

**TRANSFER/ASSIGNMENT AGREEMENT**

This Transfer/Assignment Agreement ( "**Agreement**" ) by and among:

<u>Transferor Legal Name (Mbr #)</u>	<u>Legal Entity Type</u>	<u>Organized Under the Laws of</u>
( )		
<u>Transferor English Name</u>		

("Transferor") that wishes to transfer certain agreements and/or items to the receiving party of

<u>Transferee Legal Name (Mbr #)</u>	<u>Legal Entity Type</u>	<u>Organized Under the Laws of</u>
( )		
<u>Transferee English Name</u>		

("Transferee"), collectively known as the "Parties"; and Bluetooth SIG, Inc. a Delaware non-profit, non-stock corporation (the "SIG") is entered into effective as of the date of the SIG's signature below (the "Effective Date").

**Recitals**

- A. WHEREAS, the Parties are each distinct legal entities and are Members of the SIG and wish to transfer or assign certain member agreements and/or items from the Transferor to the Transferee;
- B. WHEREAS, the reason for the transfer or assignment is due to the following (please indicate):
- Transferor has been acquired by Transferee.
- Transferor has merged with Transferee.
- Transferee has purchased or acquired assets of Transferor.
- Other reason:
- C. WHEREAS, the items identified in Exhibit A are the certain items to be transferred or assigned from Transferor to Transferee;
- D. WHEREAS, Parties  wish to /  do not wish to assign (indicate which is applicable) Transferor's Membership and Member Agreements to Transferee;
- E. WHEREAS, transfer or assignment of agreements or items between and among Members requires the consent of the SIG;

**Transferor Representations and Warranties**

Transferor represents and warrants the following are correct and true:

1. The Transferor is a Member in good standing and all fees are current and paid.
2. The Transferor is not subject to enforcement actions by the SIG.
3. Exhibit A is a true, complete, and correct list of items to be transferred or assigned from Transferor to Transferee.
4. Items identified in Exhibit A are solely those of the Transferor and exclude any/all items of Transferor's Affiliates (if applicable) as defined in accordance with Bylaws Section 4.9.

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5. Items identified in Exhibit A are unencumbered and not subject to any limitations or prohibitions that would restrict transfer or assignment.
6. Transferor retains right, benefits, and obligations applicable under and in accordance with Transferor's Membership Agreements or survival provisions (as applicable) for any activities, information, materials, or intellectual property not transferred or assigned under this Agreement but used, developed, or associated with Transferor's membership activities, including specification development or product qualification activities.

**Transferee Representations and Warranties**

Transferee represents and warrants the following are correct and true:

1. The Transferee is a Member in good standing and all fees are current and paid.
2. The Transferee is not subject to enforcement actions by the SIG.
3. Transferee information is as follows:

Legal Entity Name:	
Address:	
Member ID#:	
Primary Contact Name:	
Primary Contact Email:	

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

- I. Parties have read, fully understands, acknowledges, and agrees to be bound by and comply with each of the following, including as amended in accordance with the Bylaws (collectively, the "**Membership Agreements**"): (a) the SIG's Bylaws ("**Bylaws**"); (b) the SIG's Certificate of Incorporation; (c) the Bluetooth SIG Membership Commitment Agreement; (d) the Bluetooth Patent/Copyright License Agreement; and (e) the Bluetooth Trademark License Agreement. Copies of the current versions of the Membership Agreements are available on the Effective Date at the SIG's web site located at <https://www.bluetooth.com/about-us/governing-documents/>.
- II. Parties agree Transferor's SIG Membership, Member ID, and Membership Agreements
  - will be assigned to Transferee under this Agreement
  - will NOT be assigned to Transferee under this Agreement
 (select only one)

If Transferor's SIG Membership, Member ID, and Membership Agreements are assigned to Transferee under this agreement as indicated, the Parties further agree:

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- i. Transferee assumes rights, benefits, and obligations of Transferor's Membership for activities, information, materials, or intellectual property transferred or assigned under this Agreement, including items identified in Exhibit A, and used, developed, or associated with Transferor's membership activities, including specification development or product qualification activities that were in-effect as of the Transferor's date of membership and subsequently, including rights, benefits, and obligations in-effect as of the effective date of this Agreement and in accordance with Transferee's Membership Agreements.
  - ii. Membership, Membership Agreements, and items identified in Exhibit A will be consolidated under the Member Account and ID of the Transferee and the Member ID number of the Transferor will be changed to status of inactive.
- III. Parties agree to transfer or assign the items identified in Exhibit A from Transferor to Transferee and the list of items contained therein are complete and correct.
- IV. The Company name on Transferor's Completed Qualification Declaration IDs ("**Declarations**") listed in Exhibit A will be changed from the legal entity name of the Transferor's to the legal entity name of the Transferee. Transferee assumes all rights, benefits, and obligations of listed Declarations that were in-effect as of the date qualification was completed ("**Listing Date**") and subsequently, including rights, benefits, and obligations in-effect as of the effective date of this Agreement and in accordance with Transferee's Membership Agreements.
- V. Each of the in-progress, but not completed, qualification projects listed in Exhibit A in Bluetooth Launch Studio will be transferred to the Primary Contact user account of the Transferee.
- VI. Parties acknowledge and agree if the list of items identified in Exhibit A include any email domains, the SIG will terminate Transferor user accounts utilizing any of the email domains identified in Exhibit A in conjunction with the transfer or assignment.
- VII. Parties represent and warrant that they have the legal right and authority to bind their affiliates (as defined in the Bylaws) to the Membership Agreements and the Parties and their affiliates will not challenge their validity or enforceability.
- VIII. This Agreement will be governed by the laws of the State of New York, without reference to that state's choice-of-law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of New York.
- IX. This Agreement is subject to the consent of the SIG and becomes effective only upon SIG signature. Parties agree to provide further documentation upon request by the SIG.
- X. Each person signing below on behalf of the Parties represents and warrants that he or she has been duly authorized to enter into and bind the respective party to this Agreement.

(Signatures on following page)

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IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the Effective Date.

<b>For Transferor:</b>	
Signature:	
Print Name:	
Title:	
Date:	

<b>For Transferee:</b>	
Signature:	
Print Name:	
Title:	
Date:	

<b>For:</b>	<b>Bluetooth SIG, Inc. a Delaware non-profit, non-stock corporation</b>
Signature:	
Print Name:	
Title:	
Date:	

**TRANSFER/ASSIGNMENT AGREEMENT  
EXHIBIT A**

**I. Transferor Information**

Legal Entity Name:		
Address:		
Member ID #:		
Primary Contact Name:		
Primary Contact Email:		
Membership Status:		
User Accounts <sup>1</sup> :	User Name	User Email Address

<sup>1</sup> Indicate as "n/a" if email domain is not being transferred

**II. Transferor's Membership Account, Qualifications, or Projects to be Transferred or Assigned**

Below is a complete list of the Transferor's items to be transferred or assigned. Indicate "n/a" if not applicable:

<b>Member ID #:</b>			
<b>Email Domain:</b>			
<b>Completed Qualification Declaration ID List:</b>	List all declaration ID numbers of qualified products, or indicate n/a		
	<b>DID ID number</b>	<b>User Name</b>	<b>User ID</b>
<b>End Product Listings ("EPL"):</b>	List all end product listings, or indicate n/a		
	<b>EPL</b>	<b>User Name</b>	<b>User ID</b>
<b>Incomplete Declaration List:</b>	List all unused Declaration IDs, or indicate "n/a"		
	<b>DID ID number</b>	<b>User Name</b>	<b>User ID</b>
<b>Open Qualification Projects:</b>	List all open projects, or indicate n/a		
	<b>Project ID or QDID</b>	<b>Project Name</b>	<b>User Name</b>
<b>Assigned Numbers: (company identifiers, UUIDs, etc.)</b>	List any assigned numbers, or select "None" and indicate n/a		
	<b>Number Type</b>	<b>Number</b>	