Secure Element" or "SE" shall mean any Thales soldered products (eSE, eSIM, Combo, MIM etc.) independently of the final package (MFF2, WLCSP, etc.).

As for any soldered chip, the complexity to perform an analysis is always higher than with a removable component which can be easily isolated and tested in "standalone" conditions. In any case, the achievable level of analysis is strongly depending on the information and elements which will be made available to Thales by the Customer.

When considering a Failure analysis, the key factor is to ensure that the analysis can be performed while making sure that any action taken to test is not impacting the state of the Secure Element.

Thales Quality team has defined 3 different levels of analysis as well as the associated needs/requirements.

For each level of analysis, the document is describing:

- The requirements related to the SE, the PCB and/or to the device or system in which the SE is embedded (hereinafter referred to as "Device") as well as the requirements that shall be complied with by the Customer.
- The tests to be performed by Thales
- The output/report obtained after Failure test and analysis

SE, Printed Circuit Board ("PCB") and/or Device can be damaged during the test analysis level 1, 2 or 3, performed by Thales. Customer hereby acknowledges and agrees that Thales shall not be liable and expressly disclaim any and all liability for damages caused to the SE, PCB and/or Devices during the test analysis.

Thales shall not be held liable for Recall Costs and Associated Replacement Costs and Expenses.

"Recall Costs and Associated Replacement Costs and Expenses" shall mean costs and expenses associated with repair or replacement of SE and relating to but not limited to the removal of a defective SE, Customer support, calling center, channel support, SE return (i.e., return of the SE on a standalone basis, the vehicles or product, system, Device into which the SE is installed), workmanship to remove and reinstall the SE, shipping and handling, scrapping, sales channel commissions.).

Thales shall not be liable and expressly disclaim any and all liability, should the quality and/or integrity of the SE, returned by the Customer and/or the information provided by the Customer, does not allow Thales to perform the tests and analysis level 1, 2 or 3 and/or identify the origin of the initial root cause.

Any handling, including but not limited to storage, soldering or unsoldering, shipment of the Secure Element, PCB and/or Device (hereinafter the "Handling Conditions") shall be performed at Customer's own risks, and Thales shall not be liable and expressly disclaim any and all liability for any damage that could arise or be connected, to Handling Conditions of the Secure Element, PCB and/or Device by Customer, by any other third-party or by Thales.

2 Detailed analysis – Level 1

This level is the most complete analysis level that Thales can provide to Customer

Test environment & Elements (Customer's responsibility)

In order to perform a complete level 1 test and analysis, all the following conditions shall be met:

- Customer shall thoroughly describe in writing the conditions under which the Failure has arisen and context of the Failure
- Customer shall send to Thales the PCB with the soldered SE. If the SE is soldered on a daughter board; only the daughter board is necessary for the analysis.
- Thales shall have full access to the SE (e.g. no shielding preventing an access to the SE)
- Test points to use the SE pads shall be accessible.
- There shall be the possibility to isolate the SE pads from other components (for example, the possibility to cut copper tracks between chips and other components)
- The quality and integrity of the Secure Element shall allow Thales to perform the test and analysis level 1.

The above conditions are required to enable Thales to perform the test and analysis without unsoldering the SE. Should Thales need to unsolder the SE, Level 3 test and analysis shall apply.

Tests performed by Thales

If all of the above conditions are met to Thales' reasonable opinion, Thales will be able to perform the following tests:

- Visual test using Microscope and/or X-Ray
- Parametrical tests
- Current measurement
- Electrical analysis of signals
- Functional tests, including OS code analysis by R&D in case the issue might be related to software

If needed, Thales will also request a hardware analysis from Thales' Silicon supplier

Thales report analysis

Based on the above tests results, Thales may provide at its own option (according to the context and analysis):

- A first analysis report (D3 or 8D report) within 1 week
- A weekly follow up of the ongoing analysis
- A final 8D analysis report with corrective action if needed

3 Intermediate analysis – Level 2

If the prerequisites to perform tests and analysis level 1, set forth in article 3.1 above, are not met, Analysis Level 2 shall be performed to the extent that the criteria set forth in article 4.1 can be met.

Upon reception, Thales will handle the SE sample according to JEDEC standards recommendations.

Test environment & Elements (Customer's responsibility)

In order to perform a complete level 2 test and analysis, all the following conditions shall be met:

- Customer shall thoroughly describe in writing the conditions under which the Failure has arisen Failure
- SE shall be unsoldered from the PCB by the Customer and sent to Thales.
- The quality and integrity of the returned unsoldered Secure Element shall allow Thales to perform the test and analysis level 2.

Tests performed by Thales

If all of the above conditions are met to Thales' reasonable opinion, Thales will be able to perform the following tests:

- Visual test using Microscope and/or X-Ray
- Parametrical tests
- Current measurement
- Electrical analysis of signals
- Functional tests, including OS code analysis by R&D in case the issue might be related to software

If needed, Thales will also request a hardware analysis from our Silicon supplier

Thales report analysis

Based on the above tests results, Thales could provide (according to the context and analysis):

- A first analysis report (D3 of 8D report) within 1 week
- A weekly follow up of the ongoing analysis
- A final 8D analysis report with corrective action if needed

4 Light analysis – Level 3

If the prerequisites to perform tests and analysis level 1 and level 2 cannot be met, Analysis Level 3 shall be performed to the extent that the criteria set forth in article 5.1 can be met.

This level is the lighter analysis level that Thales can provide.

Upon reception, Thales will handle the SE sample according to JEDEC standards recommendations.

Test environment & Elements (Customer's responsibility)

In order to perform a complete level 3 test and analysis, all the following conditions shall be met:

- Customer shall thoroughly describe in writing the conditions under which the Failure has arisen
- Device with the SE soldered in the PCB shall be sent to Thales.
- PCB Gerber and/or electrical diagram related to the SE (no need of the complete device diagram) shall be sent to Thales
- Log files of commands exchanged between the device and the SE at the lower possible layer (e.g. modem trace of APDU commands compare to Android logcat) shall be sent to Thales.

Tests performed by Thales

If all of the above conditions are met to Thales' reasonable opinion, Thales can analyze the log files provided by the Customer with the support of expert teams and try to reproduce the defect on a standalone component.

With the Customer's agreement, Thales can try to unsolder the SE from the PCB but this operation could create irreversible damage which could prevent Thales to obtain any analysis result and/or induce false analysis results.

Thales report analysis

Based on the above tests results, Thales could provide (according to the context and analysis):

- A first feedback within 1 week
- A weekly follow up of the ongoing analysis
- If possible and according to the technical investigation, a final 8D analysis report with corrective action if needed

5 Document history

REVISION	DATE	DESCRIPTION
1.00	12-06-2020	Initial release

Thales DIS France SAS

By _____

Signature

Customer

By _____

Signature

Authorized Representative Name

Authorized Representative Name

ANNEX 4 – DATA TRANSFER

1. Exchange protocol: is in charge to protect data during their transit from and to customer premises to and from the Thales' system. The main objective of exchange protocol is to ensure the authentication of the parties, the confidentiality and the integrity of the transfer.

Thales Secure File Transfer (TSFT) solution using secured protocols (no email) is mandated

2. File Encryption: is used to protect data during their transit from Thales Secure File Transfer (TSFT) platform to the Thales' system. Recommended file encryption is based on OpenPGP standards. On top of the PGP file encryption data is transiting in a secure tunnel according to paragraph 1 above.

Recommendation: PGP encryption with:

- AES - 128 bits or higher for symmetric part configuration
 - $\text{RSA} \geq 3072$ bits for asymmetric part configuration (key transportation)
3. Record Encryption: in case record encryption is available as specified by Thales or customer, on a case-by-case basis, it is needed to protect data until it reaches a secure safe (database or the HSM of the recipient application).

Recommendation: AES - 128 bits or higher

ANNEX 5 – THALES INFORMATION NOTICE

Indirect Collection, Legitimate Interest & Data Transfers outside the EEA

The protection of your personal data is of high importance to THALES. Therefore, THALES takes all reasonable care to ensure that your personal data is processed safely, in accordance with applicable legislation.

In this respect, THALES has adopted Binding Corporate Rules (the “BCR”). The BCR constitute the THALES Group's global policy on the protection of personal data, defining the principles and procedures that THALES undertakes to respect. You can consult them by clicking: <https://www.thalesgroup.com/en/Binding-corporate-rules>.

In the context of the business relationship between THALES and Customer, THALES acting as data controller will process your contact details and professional information obtained from Customer.

This data is used for contract management.

Please note that, to carry out the processing activities specified therein, THALES relies on its legitimate interest.

For the abovementioned purposes, your personal data will be kept during the period of the Agreement.

In the context of such processing, the recipients of all or part of your personal data will be the personnel of THALES and other entities of its group in charge of the administration, supervision and management of THALES information systems, as well as some personnel of third parties which provide services to THALES, in particular hosting and maintenance services of its information systems, all such recipients being located within or outside the European Economic Area.

If the Thales entity which is data controller is established in the EEA and transfers the data outside the EEA:

When THALES transfers your personal data outside the EEA to a recipient established in a third country that has not been recognized as offering an adequate level of protection by an adequacy decision of the European Commission, THALES undertakes to implement appropriate safeguards beforehand:

- If the transfer is made to another THALES entity, it is governed by the BCR adopted by THALES, which you can consult by clicking <https://www.thalesgroup.com/en/Binding-corporate-rules>.
- If the transfer is made to a third party, it is governed by the Standard Contractual Clauses (SCC) of the European Union adopted by the European Commission or by any other appropriate guarantee, in accordance with the applicable legislation on the protection of personal data. You may obtain a copy of the SCCs signed by THALES with the third party concerned by sending your request to the e-mail address mentioned below.

If the Thales entity which is data controller is established in the UK and transfers the data outside the UK:

When transfers your personal data outside the UK to a recipient established in a third country that has not been recognized as offering an adequate level of protection by an adequacy decision of the UK government, THALES undertakes to implement appropriate safeguards beforehand:

If the transfer is made to another THALES entity, it is governed by the BCR adopted by THALES, which you can consult by clicking <https://www.thalesgroup.com/en/Binding-corporate-rules>.

If the transfer is made to a third party, it is governed by the International Data Transfer Agreement (IDTA) or the International Data Transfer Addendum to the Standard Contractual Clauses of the European Union issued by the Information Commissioner's Office.

Please note that you have the right to access your personal data and to request that your personal data be rectified or deleted. You are also entitled to object to the processing of your personal data or to request restriction thereof.

In case of any request or complaint, please send an email mcsdataprivacy@thalesgroup.com. You can also contact our Data Protection Officer by sending an email to the following address: dataprotection@thalesgroup.com

In any case, you also have the right to lodge a complain.

ANNEX 6 – GOVERNING LAW AND JURISDICTION

Country	Contracting Thales Entity	Governing Law	Place of Arbitration
Argentina	Thales Argentina SA	Argentina	Buenos Aires - Argentina
Australia	Thales DIS Australia Pty Ltd	State of New South Wales - Australia	Sydney - Australia
Brazil	Thales DIS Brasil Cartões E Soluções Tecnológicas LTDA	Brazil	Sao Paulo - Brazil
Canada	Thales DIS canada, inc	Province of Ontario - Canada	Toronto - Ontario
China	Thales DIS (Shanghai) co, ltd	People's Republic of China	Shangai - China
Colombia	Thales Colombia SA	Colombia	Bogota - Colombia
Denmark	Thales DIS Danmark A/S	Denmark	Copenhagen - Denmark
Finland	Thales DIS Finland OY	Finland	Helsinki Finland
France	Thales DIS France SAS	France	Paris - France
Germany	Thales DIS Deutschland GMBH	Germany	Munich - Germany
Hong Kong	Thales DIS Hong Kong Limited	Hong Kong Special Administrative Region	Hong Kong
India	Thales DIS India Private Limited	India	Delhi - India
Indonesia	PT Thales DIS Indonesia	Indonesia	Singapore
Italy	Thales DIS Italia S.P.A	Italy	Milan - Italy
Japan	Thales DIS Japan KK	Japan	Tokyo - Japan
KSA	Gemalto Arabia LTD	KSA	Riyadh - KSA
Malaysia	Thales DIS (Malaysia) SDN BHD	Malaysia	Singapore
Mexico	Thales DIS Mexico SA de CV	Mexico	Mexico City - Mexico
Netherlands	Gemalto BV	The Netherlands	Amsterdam - the Netherlands
New Zealand	Gemalto (NZ) Limited	New Zealand	Auckland - New Zealand
Norway	Thales DIS Norge AS	Norway	Oslo - Norway
Poland	Thales DIS Polska SP. Z.O.O	Poland	Warsaw - Poland
Singapore	Thales DIS (Singapore) PTE LTD	Singapore	Singapore
South Africa	Gemalto Souhtern Africa PTY LTD	South Africa	Johanesburg - South Africa
Spain	Thales DIS Espana Spain SA	Spain	Madrid - Spain
Sweden	Thales DIS Sweden AB	Sweden	Stockholm - Sweden
Switzerland	Thales DIS Schweiz AG	Switzerland	Aarau - Switzerland
Thailand	Thales DIS (Thailand) LTD	Thailand	Singapore
UAE	Thales DIS Middle East FZ LLC	UAE	Dubai - UAE
UAE	Gemalto General Trading LLC	UAE	Dubai - UAE
UK	Thales DIS Uk Limited	England	London - England
USA	Thales DIS Usa, Inc	State of New York - USA	New York - USA