

Address: [insert Brand Owner Address]
Attn: [insert Brand Owner Contact Name]
Fax: [insert Brand Owner Fax Number]
E-mail: [insert Brand Owner E-mail Address]

for notice purposes.

in respect of Licensing Company, to: One-Blue, LLC

Address: 1350 Broadway, Suite 1406,
New York, New York, 10018, USA
Attn: Legal Department

Tel: +1 (212) 223-3190
Fax: +1 (212) 223-4690
E-mail: info@one-blue.com

or such other address as may be thereafter specified by the party for the purpose of receiving notice. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission or e-mail and the appropriate answer back or confirmation of successful transmission or e-mail is received or, if sent by courier, shall be deemed to have been given two (2) business days after delivery by the courier company, or if mailed, ten (10) business days following the date on which such notice was so mailed. The proper sending of notice to Brand Owner shall constitute the proper sending of notice to any and all of its Registered Affiliates.

- 8.2 *Entire Agreement.* This Past Use Agreement sets forth the entire understanding and agreement between the parties as to the subject matter to which it refers, and supersedes and replaces all prior arrangements, discussions and understandings between the parties relating to such subject matter. No variation to this Past Use Agreement shall be binding upon any party hereto unless made in writing and signed by an authorized representative of each of the parties.
- 8.3 *Independent Counsel.* Brand Owner, on behalf of itself and its Registered Affiliates, acknowledges and confirms that it has had sufficient opportunity to engage legal counsel of its choice to review the structure, contents and implications of this Past Use Agreement, and Brand Owner, on behalf of itself and its Registered Affiliates, acknowledges and confirms that it freely enters into this Past Use Agreement.
- 8.4 *No Waiver.* Neither the failure nor the delay of any party hereto to enforce any provision of this Past Use Agreement shall constitute a waiver of such provision or of the right of any party hereto to enforce each provision of this Past Use Agreement.

- 8.5 Severability. Should any provision of this Past Use Agreement be finally determined to be void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions of this Past Use Agreement, provided that, in such event, any party hereto shall have the right to terminate this Past Use Agreement by notice to the other two parties.
- 8.6 Interpretation. The Section headings contained in this Past Use Agreement are for reference purposes only and do not in any way control the meaning or interpretation of this Past Use Agreement. Explicit references to a particular section shall be deemed to include a reference to its subsections, if any. The terms "for the avoidance of doubt," "including," "such as," "by way of example" or any variation thereof means "including the following by way of example only, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items immediately following it. This Past Use Agreement shall be fairly interpreted in accordance with its terms and without any presumption in favor of or against any party hereto regardless of the drafter.
- 8.7 Governing Law. If the Country of Registration is the People's Republic of China, this Past Use Agreement is governed by the laws of the Hong Kong Special Administrative Region. If the Country of Registration is not the People's Republic of China, this Past Use Agreement is governed by the laws of the State of New York, United States of America.
- 8.8 Dispute Resolution. Any dispute between the parties in connection with this Past Use Agreement (including any question regarding its existence, validity or termination) shall be submitted to and finally resolved by (a) if the Country of Registration is the People's Republic of China, arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted, the seat of arbitration being the Hong Kong Special Administrative Region, the number of arbitrators being one, and the arbitration proceedings being conducted in English, provided for the avoidance of doubt that Licensing Company retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including but not limited to pre-arbitral attachments or injunctions, or (b) if the Country of Registration is not the People's Republic of China, the Supreme Court of the State of New York, located in the County of New York, New York State, United States of America or the United States District Court for the Southern District of New York, United States of America, provided always that, where the Country of Registration is not the People's Republic of China and Licensing Company is the plaintiff, it may, alternatively and at its sole discretion, submit such dispute either to the competent courts in the country where either Brand Owner's registered office is located, or to the competent courts in any country where Brand Owner or its Affiliates are otherwise located or have manufacturing facilities. The service of any process and any other documents connected with any proceedings in connection with this Section 8.8 will be deemed to have been validly served on a party if they are served by mail to the addresses indicated in Section 8.1 or by any other method of service authorized by law applicable to the jurisdiction where service is made, and service shall be deemed to have been completed upon receipt by the party being served. Brand Owner irrevocably waives any rights it may have to object to the jurisdiction, process and venue

of any such arbitration tribunal or court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such arbitration tribunal or court in relation to this Past Use Agreement, to the maximum extent permitted by the law of any jurisdiction, or to the laws which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

Reference Copy

AS WITNESS, the parties hereto have caused this Past Use Agreement to be executed in duplicate on the date first written above by their duly authorized representatives.

ONE-BLUE, LLC

[insert BRAND OWNER NAME]

Name:

Name:

Title:

Title:

Date:

Date:

Reference Copy

APPENDIX A

MANUFACTURERS

Reference Copy

APPENDIX B

REGISTERED AFFILIATES

Reference Copy

APPENDIX C

CONFIRMATION OF BILATERAL AGREEMENT

[insert Date]

One-Blue, LLC
1350 Broadway, Suite 1406
New York, NY 10018
USA
Attn: Royalty Offsetting Administration

Dear Sirs:

We hereby request you to make the royalty adjustment of the “*Past Use Agreement for UHD-Playback Drive and/or UHD-Playback Drive/BD-Recorder Combination Drive Manufacturer and Brand Owner*” reflecting the Bilateral Agreement between **[insert Licensor of the Bilateral License Arrangement]** and our company dated **[insert Effective Date of the License Arrangement]**, the relevant terms and conditions of which are provided below.

Our request for royalty adjustment and confirmation of the existence of the Bilateral Agreement covering Brand Owner Products, between **[insert Licensor of the Bilateral License Arrangement]** and our company, was acknowledged and agreed by **[insert Licensor of the Bilateral License Arrangement]**, a duly authorized signature of which is indicated below. (The terms used herein shall have the meaning set forth in the “*Past Use Agreement for UHD-Playback Drive and/or UHD-Playback Drive/BD-Recorder Combination Drive Manufacturer and Brand Owner*”.)

(i) Scope of Products. Please mark the relevant boxes which are subject to the Bilateral Agreement:

- UHD-Playback Drives
- UHD-Playback/BD-Recorder Combination Drives
- other **[insert Descriptions here]** |

(ii) Scope of Patents. Please mark the relevant boxes which are subject to the Bilateral Agreement:

- all Licensed Patents with respect UHD Standards for the products marked above.

- all Licensed Patents with respect to BD Drive Standards for the products marked above.
- all Licensed Patents with respect to DVD Drive Standards for the products marked above.
- all Licensed Patents with respect to CD Standards for the products marked above.
- other [*insert Descriptions here* _____]

(iii) The term of Bilateral Agreement.

from [insert Date] to [insert Date]

Yours sincerely,

[insert Name of Signatory]
[insert Title, etc.]
[insert Brand Owner Name]

Acknowledged and Agreed:

By (sign): _____

Name (print): _____

Title: _____

Company: _____

Date: _____

Reference Copy

APPENDIX D

AUDIT GUIDE

This Audit Guide lays down the conditions under which audits are to be performed and audit statements generated by Brand Owner's external auditors on the Official Past Use Report pursuant to Section 4.11, respectively, of the "*Past Use Agreement for UHD-Playback Drive and/or UHD-Playback/BD-Recorder Combination Drive Manufacturer and Brand Owner*" between Brand Owner and Licensing Company. This Audit Guide may be amended by Licensing Company from time to time.

1. Auditor's Qualifications

The auditor appointed by Brand Owner to issue an audit statement on the Official Past Use Report shall, where Brand Owner appoints an auditor on a regular basis to issue an auditor's opinion on the financial statements of Brand Owner, be the same auditor, unless reasonable explanation to the contrary; and, in any event, the auditor shall be:

- (a) a certified public auditor, chartered accountant or registered accountant (as these terms are generally known in the United States, the United Kingdom and The Netherlands respectively) or holding an equivalent professional qualification in the country in which the auditor practices;
- (b) a member of a well-respected firm, preferably one of KPMG, PricewaterhouseCoopers, Deloitte Touche Tohmatsu and Ernst & Young (or any of their successors); and/or
- (c) a member of the American Institute of Certified Public Accountants (**AICPA**), the Institute of Chartered Accountants in England & Wales (**ICAEW**), or Koninklijk Nederlands Instituut van Registeraccountants (**NIVRA**) (whichever of these associations governs accounting in the country in which the auditor practices), or a member of a professional body of similar standing where this is not practicable.

2. Opinion

The audit statement on the Official Past Use Report shall be in the form of the Independent Audit Statement set out in Schedule 1.

Schedule 1
Independent Audit Statement

Independent Audit Statement to the Directors and/or Management of
[insert Brand Owner Name], *The Brand Owner*

We have audited the attached report (the *Official Past Use Report*) relating to the Shipments of Brand Owner Products to or by Brand Owner and its Registered Affiliates, as reported by Brand Owner to Licensing Company under the “*Past Use Agreement for UHD-Playback Drive and/or UHD-Playback/BD-Recorder Combination Drive Manufacturer and Brand Owner*” between them dated **[insert Date]** (the *Past Use Agreement*). The Official Past Use Report has been duly initialed by us for identification purposes and relates to the period starting **[insert Date]** and ending **[insert Date]**.

1. Respective Responsibilities of Directors, Management and Auditors

The directors and/or management are responsible for preparing the Official Past Use Report in accordance with the terms of the Past Use Agreement, so as to set out completely and accurately the information required to be reported under the Past Use Agreement for the period **[insert Date]** through **[insert Date]**.

Our responsibility is to express an opinion on the completeness and accuracy of the Official Past Use Report based on our audit of Brand Owner’s (and/or its Registered Affiliates’) books and records and other aspects of its manufacturing and distribution operations.

This audit statement is intended for use by the board of directors and management of Brand Owner for the purpose of its reporting requirements under the Past Use Agreement, and therefore may only be made available by Brand Owner to Licensing Company (and its Affiliates) as defined in the Past Use Agreement. We consent to such distribution on the understanding that under no circumstances shall we accept any liability or responsibility to Licensing Company (or its Affiliates), or to any other party to whom our report is made available, whether or not intentionally and whether or not by Brand Owner or Licensing Company (or either of their Affiliates). This audit statement may not be made available to any other party without our prior written consent.

2. Basis of Audit Opinion

We have conducted our audit in accordance with those elements of generally accepted international standards on auditing that are relevant for the purposes of forming an opinion on the completeness and accuracy of the Confirmation Letter. These standards require that we:

- (a) plan and perform the audit in order to make ourselves satisfied that the Official Past Use Report is free of material mistakes, misstatements or other inaccuracies;
- (b) examine, on a test basis, evidence supporting the statements made in the Official Past Use Report;
- (c) assess the appropriateness of the accounting principles adopted in preparing the Official Past Use Report and the accuracy of significant estimates made in the Official Past Use Report by the management of Brand Owner; and
- (d) evaluate the overall presentation of the Official Past Use Report.

We believe that the method adopted in our audit provides a reasonable basis for issuing our statement.

3. Statement

In our opinion, the *Official Past Use Report* sets out completely and accurately (in all material respects) the information required to be reported by Brand Owner under the Past Use Agreement for the period [insert Date] through [insert Date].

(signed)
[insert Name of Audit Firm]
[insert City]
[insert Date]

Attachment: *Official Past Use Report* (___ pages)