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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**San Jose Division**

SOAProjects, Inc.,  
  
Plaintiff,  
  
v.  
  
SCM Microsystems, Inc. (d/b/a Identive  
Group) and Kamal Kant Gupta,  
  
Defendants.

**Case Number: CV-10-1773 (LHK)**  
  
**STIPULATED PROTECTIVE ORDER**

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and

1 petition the court to enter the following Stipulated Protective Order. The parties  
2 acknowledge that this Order does not confer blanket protections on all disclosures or  
3 responses to discovery and that the protection it affords extends only to the limited  
4 information or items that are entitled under the applicable legal principles to treatment  
5 as confidential. The parties further acknowledge, as set forth in Section 12.3, below, that  
6 this Stipulated Protective Order creates no entitlement to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
8 reflects the standards that will be applied when a party seeks permission from the court  
9 to file material under seal.

## 10 **2. DEFINITIONS**

11 **2.1 Challenging Party:** a Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13 **2.2 "Confidential" Information or Items:** information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for protection  
15 under Federal Rule of Civil Procedure 26(c).

16 **2.3 Counsel (without qualifier):** Outside Counsel of Record and  
17 House Counsel (as well as their support staff).

18 **2.4 Designating Party:** a Party or Non-Party that designates  
19 information or items that it produces in disclosures or in responses to discovery as  
20 "CONFIDENTIAL."

21 **2.5 Disclosure or Discovery Material:** all items or information,  
22 regardless of the medium or manner in which they are generated, stored, or maintained  
23 (including, among other things, testimony, transcripts, and tangible things), that are  
24 produced or generated in disclosures or responses to discovery in this matter.  
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1           **2.6 Expert:** a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this action.

4           **2.7 “Highly Confidential – Attorneys’ Eyes Only” Information or**  
5 **Items: Confidential** information or materials, the disclosure of which, even if limited to  
6 the persons listed in paragraph 7.2 may compromise and/or jeopardize the Designating  
7 Party’s business interests such that the Designating Party may deem such information  
8 or materials to require greater limitations on disclosure than are set forth in paragraph  
9 7.2 below.

10           **2.8 House Counsel:** attorneys who are employees of a party to this  
11 action. House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13           **2.9 Non-Party:** any natural person, partnership, corporation,  
14 association, or other legal entity not named as a Party to this action.

15           **2.10 Outside Counsel of Record:** attorneys who are not employees of a  
16 party to this action but are retained to represent or advise a party to this action and  
17 have appeared in this action on behalf of that party or are affiliated with a law firm  
18 which has appeared on behalf of that party.

19           **2.11 Party:** any party to this action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22           **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this action.  
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1           **2.13 Professional Vendors:** persons or entities that provide litigation  
2 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
3 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
4 their employees and subcontractors.

5           **2.14 Protected Material:** any Disclosure or Discovery Material that is  
6 designated at "CCONFIDENTIAL" or as "HIGHLY CONFIDENTIAL—ATTORNEYS'  
7 EYES ONLY."

8           **2.15 Receiving Party:** a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

### 10           **3. SCOPE**

11           The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or extracted  
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
14 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
15 their Counsel that might reveal Protected Material. However, the protections conferred  
16 by this Stipulation and Order do not cover the following information: (a) any  
17 information that is in the public domain at the time of disclosure to a Receiving Party or  
18 becomes part of the public domain after its disclosure to a Receiving Party as a result of  
19 publication not involving a violation of this Order, including becoming part of the  
20 public record through trial or otherwise; and (b) any information known to the  
21 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
22 disclosure from a source who obtained the information lawfully and is under no  
23 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
24 trial shall be governed by a separate agreement or order.  
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1           **4.     DURATION**

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
4 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
5 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;  
6 and (2) final judgment herein after the completion and exhaustion of all appeals, re-  
7 hearings, remands, trials, or reviews of this action, including the time limits for filing  
8 any motions or applications for extension of time pursuant to applicable law.

9           **5.     DESIGNATING PROTECTED MATERIAL**

10           **5.1    Exercise of Restraint and Care in Designating Material for**

11 **Protection:** each Party or Non-Party that designates information or items for protection  
12 under this Order must take care to limit any such designation to specific material that  
13 qualifies under the appropriate standards. The Designating Party must take care to  
14 designate for protection only those parts of material, documents, items, or oral or  
15 written communications that qualify – so that other portions of the material,  
16 documents, items, or communications for which protection is not warranted are not  
17 swept unjustifiably within the ambit of this Order.

18           Mass, indiscriminate, or routinized designations are prohibited. Designations  
19 that are shown to be clearly unjustified, or that have been made for an improper  
20 purpose (e.g., to unnecessarily encumber or retard the case development process, or to  
21 impose unnecessary expenses and burdens on other parties), expose the Designating  
22 Party to sanctions.

23           If it comes to a Designating Party's attention that information or items that it  
24 designated for protection do not qualify for protection at all, or do not qualify for the  
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1 level of protection initially asserted, that Designating Party must promptly notify all  
2 other parties that it is withdrawing the mistaken designation.

3           **5.2 Manner and Timing of Designations.** Except as otherwise  
4 provided in this Order (see, e.g., second paragraph of section 5.2(a), below), or as  
5 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
6 protection under this Order must be clearly so designated before the material is  
7 disclosed or produced.

8           Designation in conformity with this Order requires:

9           (a)       **for information in documentary form** (e.g. paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or trial  
11 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
12 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains  
13 protected material.  
14

15           A Party or Non-Party that makes original documents or materials available for  
16 inspection need not designate them for protection until after the inspecting Party has  
17 indicated which material it would like copied and produced. During the inspection and  
18 before the designation, all of the material made available for inspection shall be deemed  
19 "HIGHLY CONFIDENTIAL –ATTORNEYS' EYES ONLY." After the inspecting Party  
20 has identified the documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection under this  
22 Order. Then, before producing the specified documents, the Producing Party must affix  
23 the appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
24 ATTORNEYS' EYES ONLY") to each page that contains Protected Material.  
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1           (b)       **for testimony given in deposition or in other pretrial or trial**  
2 **proceedings**, that the Designating Party identify on the record, before the close of the  
3 deposition, hearing, or other proceeding, all protected testimony, and further specify  
4 any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL –  
5 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion  
6 of testimony that is entitled to protection, and when it appears that substantial portions  
7 of the testimony may qualify for protection, the Designating Party that sponsors, offers,  
8 or gives the testimony may invoke on the record (before the deposition or proceeding is  
9 concluded) a right to have up to 20 days from the Designating Party's receipt of the  
10 final transcript to identify the specific portions of the testimony as to which protection is  
11 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or  
12 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the  
13 testimony that are appropriately designated for protection within the 20 days shall be  
14 covered by the provisions of this Stipulated Protective Order.

15  
16           Transcript pages containing Protected Material must be separately bound by the  
17 court reporter, who must affix to the top of each such page the legend  
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as  
19 instructed by the Party or nonparty offering or sponsoring the witness or presenting the  
20 testimony.

21           (c)       **for information produced in some form other than documentary,**  
22 **and for any other tangible items**, that the Producing Party affix in a prominent place on  
23 the exterior of the container or containers in which the information or item is stored the  
24 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
25 ONLY."  
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1 (d) for natively produced electronic files, that the Producing Party  
2 add to the filename the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

3 5.3 **Inadvertent Failures to Designate.** If timely corrected, an  
4 inadvertent failure to designate qualified information or items as "CONFIDENTIAL" or  
5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not, standing alone,  
6 waive the Designating Party's right to secure protection under this Order for such  
7 material. Upon timely correction of a designation, the Receiving Party must make  
8 reasonable efforts to assure that the material is treated in accordance with the  
9 provisions of this Order.

## 10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
13 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
14 unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
15 the litigation, a Party does not waive its right to challenge a confidentiality designation  
16 by electing not to mount a challenge promptly after the original designation is  
17 disclosed.

18 6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute  
19 resolution process by providing written notice of each designation in its challenge and  
20 describing the basis for each challenge. To avoid ambiguity as to whether a challenge  
21 has been made, the written notice must recite that the challenge to confidentiality is  
22 being made in accordance with this specific paragraph of the Protective Order. The  
23 parties shall attempt to resolve each challenge in good faith and must begin the process  
24 by conferring directly (in voice to voice dialogue; other forms of communication are not  
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1 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
2 Party must explain the basis for its belief that the confidentiality designation was not  
3 proper and must give the Designating Party an opportunity to review the designated  
4 material, to reconsider the circumstances, and, if no change in designation is offered, to  
5 explain the basis for the chosen designation. A Challenging Party may proceed to the  
6 next stage of the challenge process only if it has engaged in this meet and confer process  
7 first or establishes that the Designating Party is unwilling to participate in the meet and  
8 confer process in a timely manner.

9  
10 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge  
11 without court intervention, the Designating Party shall file and serve a motion to retain  
12 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
13 applicable) within 21 days of the initial notice of challenge or within 14 days of the  
14 parties agreeing that the meet and confer process will not resolve their dispute,  
15 whichever is earlier. Each such motion must be accompanied by a competent  
16 declaration that affirms that the movant has complied with the meet and confer  
17 requirements imposed in the preceding paragraph. Failure by the Designating Party to  
18 make such a motion including the required declaration within 21 days (or 14 days, if  
19 applicable) shall automatically waive the confidentiality designation for each  
20 challenged designation. In addition, the Challenging Party may file a motion  
21 challenging a confidentiality designation at any time if there is good cause for doing so,  
22 including a challenge to the designation of a deposition transcript or any portions  
23 thereof. Any motion brought pursuant to this provision must be accompanied by a  
24 competent declaration affirming that the movant has complied with the meet and  
25 confer requirements imposed by the preceding paragraph.  
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1 The burden of persuasion in any such challenge proceeding shall be on the  
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
3 to harass or impose unnecessary expenses and burdens on other parties) may expose  
4 the Challenging Party to sanctions. Unless the Designating Party has waived the  
5 confidentiality as described above, all parties shall continue to afford the material in  
6 question the level of protection to which it is entitled under the Producing Party's  
7 designation until the court rules on the challenge.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 **7.1 Basic Principles.** A Receiving Party may use Protected Material  
10 that is disclosed or produced by another Party or by a Non-Party in connection with  
11 this case only for prosecuting, defending, or attempting to settle this litigation. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the litigation has been terminated, a Receiving  
14 Party must comply with the provisions of section 13, below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a  
16 location and in a secure manner that ensures that access is limited to the persons  
17 authorized under this Order.

18 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated CONFIDENTIAL  
21 only to:  
22

23 (a) the Receiving Party's Outside Counsel of Record in this action, as  
24 well as employees of said Outside Counsel of Record to whom it is reasonably  
25 necessary to disclose the information for this litigation;  
26

1 (b) the officers, directors, and employees (including House Counsel)  
2 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this litigation and who have signed the  
5 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff, professional jury or trial consultants,  
8 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
9 this litigation and who have signed the "Acknowledgment and Agreement to Be  
10 Bound" (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom  
12 disclosure is reasonably necessary and who have signed the "Acknowledgement of  
13 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party  
14 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
15 depositions that reveal Protected Material must be separately bound by the court  
16 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
17 Protective Order;

18 (g) the author or recipient of a document containing the information or  
19 a custodian or other person who otherwise possessed or knew the information.

20 **7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES**  
21 **ONLY" Information or Items.** Unless otherwise ordered by the court or permitted in  
22 writing by the Designating Party, a Receiving Party may disclose any information or  
23 item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:  
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1 (a) the Receiving Party's Outside Counsel of record in this action, as  
2 well as employees of said Counsel to whom it is reasonably necessary to disclose the  
3 information for this litigation;

4 (b) Experts (as defined in this Order) to whom disclosure is reasonably  
5 necessary for this litigation and who have signed the "Acknowledgment and  
6 Agreement to Be Bound" (Exhibit A);

7 (c) the Court and its personnel;

8 (d) court reporters, their staffs, and professional vendors to whom  
9 disclosure is reasonably necessary for this litigation and who have signed the  
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

11 (e) the author of the document or the original source of the  
12 information.  
13

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
15 **IN OTHER LITIGATION.**

16 If a Party is served with a subpoena or an order issued in other litigation that  
17 compels disclosure of any information or items designated in this action as  
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
19 Party must:

20 (a) Promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order;

22 (b) Promptly notify in writing the party who caused the subpoena  
23 or order to issue in the other litigation that some or all of the material covered by the  
24 subpoena or order is subject to this Protective Order. Such notification shall include a  
25 copy of this Stipulated Protective Order; and  
26

1 (c) Cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party seeks a protective order, the Party served with the  
4 subpoena or court order shall not produce any information designated in this action as  
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
6 before a determination by the court from which the subpoena or order issued, unless  
7 the Party has obtained the Designating Party's permission. The Designating Party shall  
8 bear the burden and expense of seeking protection in that court of its confidential  
9 material—and nothing in these provisions should be construed as authorizing or  
10 encouraging a Receiving Party in this action to disobey a lawful directive from another  
11 court.  
12

13 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a Non-  
16 Party in this action and designated as "CONFIDENTIAL" or "HIGHLY  
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-  
18 Parties in connection with this litigation is protected by the remedies and relief  
19 provided by this Order. Nothing in these provisions should be construed as prohibiting  
20 a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to  
22 produce a Non-Party's confidential information in its possession, and the Party is  
23 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
24 information, then the Party shall:  
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1           1.     promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

4           2.     promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7           3.     make the information requested available for inspection by the  
8 Non-Party.

9           (c)    If the Non-Party fails to object or seek a protective order from this court  
10 within 14 days of receiving the notice and accompanying information, the Receiving  
11 Party may produce the Non-Party's confidential information responsive to the  
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party  
13 shall not produce any information in its possession or control that is subject to the  
14 confidentiality agreement with the Non-Party before a determination by the court.

15           **10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16           If a Receiving Party learns that, by inadvertence or otherwise, it has  
17 disclosed Protected Material to any person or in any circumstance not authorized under  
18 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
20 retrieve all copies of the Protected Material, (c) inform the person or persons to whom  
21 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
22 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that  
23 is attached hereto as Exhibit A.  
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1           **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3           When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B).

7           **12. MISCELLANEOUS**

8           **12.1 Right to Further Relief.** Nothing in this Order abridges the right of  
9 any person to seek its modification by the court in the future.

10           **12.2 Right to Assert Other Objections.** By stipulating to the entry of  
11 this Protective Order, no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in this  
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
14 ground to use in evidence of any of the material covered by this Protective Order.

15           **12.3 Filing Protected Material.** Without written permission from the  
16 Designating Party or a court order secured after appropriate notice to all interested  
17 persons, a Party may not file in the public record in this action any Protected Material.  
18 A Party that seeks to file under seal any Protected Material must comply with Civil  
19 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
20 order authorizing the sealing of the specific Protected Material at issue. Pursuant to  
21 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
22 Protected Material at issue is privileged, protectable as a trade secret, or otherwise  
23 entitled to protection under the law. If a Receiving Party's request to file Protected  
24 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the  
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1 Receiving Party may file the information in the public record pursuant to Civil Local  
2 Rule 79-5(e) unless otherwise instructed by the court.

3       **13. FINAL DISPOSITION.** Within 60 days after the final disposition of this  
4 action, as defined in paragraph 4, each Receiving Party must return all Protected  
5 Material to the Producing Party or destroy such material. As used in this subdivision,  
6 “all Protected Material” includes all copies, abstracts, compilations, summaries, and any  
7 other format reproducing or capturing any of the Protected Material. Whether the  
8 Protected Material is returned or destroyed, the Receiving Party must submit a written  
9 certification to the Producing Party (and, if not the same person or entity, to the  
10 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
11 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
12 that the Receiving Party has not retained any copies, abstracts, compilations, summaries  
13 or any other format reproducing or capturing any of the Protected Material.  
14 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
15 pleadings, motion papers, trial, deposition, hearing transcripts, legal memoranda,  
16 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
17 and consultant and expert work product, even if such materials contain Protected  
18 Material. Any such archival copies that contain or constitute Protected Material remain  
19 subject to this Protective Order as set forth in Section 4 (DURATION).  
20

21  
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD  
23  
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1 Dated: August 23, 2010

DHILLON & SMITH LLP

2  
3 By:

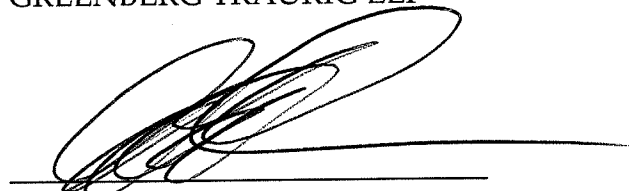
4 

5  
6 Harmeet K. Dhillon (SBN 207873)  
7 Attorneys for Plaintiff SOAPProjects, Inc.

8  
9 Dated: August 24, 2010

GREENBERG TRAURIG LLP

10  
11 By:

12 

13 Scott G. Lawson (SBN 174671)  
14 Attorneys for SCM Microsystems, Inc.

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16  
17 Dated: August 26, 2010

18 

19 United States |XXXXXXXXXXXXXXXXXXXXX  
Magistrate Judge

20 I, Harmeet K. Dhillon, hereby attest, pursuant to N.D. Cal. General Order No. 45,  
21 that the concurrence to the filing of this document has been obtained from each  
22 signatory hereto.

23  
24 By:

25 

26 Harmeet K. Dhillon (SBN 207873)

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2  
3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued  
6 by the United States District Court for the Northern District of California on  
7 \_\_\_\_\_ [date] in the case of SOAProjects, Inc. v. SCM Microsystems, Inc. (d/b/a Identive  
8 Group) and Kamal Kant Gupta, CV-10-1773 (PVT). I agree to comply with and to be  
9 bound by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment in  
11 the nature of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person or  
13 entity except in strict compliance with the provisions of this Order.  
14

15 I further agree to submit to the jurisdiction of the United States District Court for the  
16 Northern District of California for the purpose of enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of this  
18 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action or  
21 any proceedings related to enforcement of this Stipulated Protective Order.  
22

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_