

**ARTICLES OF ASSOCIATION**  
**of**  
**"PRIME ALLIANCE AISBL"**

- Incorporated by virtue of a deed of incorporation on 5 December 2011 enacted before the public notary Mr. Pierre-Charles Simonart at Tienen, Belgium.
- Amendments to the articles of association by virtue of a decision of the General Meeting on 9 October 2012.
- Amendments to the articles of association by virtue of a decision of the General Meeting on 17 November 2016.
- Amendments to the articles of association by virtue of the decision of the General Meeting on 14 November 2019.

**PART ONE - DEFINITIONS**

Wherever used in these Articles of Association, the following capitalized terms and expressions shall have the meanings set out below, regardless of whether they are used in the singular or the plural.

**"Adopted Specifications"** shall mean Specifications approved or adopted by the Association in accordance with the procedures set forth in these Articles of Association.

**"Affiliate"** or **"Affiliates"** shall mean an entity that directly or indirectly controls another entity via beneficial or record ownership of fifty percent (50%) or more of the voting power or equity in another entity ("Control"), or is Controlled by another entity, or is under common Control with another entity, for as long as such Control exists.

**"Alternate Director"** shall have the meaning set forth in Article 12.2.2.1 of these Articles of Association.

**"Founder Members"** shall mean the founders of the Association as set forth in the deed of incorporation.

**"Interested Directors"** shall have the meaning set forth in Article 12.6 of these Articles of Association.

**"IPR Policy"** shall mean the intellectual property rights policy that forms part of the Participation Agreement.

**"Members"** shall mean Principal Members and Regular Members.

**"Member Corporate Transaction"** shall have the meaning set forth in Article 9 of these Articles of Association.

**"Principal Member"** shall mean a member of the Association that qualifies as such in accordance with the provisions of Article 6.1 of these Articles of Association. When

identified as such in the Participation Agreement, the Principal Member may participate in the Association directly and/or through its Affiliates.

**“Regular Member”** shall mean a member of the Association that qualifies as such in accordance with the provisions of Article 6.2 of these Articles of Association. When identified as such in the Participation Agreement, the Regular Member may participate in the Association directly and/or through its Affiliates.

**“Participation Agreement”** shall mean the applicable and duly entered into Principal Member Agreement or Regular Member Agreement approved by the Board of Directors, pursuant to which Members other than the Founder Members adhere to the Association.

**"Proposed Specifications"** shall mean proposals for Specifications and/or additions to and/or modifications of existing Adopted Specifications (but not the underlying Adopted Specifications) submitted for revision by the Members of Working Groups or by the Working Groups to the Board of Directors of the Association.

**“Representative”** shall mean any employee, representative, agent and/or director of a Member duly authorized to act in the name and on behalf of that Member.

**"Working Group"** shall have the meaning set forth in Article 15.1 of these Articles of Association.

**"Specifications"** shall mean (i) a complete technical and functional definition as well as a definition of additional compliance tests, architecture, protocols, messages and parameters associated with telecommunications, but excluding any specific implementation thereof such as the design of an integrated circuit, software code, reference design, plans, circuits, etc. and (ii) extensions of applications that do not entail any changes to the Specifications but which are based on the concepts and interfaces determined in the Specifications.

## **PART TWO - FORM - OFFICE(S)**

### **ARTICLE 1. NAME AND CORPORATE FORM**

The Association is incorporated under the name PRIME Alliance as an international non-profit association governed by the Belgian Act of 27 June 1921.

All documents issued by the Association to third parties, such as invoices, instruments, announcements and publications, shall mention the Association's name, preceded or followed by the words “Internationale Vereniging Zonder Winstoogmerk”, abbreviated “IVZW”, or “Association Internationale Sans But Lucratif”, abbreviated “AISBL”, as well as the address of the Association’s main office.

## **ARTICLE 2. MAIN OFFICE AND OTHER OFFICES**

The Association's main office for the transaction of business is located at 12/2 Avenue de la Renaissance, 1000 Brussels. The Board of Directors is hereby granted full power and authority to transfer the main office to another location. A notice of any such transfer must be published in the *Belgian State Gazette*.

The Board of Directors may establish administrative offices or branches at any time and at any place or places where the Association is authorised to do business.

## **PART THREE - PURPOSE**

### **ARTICLE 3. PURPOSE**

The Association is incorporated for the purpose of developing and using new open and public telecom solutions to support smart metering functionalities and other technologies necessary for the smart grid.

The purpose for which the Association is established is to:

- a) provide an open forum for the creation (definition, establishment and support) of protocol specifications and standards for narrowband power line communications (PLC) for Smart Grid products and services;
- b) accelerate the demand for Smart Grid products and services based on worldwide standards through sponsorship of the market and user education programs;
- c) encourage and promote broad and open industry adoption and use of the specifications adopted by the Association;
- d) protect the needs of consumers and increase competition amongst vendors by supporting the creation and implementation of uniform, industry-wide conformance test procedures and processes which assure the interoperability of products implementing the specifications adopted by the Association;
- e) maintain relationships and liaise with educational institutions, government research institutes, other technology consortia, and other organizations that support and contribute to the development of the specifications and standards; and
- f) promote the specifications adopted by the Association as a global power and telecom line standard.

Notwithstanding any other provision of these Articles of Association, the Association shall not engage in any activities or exercise any powers that do not further the purposes for which it is established, as set forth herein.

In order to realize its purpose, the Association will develop the following activities:

- a) the creation of working groups in which Association Members can collaboratively develop and publish specifications, test profiles, and other such documents to support the Association's purposes;
- b) the participation in and/or sponsorship of events where industry participants can be educated about, gain greater visibility into, and develop adoption strategies for the Association's deliverables;
- c) the development, launch, and maintenance of a conformance testing program to ensure consistent implementation of adopted specifications;
- d) the establishment of productive working relationships with other industry organizations to ensure effective collaboration and to maximize re-use of already developed standards and approaches; and
- e) the conduct of various marketing activities that increase awareness of the Association and its deliverables.

#### **ARTICLE 4. COMPLIANCE WITH ANTITRUST LEGISLATION**

Each Member is committed to fostering competition in the development of new products and services. The specifications and other deliverables proposed for development are intended to promote such competition.

Each Member further acknowledges that it may compete with the other Members in various lines of business and that it is therefore imperative that they and their Representatives act in a manner that does not violate any applicable national or international antitrust laws or regulations.

Accordingly, each Member hereby assumes responsibility to obtain appropriate legal advice for its appointed or elected Representative on the Board of Directors or involved in a Working Group, regarding the importance of limiting the scope of his or her discussions to topics that relate to the purposes of the Association, regardless of whether such discussions take place during formal meetings or informal gatherings, by email or otherwise.

#### **ARTICLE 5. TERM OF EXISTENCE**

The Association is formed for an indefinite period of time.

### **PART FOUR - MEMBERSHIP**

#### **ARTICLE 6. CATEGORIES OF MEMBERS AND ADMISSION (PROCEDURE)**

The Association has two categories of Members: Principal Members and Regular Members. The Board of Directors may, at any time, decide to establish additional categories of membership and determine the benefits and fees associated with such additional categories (except for voting rights at the General Meeting).

The Members undertake to pool their efforts and to provide reasonable and proportionate resources to accomplish the Association's activities.

In order to determine the rights and obligations of Members deriving from their affiliation to a particular category, these categories shall have the following meanings:

### **6.1 Principal Members**

**“Principal Members”** shall mean the Founder Members as well as those that, after the execution date of these Articles of Association, adhere to a Participation Agreement approved by the Board of Directors, pay the associated fee, defined by the Board of Directors in a fair and non-discriminatory manner, and are approved by the Board of Directors as Principal Members in accordance with Article 6.3 of these Articles of Association.

In addition to the rights granted to other Members of the Association, Principal Members shall have additional rights, such as:

- a) the right to propose one (1) Representative for appointment as Director, subject to approval by the Board of Directors as set forth in Article 12.2.1. of these Articles of Association; and
- b) the right to propose new Working Groups; and
- c) eligibility to chair Working Groups.

In deviation from a) above, each Founder Member has the right to directly appoint one (1) Representative as Director in accordance with what is stated in Article 12.2.1 of these Articles of Association.

In addition to the foregoing, the Board of Directors can at any time approve other benefits to which all Principal Members may be entitled. The benefits applicable at any given point in time shall be set forth on the Association's website.

### **6.2 Regular Members**

**“Regular Members”** are those legal entities that have signed a Participation Agreement approved by the Board of Directors and paid the associated fee, defined by the Board of Directors in a fair and non-discriminatory manner.

Regular Members are approved by the Board of Directors or any corporate body designated by the Board of Directors.

Each Regular Member shall have the following rights:

- a) the right to access confidential information, including without limitation Proposed Specifications and internal documents of the Association;

- b) eligibility to participate in the activities of the Working Groups;
- c) prior access to Proposed Specifications and other documents of the Association;
- d) the right to attend and participate in compliance workshops and seminars conducted by the Association;
- e) the right to appoint one (1) Representative for the General Meeting and to vote at the General Meeting;
- f) the right to propose Specifications and to approve them within the Working Group in which the Member is active, prior to final approval by the Board of Directors; for the sake of clarity, it should be noted that final approval of Proposed Specifications and services rendered is an exclusive prerogative of the Board of Directors; and
- g) the right to comment on Proposed Specifications within the Association.

In addition to the foregoing, the Board of Directors may at any time approve other benefits to which all Regular Members may be entitled. The benefits applicable at any given point in time shall be set forth on the Association's website.

### **6.3 Admission (Procedure)**

Any company with a for-profit or not-for-profit purpose, association, government organization or educational institution which demonstrates that it is dedicated to the purposes of the Association by means of the following criteria (subject to revision at any time by the Board of Directors):

- a) public display of a legitimate professional interest in the activities of the Association; and/or
- b) public support, in the form of a press release or through the distribution to or use in the general public of products or services that allow the development of open specifications adopted by the Association, for narrowband power line communications (PLC) for Smart Grid products and services

is eligible to become a Principal Member or Regular Member of the Association. The candidate for membership shall specify which type of membership is sought.

Candidates for membership and Regular Members that wish to become Principal Members shall submit an application in writing to the President of the Board of Directors. The Board of Directors shall draft the application form and determine the formalities to be fulfilled. The Board of Directors can request at any time additional information in order to take a decision on an application. The application form and any applicable formalities shall be made available on the Association's website.

Admission to the Association as Regular Member shall require a decision of the Board of Directors, which can be taken in writing or at a regular meeting.

#### *Regular Member Admission Requirements:*

Admission or approval can only be refused on the ground that:

- (i) the candidate (including collectively its Affiliates) is not dedicated to the purposes

mentioned in subsections (a) and (b) above;

- (ii) the bad faith of the candidate (or any of its Affiliates), taking into account publicly available information, would seriously harm the Association's reputation;
- (iii) the active promotion by the candidate (or any of its Affiliates) of any powerline technology solution in a way that adversely affects or disparages the Association and/or its goals (e.g. by denigrating or criticizing the PRIME technology); or
- (iv) there are concrete indications that the candidate would shortly after admission meet the conditions for suspension or termination of membership, as defined in Article 8 of these Articles of Association.

Admission to the Association as Principal Member or a change from "Regular Member" to "Principal Member" status shall require a decision of the Board of Directors, which can be taken in writing or at a regular meeting.

*Principal Member Admission Requirements:*

Admission or approval can only be refused on the ground that:

- (i) the candidate (including collectively its Affiliates) is not dedicated to the purposes mentioned in subsections (a) and (b) above; or
- (ii) the candidate does not meet the admission criteria determined and approved by the Board of Directors from time to time; or
- (iii) the bad faith of the candidate (or any of its Affiliates), taking into account publicly available information, would seriously harm the Association's reputation; or
- (iv) the active promotion by the candidate (or any of its Affiliates) of any powerline technology solution in a way that adversely affects or disparages the Association and/or its goals (e.g. by denigrating or criticizing the PRIME technology); or
- (v) there are concrete indications that the candidate would shortly after admission meet the conditions for suspension or termination of membership, as defined in Article 8 of these Articles of Association.

If, once admitted, a Principal Member fails to satisfy any of the admission requirements for Principal Members, the Board may vote to switch the Principal Member concerned into a Regular Member without reimbursement of any fees already paid.

Admission shall only become effective after execution of the Participation Agreement and payment of the annual membership fee, as determined in accordance with the provisions of Article 7 of these Articles of Association.

## **ARTICLE 7. FEES**

The Board of Directors shall determine the annual fees for membership and/or participation in the Association in a fair and non-discriminatory manner.

The Board of Directors may, at any time in the course of a year, propose that the General Meeting increase or decrease the membership fees for Principal Members and Regular Members in order to maintain the financial stability and health of the Association. Fee increases and decreases shall apply (i) immediately, to Members that

join the Association after the decision to increase or decrease the fees has been taken, or (ii) for all other Members, as from the first calendar year starting after the year in which the decision to increase or decrease the fees is taken.

Invoicing and collection policies and procedures shall be defined in a financial policy document approved by the Board of Directors.

## **ARTICLE 8. TERMINATION OF MEMBERSHIP**

### **8.1 Grounds for termination**

The membership of any Member shall terminate upon the occurrence of one or more of the conditions set forth in this article.

Upon termination or expiry of a Member's membership, unless expressly provided otherwise, all rights and privileges associated with being a Member of the Association shall come to an end, without prejudice to any rights recognized under applicable law.

#### 8.1.1 Termination due to resignation

A Member may resign from the Association at any time by submitting a resignation letter to the President or Secretary of the Association. The resignation shall be effective upon submission of the resignation letter. No membership fees shall be refunded for the calendar year in which the resignation becomes effective.

#### 8.1.2 Termination due to failure to pay fees

Membership shall terminate upon the failure of a Member to pay any fees within the time periods established by the Board of Directors, subject to the notice and cure provisions set forth in Article 8.2.

#### 8.1.3 Termination due to a material breach of obligations

Subject to the provisions on notice and cure set forth in Article 8.2 below, membership shall terminate upon a material breach by a Member of its obligations for participation in the Association (which include, without being limited thereto, the continued compliance with and the satisfaction of the admission requirements provided under Article 6.3), regardless of whether this is in accordance with the programme of the various Working Groups. The material breach shall be determined by the Board of Directors, by a unanimous vote of the Directors present, and duly ratified by the General Meeting, not counting the vote of the breaching Member at either the General Meeting or the Board meeting, if that Member has appointed a Representative to the Board of Directors. An example of a material breach would be a material failure to observe the rules of conduct determined and revised from time to time by the Board of Directors. Such rules of conduct shall define misconduct as, amongst other things, public disparagement of the Association and conduct which is intended to or which has the effect of undermining the purposes of the Association.

## 8.2 Procedure for Notice and Cure

The decision to terminate membership in accordance with Articles 8.1.2 and 8.1.3 will be taken in accordance with the following procedure:

- a) the Member shall be given fifteen (15) days' notice of the proposed expulsion and notified of the reasons for this action; the notice can be provided by any means reasonably expected to result in actual notice, including electronic means;
- b) the Member shall be given an opportunity to be heard, either orally or in writing, at least ten (10) days before the effective date of expulsion. The hearing shall be held before, or the written statement examined by, the Board of Directors in order to determine if the Member should be expelled;
- c) the Board of Directors shall decide whether the Member should be expelled or sanctioned in some other way; the decision of the Board of Directors shall be final after ratification by the General Meeting;
- d) at the General Meeting, the Member facing expulsion will be heard.

If grounds appear to exist for termination of membership in accordance with Article 8.1.3 or 8.1.2, the Board of Directors can decide to suspend the membership immediately until a final decision is taken in accordance with the procedure set out above.

Notwithstanding this provision, the Board of Directors may unilaterally and without further procedural formalities suspend the exercise of membership rights for non-payment of the fees set by the Board of Directors, within thirty (30) days after they become due and payable, and expel the Member in question sixty (60) days after the fees become due and payable, provided the Member has been notified to this effect at least thirty (30) days in advance. A single notice may be used to notify the Member of the suspension and the possibility of expulsion for nonpayment.

Any judicial or administrative action challenging an expulsion, suspension or termination of membership, including a claim of defective notice, must be commenced within one (1) year after the effective date of the expulsion, suspension, or termination. The foregoing procedure shall not apply to a Member Corporate Transaction, which shall be subject to the provisions of Article 9 below.

## ARTICLE 9. NON-TRANSFERABILITY

No Member may transfer, for value or otherwise, a membership or any rights arising therefrom, and all membership rights shall cease upon the Member's bankruptcy, resignation, expulsion or dissolution. In the event of a merger, restructuring or acquisition of a Member by another entity, the membership rights shall be carried over to the new legal entity (the "**Member Corporate Transaction**") for the purposes of

Article 8.2). In the event membership is transferred along with a business unit, the continuation of membership will depend on whether the Board of Directors authorized the transfer of membership.

## **ARTICLE 10. DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon dissolution or liquidation of the Association, and after all known debts and liabilities of the Association have been paid or adequately settled, the Board of Directors shall transfer the remaining assets and/or intellectual property rights, which are not appropriate for transfer to the general public, such as trademarks or logos, to another organization, as determined by the Board of Directors, whose purpose is similar to the Association's.

## **PART FIVE - INTERNAL ORGANISATION OF THE ASSOCIATION**

### **ARTICLE 11. GENERAL MEETING**

The General Meeting shall have full powers to realize the objectives of the Association, in particular the following exclusive powers:

- a) ratification of the termination of membership in accordance with Article 8.1.3;
- b) ratification of the appointment of members of the Board of Directors;
- c) discharge of members of the Board of Directors;
- d) approval of the accounts and preliminary budget;
- e) dissolution of the Association; and
- f) amendment of these Articles of Association.

General Meetings of all Members that are entitled to attend the General Meeting (including all Principal Members and Regular Members) shall be scheduled from time to time pursuant to a resolution of the Board of Directors, which shall specify the time, place and agenda of the meeting.

At the discretion of the Board of Directors, General Meetings may be held physically or by auditory, documentary or videoconferencing techniques, or any combination thereof, as long as the selected means allow all Members to attend.

#### **11.1 Meetings**

Each year, an annual General Meeting of all Members shall be held for the purpose of approving the annual accounts for the past financial year and the budget for the coming financial year. The following items can be added to the agenda of this Meeting: release from liability of the directors and, if applicable, the auditor(s) and, if necessary, the appointment of the auditor(s).

A special/extraordinary General Meeting can be called by the Board of Directors. In addition a special/extraordinary General Meeting must be called at the request of seventy-five percent (75%) of the Principal Members and/or Regular Members. The

written request shall specify the items to be added to the agenda of the General Meeting.

The General Meeting cannot take decisions on items that are not on the agenda set forth in the notice of the meeting, unless all Members are present or represented at the General Meeting and unanimously decide to vote on such items.

## **11.2 Notice requirements for General Meetings**

### **11.2.1 Notice requirements for General Meetings.**

When the Members are required or permitted to take a decision at a Meeting, written notice of the Meeting shall be given to each Member.

The President of the Board of Directors shall ensure that the notice is promptly sent or provided to the Members. The notice shall state that a General Meeting is to be held at a specified time and place and on a date fixed by the Board of Directors, provided, however, that the General Meeting must be held at least thirty (30) days but no more than ninety (90) days from receipt of the notice (in accordance with Article 11.2.3). The notice shall also specify the agenda for the General Meeting.

### **11.2.2 Notification of certain agenda items**

Approval by the Members of any of the following proposals is valid only if the notice or written waiver of notice mentions the general nature of the proposal(s):

- a) decision to liquidate and dissolve the Association;
- b) approval of a plan to distribute the Association's assets when the Association is in the process of liquidating.

### **11.2.3 Notification formalities**

The notice of any General Meeting of Members shall be sent by the President of the Board of Directors or the latter's representative, such as the General Secretary. The notice must be in writing and sent/provided at least thirty (30) but no more than ninety (90) days before the scheduled date of the General Meeting. The notice shall be delivered in person, sent by first-class registered or certified mail, fax or electronic means, or provided by any other written means, with charges prepaid, to the Representative (and alternate Representative, if the Board of Directors so decides) of each Member, to the address of the Member on file with the Association or to the address indicated by the Member to the Association for this purpose. Each Member is entitled to request that notices only be sent by a specific means (such as registered mail), to the exclusion of all others. Such a request by a Member shall be sent by registered mail to all other Members and shall, unless the Member indicates otherwise, be valid for the duration of that Member's membership.

### **11.3 Quorum**

#### **11.3.1 Required percentage**

Unless otherwise provided herein, fifty percent (50%) of the Principal Members shall constitute a quorum to take decisions at a General Meeting of Members.

Each Member shall be represented either by its main Representative or by one (1) alternate Representative, whose names shall be notified to the Chairman of the Board of Directors, the General Secretary or the Secretary of the Association.

#### **11.3.2 Loss of quorum**

The Regular Members or Principal Members, as the case may be, present at a duly called or held General Meeting for which the abovementioned quorum is initially met may continue to take decisions until adjournment, even if the quorum is no longer met due to the departure of Members, if the decision (other than adjournment) is approved by at least seventy-five percent (75%) of the Members required to form a quorum.

#### **11.3.3 Adjournment and notice of an adjourned meeting**

Any General Meeting, regardless of whether the quorum is met, may be adjourned from time to time by a vote of two-third (2/3) of the Members represented at the Meeting, either in person or by proxy.

No Meeting may be adjourned for more than forty-five (45) days. In the event of an adjournment, a new notice will be sent to each Member authorized to vote (at the Meeting) on the record date of the new Meeting.

At the adjourned Meeting, the Association may transact any business that could have been transacted at the original Meeting.

### **11.4 Voting**

If the required quorum is met, decisions shall be approved by an affirmative vote of two-third (2/3) of the votes represented at the Meeting.

### **11.5 Member decisions**

#### **11.5.1 Member decisions at Meetings**

Each Principal Member and Regular Member shall have one (1) vote on each matter submitted to the Members for a vote.

In the absence of other requirements, voting at General Meetings shall be by a show of

hands, if the Meeting is held in person, or by oral ballot, if held by audio conference, video conference or teleconference. The results shall be duly distributed to all Members by the President within thirty (30) days of the ballot. Written confirmation of any and all ballots shall be kept with the Association's minutes.

#### 11.5.2 Decisions in writing

Except as otherwise provided in these Articles of Association, any decision that may be taken at a General Meeting may be taken without a Meeting or in conjunction with a General Meeting if the Association distributes a written ballot to each Member authorized to vote.

The ballot shall:

- a) set forth the proposed decision and/or list of candidates;
- b) provide an opportunity to select individuals or specify approval or disapproval of each proposal or vote on the candidates, as appropriate;
- c) indicate the number of votes and approval percentage needed to pass the measure; and
- d) specify the date by which the ballot must be received by the Association in order to be counted. The date set shall give the Members a reasonable period of time within which to return the ballots to the Association.

Ballots shall be mailed or otherwise provided in the manner required to give notice of a General Meeting, as specified in these Articles.

Approval of a decision by written ballot shall be valid only if the number of votes cast within the specified time period equals or exceeds the quorum (if it was necessary to be present at the Meeting that would have taken the decision) and if the number of affirmative votes is equal to or greater than the number of votes that would have been necessary to approve the decision at a meeting at which the total number of votes cast is the same as the number of votes cast by ballot.

#### **11.6 Leadership of General Meetings**

General Meetings of Members shall be presided over by the President of the Board of Directors or, in the latter's absence, the (longest serving) Vice-President or, in the absence of both these persons, a chairperson appointed by the Board of Directors.

The Secretary or the General Secretary of the Association shall act as secretary of all General Meetings of Members, although, in his or her absence, the chairperson shall appoint another person to act as secretary.

General Meetings shall be governed by the rules approved from time to time by the Board of Directors, insofar as such rules are not inconsistent and do not conflict with these Articles of Association or with any applicable statutory provisions.

The resolutions passed will be brought to the attention of the Members by posting them on the private section of the Association's website within a period of one month following the General Meeting.

## **ARTICLE 12. BOARD OF DIRECTORS**

### **12.1 Powers**

Without prejudice to the restrictions set forth in these Articles of Association and to the duties of Directors described herein, all corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association controlled by, the Board of Directors.

The Board of Directors shall have the power to select and remove all officers, agents and contracting parties and to fix their reasonable compensation, authorize and empower officers or agents to enter into contracts and other commitments on behalf of the Association, and appoint and delegate responsibilities and authority to committees, officers and agents.

The Association shall be validly represented in all acts towards third parties, including before the courts, by two Directors acting jointly, who shall not be obliged to submit proof to third parties of a prior board decision on the matter. However, internally, the two Directors should obtain the prior consent of the Board of Directors for actions with respect to third parties. The General Secretary of the Association can certify the adoption of decisions by the Board of Directors.

The Board of Directors is entrusted with the management of the Association and has all administrative powers, without prejudice to the General Meeting's exclusive powers, including without limitation:

- a) general policy and management of the Association, including approval of the policy of the Working Groups,
- b) supervision of the Association's activities,
- c) support of the Working Groups and ensuring that their activities coincide with the interests of the Association,
- d) the collection of funds,
- e) preparation of the annual report, budget and accounts to be presented to the General Meeting,
- f) appointment of the President, Secretary, General Secretary, CFO/Treasurer and Vice-President(s).

### **12.2 Composition of the Board of Directors**

#### **12.2.1 Number of Directors, appointment and elections**

- a) The Board of Directors shall be composed of a minimum of three (3) Directors up to a maximum of nineteen (19) Directors, who must be Representatives of Principal

Members. The Board of Directors shall determine the number of available Director seats, taking into account that each Founder Member has the right to appoint one (1) Representative as Director for so long as any such Founder Member remains as a Principal Member.

b) Each Founder Member that is a Principal Member has the right to appoint one (1) Representative as Director, which shall serve a renewable two-year term.

The remainder of the available seats in the Board of Directors are available to the Representatives of the other Principal Members who are not Founder Members.

When Director seats become available, the Board of Directors shall notify all Principal Members (other than the Founder Members) hereof. The latter shall then send to the President its proposed candidate Director for appointment, indicating the full name, domicile address, phone and email information, citizenship and a copy of the passport of the candidate Director.

The Board of Directors shall then decide at its next meeting who shall be appointed as Director in accordance with Article 12.3 of these Articles of Association. The appointments shall be for a term equal to the remaining term of office of the Directors representing the Founder Members. In the event of a tie between two (2) or more candidate-Directors, the President of the Board of Directors shall have the tie-breaking vote.

Upon the election of a Director to the Board of Directors, each represented Principal Member may designate one (1) Alternate Director for the same term as the Director.

c) A Principal Member can replace its Representative serving as Director or Alternate Director by notification to the President and Secretary. Such replacement Representative shall end the term of office of the Director or Alternate Director he or she replaces.

#### 12.2.2 Alternate Directors

The following provisions shall apply to Alternate Directors.

##### 12.2.2.1 Voting

Each Director shall have an alternate to serve as Director in the event of the death, resignation, removal or absence of the Director; this person shall be referred to as the **“Alternate Director.”**

When serving as Director, the Alternate Director shall have all the rights, privileges and responsibilities of the Director. Alternate Directors shall be entitled to attend all regular and special meetings of the Board of Directors and shall exercise all rights (including voting rights) of the Director, in the latter's absence.

#### 12.2.2.2 Role of the Alternate Director

If an Alternate Director is filling in for an absent Director, the regular Director shall regain all of his or her rights, privileges and responsibilities at the end of his or her absence. If the Alternate Director is serving as Director due to the death, resignation or removal of the Director, the Alternate Director shall immediately become a Director, and the corresponding position of Alternate Director shall become vacant.

#### 12.2.2.3 Application of these Articles

Unless provided otherwise, all provisions of these Articles shall apply in the same way to both Directors and Alternate Directors.

#### 12.2.3 Vacancies

The following events shall result in automatic termination of an individual's Director or Alternate Director status:

- a) termination of the Director's / Alternate Director's employment with or authority to represent the Principal Member by which s/he was employed or as whose authorized Representative s/he served; and/or
- b) a resolution by the Board of Directors terminating the Director / Alternate Director for cause, as defined in Article 12.7; and/or
- c) termination of the membership, in accordance with Article 8, of the Principal Member that appointed the Director / Alternate Director.

Any vacancy on the Board of Directors shall be filled pursuant to this Article 12.2.

If there is a Director vacancy which is not filled by an Alternate Director and/or upon the vacancy of an Alternate Director, the Principal Member concerned shall have sixty (60) calendar days from the date of notification of the vacancy by the Association to appoint a replacement Director and/or Alternate Director to the Board of Directors for the remaining term. If the Principal Member fails or refuses to make such an appointment within the abovementioned period of sixty (60) calendar days, the Board of Directors may fill the vacancy for the remainder of the term.

Any vacancies created by failure of a Principal Member to renew its membership may be filled by the Board of Directors.

### **12.3 Meetings**

#### 12.3.1 Place of meetings

Meetings of the Board of Directors may be held at any place indicated at any time by the Board of Directors or in the notice from the President.

### 12.3.2 Calling of meetings

Meetings of the Board of Directors, for any purpose or purposes, may be called at any time by the President of the Board of Directors, the Secretary or General Secretary of the Association, or by 50% of the Directors.

### 12.3.3 Notice of meetings and attendance

A notice indicating the time and place of each meeting of the Board of Directors, as well as the agenda for the meeting, not fixed by an express provision of these Articles or by a resolution of the Board of Directors, shall be provided to each Director at least seven (7) calendar days before the meeting.

### 12.3.4 Consent to meetings

The acts of the Board of Directors at any meeting, however requested and called and wherever held, shall have the same validity as if they had been accomplished at a meeting duly held after a request and notification if a quorum is present and if, either before or after the meeting, each Director not present: (a) signs a waiver of notice, (b) consents in writing to the holding of the meeting, or (c) approves the minutes of the meeting.

A Director who attends the meeting without objection prior thereto or at the start thereof shall be conclusively deemed to have consented to the holding of the meeting and to have waived his or her right to raise the lack of notice issue. Any such written waiver, consent or approval shall be kept by the company and mentioned in the minutes of the meeting.

### 12.3.5 Approval procedure

All decisions to be adopted by the Board of Directors must be approved by at least seventy-five percent (75%) of the Directors present at the meeting, unless these Articles provide otherwise and except with regard to decisions on admission of new Regular Members which shall require the approval of at least fifty percent (50%) of the Directors present at the meeting.

Nevertheless, any decision requested or permitted to be taken by the Board of Directors may be adopted without a meeting if all Directors individually or collectively approve the decision in writing. The written consent forms shall be kept with the minutes of the meeting. This type of decision-making in writing shall have the same force and effect as a unanimous vote of the Directors.

### 12.3.6 Teleconferencing

Directors may participate in a meeting through teleconferencing or similar means, provided all Directors participating in the meeting can hear one another. Participation in a meeting by telephone or through similar communications equipment shall

constitute physical presence at the meeting.

#### 12.3.7 Quorum

A majority of seventy-five percent (75%) of the Directors in office shall be necessary to constitute a quorum to take decisions, except to adjourn as indicated below.

#### 12.3.8 Adjournment

A majority of the Directors present, regardless of whether a quorum is met, may adjourn any meeting in order to meet again at another time or place. If a meeting of the Board of Directors is adjourned for more than forty-eight (48) hours, those Directors who were not present at the first meeting shall be notified of the adjournment.

#### 12.3.9 Making public of resolutions to Members

The resolutions will be brought to the attention of the Members by posting them on the private section of the Association's website within one month from the meeting of the Board of Directors.

### **12.4 Fees and compensation**

Directors shall serve without compensation but may, further to a resolution of the Board of Directors, be reimbursed for reasonable expenses incurred while acting on behalf of the Association.

No provision of these Articles shall be construed as precluding any Director from serving the Association in any other capacity as officer, agent, employee or otherwise and receiving remuneration to this end, provided the remuneration is approved by the Board of Directors.

### **12.5 Standard of conduct**

A Director (and Alternate Director, if applicable) shall perform the duties of Director, including duties as a member of any Working Group on which the Director may serve, in good faith, in the manner that the Director believes to be in the best interest of the Association and with the degree of care, including a reasonable duty to inquire, expected of a similarly situated reasonably prudent person under the circumstances.

In performing these duties, a Director or Alternate Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) one or more officers or employees of the Association whom the Director believes to be reliable and competent in the matters presented;
- b) a legal advisor, independent accountant or other professional, for matters which

the Director believes to be within that person's professional skills or expertise.

### **12.6 Self-dealing contracts and transactions**

For the purposes of this article, a “self-dealing contract” shall mean any contract or transaction:

- a) between the Association and one or more of its Directors, or between the Association and any company, firm or association in which one or more of its Directors has a material financial interest; or
- b) between the Association and a company, firm or association of which one or more directors are also Directors of the Association (collectively, “**Interested Director(s)**”).

No self-dealing contract shall be void or voidable simply because the Interested Director(s) or related company, firm or association is a party thereto or because the Interested Director(s) is present at the meeting of the Board of Directors authorizing, approving or ratifying the contract if:

- a) all material facts were fully disclosed or otherwise known to the Principal Members and the self-dealing contract was approved in good faith by the Principal Members, implying, amongst other things that the Interested Director(s) abstained from voting;
- b) all material facts were fully disclosed or otherwise known to the Board of Directors and the Board of Directors authorized, approved, or ratified the self-dealing contract in good faith (implying that the Interested Director(s) abstained from voting) and, for a self-dealing contract such as that described above, the Board or committee resolves and finds that the contract is just and reasonable at the time it is authorized, approved or ratified; or
- c) the person claiming the validity of the self-dealing contract bears the burden of proving that the contract was just and reasonable for the Association at the time it was authorized, approved or ratified.

Interested Director(s) may be counted in determining the existence of a quorum at a Meeting of the Board of Directors which authorizes, approves or ratifies a contract or transaction.

### **12.7 Resignation and removal**

A Director or Alternate Director may resign at any time by giving written notice to this effect to the Board of Directors, the President or Secretary of the Association.

A Director and/or Alternate Director may be removed from office further to a resolution of the Board of Directors terminating the Director for any of the following, all of which justify removal for cause:

- a) four (4) or more unexcused absences from Board meetings during the course of any year;
- b) conviction or entry of a guilty plea by the Director or Alternate Director for a crime;
- c) intentional breach of fiduciary duties by the Director or Alternate Director;
- d) public disparagement or ridicule of the Association by the Director or Alternate Director; or
- e) gross mismanagement or waste by the Director or Alternate Director.

Upon termination of a Director or Alternate Director or if there is otherwise a vacancy on the Board of Directors, the vacancy may be filled pursuant to Article 12.2.3.

## **ARTICLE 13. OFFICERS**

### **13.1 Officers**

The main officers of the Association are the President, Vice President, Chief Financial Officer/Treasurer, Secretary and such other officers as the Board of Directors may appoint. One person may hold two or more offices.

Officers of the Association shall be any person appointed by the Board of Directors and, except for the office of President, there is no provision of these Articles requiring such individuals to be a Director, employee or duly authorized Representative of any Member of the Association.

### **13.2 Election**

The officers of the Association shall be appointed by the Board of Directors in accordance with this clause. Each officer shall remain in office for a term of one (1) year, or until he or she resigns, is removed or his or her successor is elected and empowered to serve.

### **13.3 Removal and resignation**

An officer may be removed from office at any time, either with or without cause, by the Board of Directors or by any officer upon whom such power may be conferred by the Board of Directors, within the limits and in accordance with the provisions of applicable law.

An officer may resign at any time by giving written notice to the Board of Directors or to the Secretary of the Association. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein and, unless specified otherwise therein, acceptance of the resignation shall not be necessary to make it effective. The resignation shall not prejudice the rights of the Association under any contract to which the officer is a party.

### **13.4 Vacancies**

A vacancy in any office due to death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors for the remainder of the term.

### **13.5 President/CEO**

The President of the Board of Directors shall also serve as Chief Executive Officer.

Subject to oversight by the Board of Directors, the President is responsible for daily management and shall be entrusted with general supervision, management and oversight of the Association's business and affairs. The President shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President shall be a member of the Board of Directors and chair all meetings of the Board of Directors.

With respect to daily management, the Association shall be validly represented in all actions towards third parties, including before the courts, by the President.

In particular, the President shall:

- a) schedule and set up meetings;
- b) facilitate communication between Members, including the provision of timely notices of meetings;
- c) liaise with other consortia or associations with which the Association may choose to enter into contact;
- d) provide Members in a timely manner with copies of minutes, summaries and other reports regarding the Association's activities;
- e) receive and process Participation Agreements and execute them on behalf of the Association; and
- f) in general, perform all duties related to the office of executive director and any other duties that may be assigned to him or her from time to time by the Board of Directors.

The President of the Board of Directors shall vote during the meetings of the Board of Directors as the Representative of the Member s/he represents and will have no other vote as President, unless specified otherwise in these Articles.

### **13.6 Vice President**

In the absence of the President, or in the event the President is unable or refuses to act, the Vice President shall perform the duties of the President and, in doing so, shall have all the powers of, and be subject to the same restrictions as, the President.

The Vice President shall have any other such powers and duties as may be indicated from time to time by the Board of Directors or the President. There shall be no limit on the number of Vice Presidents that may be appointed by the Board of Directors.

### **13.7 Chief Financial Officer/Treasurer**

When applicable under applicable law, the duties of the Treasurer shall be the following:

- a) take charge and custody of, and be responsible for, all funds and securities of the Association and deposit all such funds in the name of the Association in such banks, trust companies, or other depository institutions selected by the Board of Directors;
- b) receive, and give receipt for, monies due and payable to the Association from any source whatsoever;
- c) disburse, or cause to be disbursed, the funds of the Association as instructed by the Board of Directors, receiving proper vouchers for such disbursements;
- d) keep and maintain adequate and correct accounts of the Association's business transactions, including its assets, liabilities, receipts, disbursements, profits and losses;
- e) present at all reasonable times the books of account and financial records to any Director, or to his or her agent or attorney, upon request;
- f) render to the President and Directors, when so requested, an account of any or all of his or her transactions as Treasurer and of the Association's financial situation;
- g) prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and
- h) in general, perform all duties incident to the office of Treasurer and other such duties as may be assigned to him or her from time to time by the Board of Directors.

### **13.8 Secretary**

The Secretary shall:

- a) certify and keep the original, or a copy, of these Articles of Association, as amended or otherwise altered to date;
- b) keep a file containing the minutes of all meetings of the Board of Directors and General Meetings and, if applicable, meetings of Working Groups, recording therein the time and place of the meeting, whether it was a regular or special meeting, how the meeting was called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies;
- c) ensure that all notices are duly given in accordance with the provisions of these Articles of Association;
- d) keep a membership book containing the name and address of each Member and, if a membership has been terminated, record this fact in the membership book

- together with the date on which membership ceased;
- e) present at all reasonable times to any Member, or to the Member's agent or attorney, upon request, the Articles of Association, membership book, and minutes of the Association's General Meetings; and
  - f) in general, perform all duties incident to the office of Secretary and other such duties as may be required by law or that may be assigned to him or her from time to time by the Board of Directors.

#### **ARTICLE 14. GENERAL SECRETARY**

While not considered an Officer of the Association, the General Secretary of the Association shall, in order to assist the President or Vice President(s), perform such undertakings as are necessary to manage the day-to-day needs of the Association, including:

- (1) schedule and set up meetings;
- (2) facilitate communication between Members, including provide timely notices of meetings;
- (3) liaise with other consortia or associations with which the Association may choose to associate, as instructed by the Board of Directors;
- (4) provide Members with timely minutes, summaries and other reports with respect to the activities of the Association, as may be prepared by the Secretary or the General Secretary;
- (5) receive and process Participation Agreements and execute them on behalf of the Association; and
- (6) perform all duties incident to the office of General Secretary and other such duties as may be required by law or these Articles of Association, or which may be assigned to him or her from time to time by the Board of Directors.

The General Secretary may call upon third parties to carry out the activities described in this Article 14, provided the General Secretary enters into appropriate agreements protecting the Association and ensures compliance with the terms and conditions of these Articles, including confidentiality obligations.

Articles 13.2, 13.3 and 13.4 of these Articles of Association shall apply to the General Secretary *mutatis mutandis*.

#### **ARTICLE 15. WORKING GROUPS**

##### **15.1 Creation of Working Groups**

The Association shall set up issue- and task-specific Working Groups as indicated at any time by the Board of Directors (“**Working Groups**”).

The Association shall at least have a permanent Technical Working Group and a permanent Promotion Working Group.

The Board of Directors may create new Working Groups. In this regard, the Board of Directors shall:

- a) approve or disapprove the formation of each Working Group;
- b) approve or disapprove the charter of these Working Groups; and
- c) appoint the first chairperson and any replacement chairperson of each Working Group from amongst the Representatives of the Principal Members or, if no Principal Member volunteers, from amongst the Representatives of the Regular Members.

The Board of Directors shall appoint the chairperson of each Working Group, including replacements, provided however that Principal Members are given preference if they express an interest in having their Representatives chair the various Working Groups.

### **15.2 Composition of the Working Groups**

All individual participants in the Working Groups must be Representatives of Principal or Regular Members. The Working Groups are open to all Representatives of Principal or Regular Members.

### **15.3 Meetings of the Working Groups**

Notices of meetings and activities of the Working Groups shall be given, held and taken in accordance with written Working Groups procedures, applicable to all Working Groups, to be adopted by the Board of Directors and amended from time to time.

Upon the establishment of a Working Group, that Working Group may, through its chairperson, propose specific procedures to govern its activities. These specific procedures shall be subject to ratification and modification by the Board of Directors.

Specific procedures of the Working Group that are not otherwise incorporated into the general Working Group procedures adopted by the Board of Directors shall apply only to the Working Groups that propose such procedures.

Notwithstanding the possibility of each Working Group to establish its own internal procedure, notice of the time and place of each meeting of a Working Group, as well as the agenda for the meeting, shall be given to each Member at least three (3) working days before the date of the meeting, if given in person, by telephone or by electronic means including email, and at least four (4) working days before the date of the meeting if sent by priority mail.

### **15.4 Approval of Working Group Deliverables**

When a Working Group agrees that a Proposed Specification is ready for final approval, it may request the Board of Directors to approve the Proposed Specification as a final deliverable or Adopted Specification in accordance with the Association's IPR Policy. If a Proposed Specification is not approved by the Board of Directors, then it is

returned to the proposing Working Group with comments for resolution within the proposing Working Group.

## **PART SIX - EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **ARTICLE 16. EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Articles, may, by resolution, authorize any officer or person to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association; such authority may be general or restricted to specific matters.

Unless so authorized or indicated otherwise in these Articles, no officer shall have any power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or render the Association monetarily liable for any purpose or any amount.

### **ARTICLE 17. CHECKS AND NOTES**

Notwithstanding the provisions of Article 12.1 and except as otherwise specifically determined by a resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money and other evidence of indebtedness of the Association with an aggregate value of less than twenty thousand euros (€20,000) over any quarter may be approved for payment by the President, the General Secretary or the Treasurer.

Notwithstanding the provisions of Article 12.1, checks, drafts, promissory notes, orders for the payment of money and other evidence of indebtedness with an aggregate value of more than twenty thousand euros (€20,000) shall be approved for payment by of two (2) or more of the abovementioned officers and in accordance with the financial policy of the Association as approved by the Board of Directors.

### **ARTICLE 18. DEPOSITS**

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depository institutions as the Board of Directors may select.

## **PART SEVEN - RECORDS AND REPORTS**

### **ARTICLE 19. RECORDS**

The Association shall keep:

- a) minutes of all meetings of the Board of Directors, all meetings of Working Groups and all General Meetings or meetings of Members, indicating the time and place of

- the meeting, whether the meeting is regular or special, how the meeting was called, the notice given, the names of those present and the proceedings thereof including all proxies;
- b) adequate and correct books and records of account, including accounts of its properties and business transactions, its assets, liabilities, receipts, disbursements, profit and losses;
  - c) a record of its Members, if any, indicating their names and addresses and, if applicable, the category of membership of each Member and the termination date of any membership; and
  - d) a copy of the Articles of Association, as amended to date, which shall be made available to inspection by the Members.

#### **ARTICLE 20. INSPECTION RIGHTS**

Subject to any confidentiality and nondisclosure requirements the Board of Directors may reasonably deem appropriate, or restrictions imposed by any confidentiality or nondisclosure agreement concerning any particular record, book or document, all Members shall have an absolute right at any reasonable time to inspect and copy all of the Association's books, records and documents of any kind and to inspect the Association's real property.

#### **ARTICLE 21. AMENDMENT OF THE ARTICLES OF ASSOCIATION**

Unless otherwise provided herein, these Articles may only be altered, amended, or repealed, and new articles adopted, with the approval of a 75% majority of all Members present or represented at a General Meeting at which a 75% quorum is met, except for a change of the registered office within the Brussels region with regard to which the general quorum and voting requirements shall apply. The Association must provide notice of any General Meeting at which an amendment is to be approved. The notice must be in accordance with the provisions of Article 11.2 of these Articles. The notice must also state that the (or a) purpose of the meeting is to consider a proposed amendment to these Articles and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment

### **PART EIGHT - FINANCIAL YEAR AND ACCOUNTS**

#### **ARTICLE 22. FINANCIAL YEAR**

The financial year starts to run on 1 January and ends on 31 December of each year.

#### **ARTICLE 23. ANNUAL ACCOUNTS AND BUDGET - AUDIT**

The Board of Directors shall prepare the annual accounts at the close of each financial year and draw up the budget for the coming financial year.

The annual accounts shall be submitted to the General Meeting for approval within six months following the close of the financial year to which they relate. Within thirty days of their approval by the General Meeting, the Board of Directors shall file the annual accounts with the clerk's office of the competent commercial court.

If so required by law, supervision of the Association's financial situation, annual accounts and the regularity of the transactions mentioned therein shall be entrusted to one or more auditors (*commissaires*) appointed by the General Meeting from amongst the members of the Institute of Company Auditors (*Institut des Réviseurs d'Entreprises*).

The auditors, jointly or severally, shall have an unlimited right to inspect and audit all transactions of the Association. They may inspect the books, correspondence, minutes and, in general, all other documents and papers of the Association at the latter's premises.

The auditor shall provide the Board of Directors with a report on the annual accounts, which the Board of Directors shall submit to the General Meeting called to approve the same.

## **PART NINE - MISCELLANEOUS**

### **ARTICLE 24. LANGUAGE**

The official language of the Association is French.

The working language of the Association shall be English. If decisions or documents of the Association must be published in the annexes to the *Belgian State Gazette*, filed with the clerk's office of the competent commercial court or made public in any other way, the Board of Directors shall have the authority to make a French translation of the relevant decision or document for administrative purposes.