

**Application for FeliCa Reader/Writer RF  
Performance Certification**

**Version 1.44  
December 15, 2017**

**FeliCa Certification Section  
Quality management Department  
FeliCa Business Division  
Sony Imaging Products & Solutions Inc.**

## Application for FeliCa Reader/Writer RF Performance Certification Ver.1.44

### Revision History

Version No.	Date issued	Description of Revisions
1.0	April 16, 2013	First edition
1.1	May 21, 2013	According to the change of Specification.
1.2	November 1, 2013	Termination of Registration of the Product for Interoperability Test
1.21	May 1, 2014	Address of Certification Body is changed.
1.22	June 1, 2014	The contact for the followings is changed from the Certification Body to the Certification Laboratory. <ul style="list-style-type: none"> <li>• Application Form</li> <li>• Addition of Product Models</li> <li>• Certified-Product Listing on Sony's Website</li> <li>• Notification of the Test Results</li> <li>• Contact for any questions</li> </ul>
1.23	September 1, 2014	Allion Japan Inc. is added to the Certification Laboratory of the followings. <ul style="list-style-type: none"> <li>• Application</li> <li>• Application Form</li> <li>• Addition of Product Models</li> <li>• Certified-Product Listing on Sony's Website</li> </ul>
1.3	November 1, 2014	According to the change of Specification.
1.4	March 1, 2015	According to the change of Specification.
1.41	March 1, 2016	<ul style="list-style-type: none"> <li>• Name of the Certification Body is changed</li> <li>• According to the change of language and translation of Attachment D into English.</li> </ul>
1.42	November 1, 2016	According to the change of Specification.
1.43	June 1, 2017	<ul style="list-style-type: none"> <li>• Name of Certification Body is changed from Sony Corporation to Sony Imaging Products &amp; Solutions Inc.</li> <li>• Name of Certification Laboratory is changed from Sony EMCS Corporation to Sony Global Manufacturing &amp; Operations Corporation</li> <li>• Attachment A, B, C and D is changed.</li> </ul>
1.44	December 15, 2017	According to the change of Specification.

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## Preface

This document outlines the application procedure for the FeliCa reader/writer RF performance certification test (abbreviated to *certification test* hereafter) that is conducted for FeliCa-capable reader/writers.

## 1. Application

When you apply for the reader/writer RF performance certification test, please note the following information.

### 1.1. Application Details

#### Application deadline

At least four weeks before your desired certification test date (product samples must be submitted at the same time)

#### Materials to be submitted

- *Application Form for FeliCa Reader/Writer RF Performance Certification* (See Attachment A.)
  - \* Apply to the Certification Laboratory
  
- Test samples: Three units of the product to be tested (one maximum-frequency sample, one standard-frequency sample, and one minimum-frequency sample)
  - The manual for the product (including the cable connection method)
  - Communication performance evaluation software( including its manual)
  - Accessories, if any, for each unit
  - \* Submit to the Certification Laboratory

Note: Of all the manufactured units of the product being tested, the maximum-frequency sample must be the sample of the product that has minimally the highest resonance frequency value, the minimum-frequency sample must be the sample of the product that has the lowest resonance frequency value, and the standard-frequency sample must be the sample of the product that has a resonance frequency value between the highest resonance frequency value and the lowest resonance frequency value.

- *Digital protocol requirements check sheet*
  - \* Submit to the Certification Laboratory

Note: All the samples to be submitted shall meet all the criteria stipulated in FeliCa Reader/Writer Digital Protocol Requirements Specification, which is a prerequisite for the certification test.

#### Certification Body

Sony Imaging Products & Solutions Inc. (Sony IP&S)  
FeliCa Certification Section  
Quality Management Department  
FeliCa Business Division

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## Certification Laboratory (Subcontract Laboratory of Sony IP&S)

Sony Global Manufacturing & Operations Corporation  
Certification Test Team  
Quality Assurance Department 1 (for Japanese applicant)

8-4 Shiomi  
Kisarazu-shi  
Chiba Prefecture

Phone: +81-438-37-2404 (Japanese language only)  
E-mail: emcs-felica-kentei@jp.sony.com

Allion Japan Inc.  
FeliCa Certification Test Team  
Sales Department (for overseas applicant)

1F/12F 3-20-14 Higashi-Gotanda  
Shinagawa-ku  
Tokyo

Phone: +81-3-5488-7368  
E-mail: fel@allion.co.jp

### Test fee

The test fee differs depending on the application class.

M class: 800,000 yen (excluding tax)  
S class: 500,000 yen (excluding tax)

If you have any questions, please contact the Certification Laboratory.

If you wish to retake the certification test on another sample of the same product, please submit a new certification test application.

## 1.2. Certification Test Start Date

After the application for the certification test is received, the Certification Laboratory will notify the applicant within three business days of the day the test is to start.

## 1.3. Test Period

If the test samples and other required materials are adequate and all measurement results meet pass-level requirements, the certification test will take the following days, excluding the day on which the test samples are received.

- M class: 15 business days

- S class: 10 business day

## 1.4. Notification of the Test Results

If the Certification Laboratory determines that any test results are below pass-level requirements, the Certification Laboratory will immediately report the test results to the applicant. The return of the test sample to the applicant and its modification by the applicant are allowed only once for a submitted application.

Regardless of the test results, the Certification Laboratory will email the *Certification Test Results Report* to the applicant within three business days following the last day of the test period.

For products that have passed the certification test, the Certification Laboratory will email the *FeliCa Reader/Writer RF Performance Certificate* issued by Certification Body to the applicant about the seventh day following the last day of the test period.

## 1.5. Handling of Test Data and Submitted Product Samples

The Certification Body and Certification Laboratory will handle the test data and information that it obtains as a result of certification testing in accordance with the provisions of the *FeliCa Reader/Writer RF Performance Certification Test Agreement*.

The Certification Laboratory will return the product samples submitted for testing to the applicant within seven business days following the last day of the test period.

## 1.6. Addition of Product Models

A manufacturer that adds a new product model to a product series whose models have already passed the certification test does not need to submit the new model for this test if (1) no modifications that might affect FeliCa RF communication performance have been made to the products since passed the test and (2) the manufacturer can guarantee that the new model has the same communication performance as the products that passed the test. If these conditions are met, the manufacturer need only submit a *Notice of Added Product Model* form (see *Attachment B*) to add the new model.

### **Where to submit the *Notice of Added Product Model* form**

Certification Laboratory

### **Application fee**

There is no application fee for adding product models.

## **1.7. Certified-Product Listing on “FeliCa Interoperability Technology Information Site”**

If you want your product to be listed as a certified product on our website after passing the certification test, submit the *Application Form for Certified-Product Listing on “FeliCa Interoperability Technology Information Site”* (Attachment C).

**Where to submit the *Application Form for Certified-Product Listing on “FeliCa Interoperability Technology Information Site”* Website**

Certification Laboratory

### **Listing fee**

There is no fee for listing your product on our website.

## 2. Attachment A: Application Form for FeliCa Reader/Writer RF Performance Certification

### Application Form for FeliCa Reader/Writer RF Performance Certification

The company indicated below applies for the FeliCa reader/writer RF performance certification test. The company agrees to The Terms and Conditions for FeliCa Reader/Writer RF Performance Certification Test attached to this document.

Date of application: \_\_\_\_\_

#### Applicant information

##### Company name

\_\_\_\_\_

##### Applicant

Applicant name: \_\_\_\_\_ Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

##### Authorization

Authorized by: \_\_\_\_\_ Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

##### Application Class

M Class     S Class

##### Description of the product submitted for testing

Model: \_\_\_\_\_

##### Information regarding the measurement center point and antenna installation

Please indicate the following items in a drawing or photo.

- (1) Measurement center point: Numerically describe the location of the center point in relation to the outer edges of the test sample. (Also, clearly mark the center point on the actual test sample.)
- (2) 0-degree direction: Clearly indicate the 0-degree direction and  $\pm X$ -axis and  $\pm Y$ -axis directions of the test sample by arrows.

Remarks: \_\_\_\_\_



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### Desired certification test period:

Planned product submission date: \_\_\_\_\_ Desired test end date: \_\_\_\_\_

### Where to submit the application form

#### Certification Laboratory (Subcontract Laboratory of Sony IP&S / Please choose one of them)

- Sony Global Manufacturing & Operations Corporation  
Certification Test Team  
Quality Assurance Department 1 (for Japanese applicant)

8-4 Shiomi  
Kisarazu-shi  
Chiba Prefecture

Phone: +81-438-37-2404 (Japanese language only)  
E-mail: emcs-felica-kentei@jp.sony.com

- Allion Japan Inc.  
FeliCa Certification Test Team  
Sales Department (for overseas applicant)

1F/12F 3-20-14 Higashi-Gotanda  
Shinagawa-ku  
Tokyo

Phone; +81-3-5488-7368  
E-mail: fel@allion.co.jp

### 3. Attachment B: Notice of Added Product Model

#### Notice of Added Product Model for FeliCa Reader/Writer RF Performance Certification

The company indicated below applies for the addition of the new product model indicated below to the product series that has already obtained FeliCa reader/writer RF performance certification. The company guarantees that the new product model has the same communication performance as the product that has already obtained said certification and that it meets FeliCa Reader/Writer Digital Protocol Requirements Specification.

Date of application: \_\_\_\_\_

#### Applicant information

Company name

\_\_\_\_\_

#### Applicant

Applicant name: \_\_\_\_\_ Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### Authorization

Authorized by: \_\_\_\_\_ Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

#### Information regarding the product that has already obtained performance certification

Model: \_\_\_\_\_

Certification number: \_\_\_\_\_

Remarks: \_\_\_\_\_

#### Information regarding the product model to be added

Model: \_\_\_\_\_

Remarks: \_\_\_\_\_

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### Where to submit the application form

#### Certification Laboratory (Subcontract Laboratory of Sony IP&S / Please choose one of them)

- Sony Global Manufacturing & Operations Corporation  
Certification Test Team  
Quality Assurance Department 1 (for Japanese applicant)

E-mail: emcs-felica-kentei@jp.sony.com

- Allion Japan Inc.  
FeliCa Certification Test Team  
Sales Department (for overseas applicant)

E-mail: fel@allion.co.jp

## 4. Attachment C: Application Form for Certified-Product Listing on “FeliCa Interoperability Technology Information Site”

### Application Form for Certified-Product Listing on “FeliCa Interoperability Technology Information Site” for FeliCa Reader/Writer RF Performance Certification

Date of application: \_\_\_\_\_

#### Applicant information

Company name  
\_\_\_\_\_

#### Applicant

Applicant name: \_\_\_\_\_ Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### Authorization

Authorized by: \_\_\_\_\_ Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

#### Information regarding the product that will be added on the list

Model to be added on the list: \_\_\_\_\_

Model Type:  Certified Product  Added Product [Certified Product Model: \_\_\_\_\_]

Certification number: \_\_\_\_\_

Desired date of listing: \_\_\_\_\_

Remarks: \_\_\_\_\_

#### Where to submit the application form

##### Certification Laboratory (Subcontract Laboratory of Sony IP&S / Please choose one of them)

- Sony Global Manufacturing & Operations Corporation  
Certification Test Team  
Quality Assurance Department 1 (for Japanese Applicant)

E-mail: emcs-felica-kentei@jp.sony.com

- Allion Japan Inc.  
FeliCa Certification Test Team  
Sales Department (For Overseas Applicant)

E-mail: fel@allion.co.jp

## 5. Attachment D: Terms and Conditions

### **Terms and Conditions for FeliCa Reader/Writer RF Performance Certification**

The following terms and conditions (the “Terms and Conditions”) apply with respect to the FeliCa Reader/Writer RF Performance Certification Test of your Product (hereinafter defined) conducted by Sony Imaging Products & Solutions Inc. (“Sony”). The Terms and Conditions apply to individual applications for the FeliCa Reader/Writer RF Performance Certification Test submitted on the Application for FeliCa Reader/Writer RF Performance Certification to which these Terms and Conditions are attached. These Terms and Conditions become an agreement with respect to the FeliCa Reader/Writer RF Performance Certification Test (the “Agreement”) between you and Sony upon Sony’s acceptance of your application for the FeliCa Reader/Writer RF Performance Certification Test submitted in accordance with Section 2.01 hereof.

#### **ARTICLE I. DEFINITIONS**

The following terms as used in these Terms and Conditions shall have the meanings set forth below.

- (1) “Product” shall mean a Reader/Writer product which meets technical standard and/or requirements called “FeliCa”.
- (2) “FeliCa Reader/ Writer RF Performance Certification Test” or “Test” shall mean the certification test conducted by Sony to determine whether a Product manufactured by you meets the standards and/or requirements (the “Certification Standards”) for Reader/Writer set forth in the Reader/Writer RF Certification Test Specification (“Certification Specification”).

#### **ARTICLE II. CERTIFICATION TEST**

2.01 An application for the FeliCa Reader/Writer RF Performance Certification Test shall be made for each model of your Product, in accordance with the provisions of the Certification Specification, by filling out the Application for FeliCa Reader/Writer RF Performance Certification to which these Terms and Conditions are attached. Your application is deemed to be accepted unless it is rejected by Sony with reasonable cause within five (5) business days (of Sony in Japan) from the date of submission of your application.

2.02 You must submit three (3) samples of your Product (one sample of the Product that has minimally the highest resonance frequency value, one sample of the Product that has the lowest resonance frequency value, one sample of the product that has a resonance frequency value between the highest resonance frequency value and the lowest resonance frequency value, together with all of necessary accessories) and Communication Performance Measurement Software (which meets the requirements set forth in the Certification Specification). After the completion of the FeliCa Reader/Writer RF Performance Certification Test, Sony will return such samples and software to you. Sony shall not be responsible for any damages to the samples in connection with the FeliCa Reader/Writer RF Performance Certification Test of the Products performed by Sony.

2.03 Sony will, after the Agreement becomes effective and Sony receives the samples and Communication Performance Measurement Software set forth in Section 2.02 above, promptly conduct the FeliCa Reader/Writer RF Performance Certification Test in accordance with the

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Certification Specification and notify you the results thereof. Upon passing of the FeliCa Reader/Writer RF Performance Certification Test, Sony will issue a pass certificate (the “Pass Certificate”) with respect to the specific model of the Product for which the samples were provided.

2.04 If (i) you request to add a new Product model which has not yet passed the Test but has the same communication performance under the same measurement conditions as the Product which has passed the Test to a Product series whose models have already passed the Test, by the form separately designated by Sony, and (ii) Sony approves such request by the form separately designated by Sony, then such a new Product model is deemed to have passed the Test without being Tested, provided that you warrant such sameness of the communication performance thereto.

2.05 The Pass Certificate shall be valid for ten (10) years from the date of issuance (the “Term”), unless invalidated by Sony pursuant to these Terms and Conditions. The Term will be indicated on the Pass Certificate. Provided that the Term of the Pass Certificate for a new Product model which has been added in as set forth the Section 2.04 (without being Tested) shall be the same period as the Term of the model of Products which has actually passed the Test.

### ARTICLE III. EFFECT OF THE PASS CERTIFICATE

3.01 During the Term of the Pass Certificate, you may publicly announce or indicate that the applicable model of the Product has passed the FeliCa Reader/Writer RF Performance Certification Test. Such announcement or indication must include the name of the certification test, the version of the Certification Specification and the applicable model name of the Product, all exactly as set forth on the Pass Certificate.

3.02 Sony reserves the right to cancel the rights granted to you under Section 3.01 immediately if you fail to comply with the requirements set forth in Section 3.01.

3.03 In response to your request in writing, Sony will list on its Web site your name along with the model name and other information of your Product that has passed the FeliCa Reader/Writer RF Performance Certification Test.

3.04 Your announcement or indication permitted under Section 3.01 shall be made with respect to the exactly the same model of the Product that has passed FeliCa Reader/Writer RF Performance Certification Test.

3.05 Upon expiration or termination of the Term of the Pass Certificate, you will no longer have the rights granted to you under Section 3.01.

### ARTICLE IV. EXTENSION OF TERM

4.01 You may apply to extend the Term of the Pass Certificate by submitting to Sony the required data for the Product separately designated by Sony at least thirty (30) days prior to the expiration date of the Term of the Pass Certificate. Sony will evaluate the submitted data and will notify you the results thereof. If the submitted data meets the Certification Standards, and unless any of the events set forth in Section 6.02 has occurred, Sony will issue a Pass Certificate whose Term is extended for another five (5) years. Thereafter, the Term may be re-extended in accordance with this Section 4.01.

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4.02 If the data submitted pursuant to Section 4.01 does not meet the Certification Standards, you are no longer entitled to extend the Term of the Pass Certificate. Instead, you must re-apply for FeliCa Reader/Writer RF Performance Certification Test in accordance with the provisions of Sections 2.01 through 2.04.

### ARTICLE V. FEES

5.01 In consideration for the completion of the FeliCa Reader/Writer RF Performance Certification Test, you shall pay to Sony the fees in the amount of (a) eight hundred thousand (800,000) Japanese Yen in case you choose the M class in Certification Specification and (b) five hundred thousand (500,000) Japanese Yen in case you choose S class in Certification Specification (not including any applicable taxes respectively). The payment of the fees and any applicable taxes shall be made to Sony in Japanese Yen by means of wire transfer remittance into a bank account designated by Sony, at least one (1) week prior to the estimated date of sample submission as designated by you in the Application for FeliCa Reader/Writer RF Performance Certification. Sony may withhold performance as set forth in Section 2.03 until receipt of such payment.

5.02 The fees for the extension of the Term of the Pass Certificate pursuant to Section 4.01 shall be fifty thousand (50,000) Japanese Yen (not including any applicable taxes). The payment of the fees and any applicable taxes shall be paid to Sony in Japanese Yen by wire transfer remittance into a bank account designated by Sony, within one (1) week after you have submitted to Sony the required data for the Product pursuant to Section 4.01. Sony may withhold performance as set forth in Section 4.01 until its receipt of such payment.

5.03 The fees paid to Sony hereunder are non-refundable.

### ARTICLE VI. CHANGES AND INVALIDATION

6.01 The Pass Certificate is valid only with respect to the Product model that is identical to the sample Product model that passed the FeliCa Reader/Writer RF Performance Certification Test. To obtain the Pass Certificate for any other Product model, you must separately apply for and pass the FeliCa Reader/Writer RF Performance Certification Test with respect to such other Product model.

6.02 If you make modifications to the Product, such modified Product is not deemed to be passed the Test and the Pass Certificate is no longer valid for such modified Product even if the model of the Product is the same as the Product which has passed the Test and you need to apply for the Test for such modified Product. Notwithstanding above, if (i) you notify Sony of such modification in the form separately designated by Sony and (ii) Sony, at its sole discretion, determined and approved that such modification does not affect the RF communication performance, and (iii) you warrant the same communication performance under the same measurement conditions as the Product without such modification, then you do not need re-apply for the Test despite of the modification to the Product.

6.03 The Certification Standards may be amended or updated by Japan Electronic-money Promotion Association from time to time in part or in whole. In such event, Sony will update the version number of the Certification Specification, and you may, at your option, apply for the FeliCa Reader/Writer RF Performance Certification Test under the updated Certification Specification in order to obtain a Pass Certificate under the updated Certification Specification. However, any amendment or the update to the Certification Standards will not affect the validity of any Pass Certificate issued under previous version(s) of the Certification Specification.

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6.04 If Sony finds that, as to any Product that has passed the FeliCa Reader/Writer RF Performance Certification Test, such Product made available in the market does not meet the Certification Standards applied at the time of the issuance of the relevant Pass Certificate, Sony may, at its option, invalidate such Pass Certificate.

6.05 Sony may reject any request for extension of the Term of the Pass Certificate pursuant to Section 4.01 if it has determined to terminate the offering of the FeliCa Reader/Writer RF Performance Certification Test.

6.06 If you make any public announcement or indication with respect to your Product pursuant to Section 3.01 (i) without having re-applied or passed the FeliCa Reader/Writer RF Performance Certification Test even though you have made one or more modifications to your Product that require re-application for the FeliCa Reader/Writer RF Performance Certification Test pursuant to Section 6.01, (ii) without notifying Sony of modification to the Product or without receiving Sony's approval pursuant to Section 6.02 or (iii) under any updated version of the Certification Specification when you have not passed the FeliCa Reader/Writer RF Performance Certification Test under such updated version of the Certification Specification, Sony may, at its option, immediately invalidate the relevant Pass Certificate.

### **ARTICLE VII. CONFIDENTIALITY**

7.01 You and Sony (each, a "Party" and collectively, the "Parties") shall each maintain as confidential and shall not disclose to any third party any technical, business or other proprietary information of the other Party disclosed during the course of the FeliCa Reader/Writer RF Performance Certification Test (the "Confidential Information") without the prior written consent of such other Party, for three (3) years after such disclosure. Further, Sony will not use your Confidential Information for any purpose other than the purposes contemplated under these Terms and Conditions.

7.02 Notwithstanding the provisions of Section 7.01, such restrictions shall not apply to any portion of the Confidential Information which a Party can prove:

- (a) was part of the public domain at the time of disclosure;
- (b) was previously known to the receiving Party at the time of disclosure;
- (c) subsequently becomes part of the public domain through no fault of the receiving Party or its employees; or
- (d) is rightfully obtained by the receiving Party from a third party source without any restriction on disclosure or use; or
- (e) is independently ascertainable or developed by the receiving Party who have not had access to the Confidential Information.

7.03 Notwithstanding the provisions of 7.01 and 7.02, Sony may disclose the information regarding the Product that has already passed the FeliCa Reader/Writer RF Performance Certification Test, i.e. your corporate name, product number, certification number, and the date and the class that your Product has passed, to Japan Electronic-money Promotion Association.

### **ARTICLE VIII. WARRANTIES AND LIMITATION OF LIABILITY**

8.01 SONY MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSLY OR BY



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IMPLICATION, STATUTORY OR OTHERWISE, IN CONNECTION WITH PASSING OF THE READER/WRITER RF CERTIFICATE PERFORMANCE TEST, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES OF QUALITY, FUNCTIONALITY, PERFORMANCE, SAFETY, UTILITY MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OF YOUR PRODUCT.

8.02 IN NO EVENT SHALL SONY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES WHATSOEVER UNDER ANY CIRCUMSTANCES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) THAT ARISE IN CONNECTION WITH THE PRODUCTS THAT HAVE PASSED THE READER/WRITER RF CERTIFICATE PERFORMANCE TEST, EVEN IF SONY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### ARTICLE IX. EXCLUSION OF UNSOCIAL SYNDICATE

9.01 Each of you and Sony represents to the other Party that at the time of the conclusion of this Agreement, the Party, its directors and corporate executive officers are not Antisocial Forces and warrants that they are not Antisocial Forces during the terms of this Agreement. Antisocial Forces hereinafter means that organized gangster crime groups defined in the section 2.02 of Act on Prevention of Unjust Acts by Organized Crime Group Members (“Act”) and organized gangster crime groups members defined in the section 2.06 of the Act, any crime syndicates or gangs, a quasi-member of any crime syndicates or gangs, individuals for whom left an organized gangster crime group within the past 5 years have not yet elapsed since leaving any crime syndicate or gang, quasi-members of any organized gangster crime groups (“boryokudan junkose-in”), an enterprises affiliated with organized gangster crime groups (“boryokudan kankei kigyo”) a crime syndicates or gangs. Corporate extortionists (“sokai-ya”) corporate swindler acting groups engaging in criminal activities under the pretext of conducting social movements or political activities (“shakai undou hyoubou goro”, “seiji katsudou hyoubou goro”), groups of individuals specialized in intellectual crimes (“tokushu chinou bouryoku shuudan”), individuals being in closely contact affiliated with to any organized gangster crime groups (“boryokudan missetsu-kankeisha”), crime syndicates or gangs, and any individual or a group of individuals being equivalent thereto.

9.02 Each of you and Sony also warrants that, in connection with this Agreement, it shall not, either by itself or by way of third parties, conduct any of the following acts: (i) violent demands, (ii) improper demands in excess of legal responsibilities, (iii) acts of violence or menacing statements in relation to a transaction, (iv) spreading of rumors, use of fraudulent means or use of obstruction to harm the reputation of the other party, or to obstruct the business of the other party; or (v) any other act equivalent to any of the previous items.

9.03 Each of you and Sony may terminate, in whole or in any part, of the Agreement without any demands or notice, if (a) the other Party breaches the representations and warranties above, or (b) you or Sony determines that performance of this Agreement helps or otherwise promote the activities of such Antisocial Forces.

9.04 Each of Sony and you shall not be liable to the other party for any damage arising out of termination of this Agreement in accordance with Section 9.03.

9.05 In the event that any of items set forth in Section 9.02 applies to Sony or you, the applicable party shall, upon the other party’s request, lose the benefit of time relating to any debt against such other party and immediately pay such debt.

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### ARTICLE X. TERMINATION

10.01 Each Party reserves the right to terminate the Agreement immediately without any notice or demand in the event that:

- (a) the other Party is adjudicated a bankrupt, makes assignment for the benefit of its creditors; takes advantage of any insolvency act; or is the subject of a case for its liquidation or reorganization under any law;
- (b) the other Party breaches any provision of these Terms and Conditions and does not cure such breach within thirty (30) days after receipt of notice thereof.
- (c) the other Party ceases to function as a going concern or to conduct its operations in the normal course of business;
- (d) the other Party uses FeliCa Reader/Writer RF Performance Certification Test and/or Product in an illegal or unlawful way; or

10.02 Sony reserves the right to invalidate the Pass Certificate issued to you hereunder immediately without notice or demand in the event that you:

- (a) fail to make any payment required under the Agreement for more than two (2) calendar months from the due date;
- (b) harm Sony or any third party designated by Sony in any way (including but not limited to damage to reputation and business obstruction);
- (c) destroy or damage (or cause to destroy or damage) any building or storage of Sony or any third party designated by Sony.

10.03 In the event that the Agreement becomes terminable by Sony under this Article X, all of your obligations under the Agreement shall immediately accelerate.

### ARTICLE XI. NO ASSIGNMENT

11.01 You may not assign transfer or mortgage any of your rights and obligations hereunder without the prior written consent of Sony.

### ARTICLE XII. MISCELLANEOUS

12.01 Sony may, at any time with prior notice to you, cease to conduct the FeliCa Reader/Writer RF Performance Certification Test or assign or transfer its rights and obligations hereunder with respect to the FeliCa Reader/Writer RF Performance Certification Test to a third party in part or in whole, and you shall not object to any of such termination, assignment or transfer.

12.02 You must observe and comply with all relevant laws, ordinances, rules and regulations of relevant countries in performing your obligations and exercising your rights hereunder.

12.03 Sony may use subcontractors to conduct the Test provided that in such case, Sony shall cause such subcontractors to be bound by the confidentiality obligation as set forth Article VII of the Agreement.

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12.04 These Terms and Conditions and the Agreement shall be construed under and governed by the laws of Japan. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, that provision of these Terms and Conditions shall be enforced to the maximum extent permissible so as to effect the intent of the parties hereto, and the remainder of these Terms and Conditions shall continue in full force and effect.

12.05 In the event of any dispute arising out of or in connection with these Terms and Conditions or the Agreement, which cannot be amicably settled by the Parties, the Parties shall submit any such disputes to the Tokyo District Court in Japan as the court of first instance. Any counter-claim shall be filed with the court with which the original action is filed. The Parties agree that the judgment, decree or order rendered by a court of last resort or a court of lower jurisdiction from which no appeal has been taken in Japan shall be final and binding upon both Parties.

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