

BYLAWS

OF

ROEV ASSOCIATION, INC.

A Delaware Nonprofit Non-stock Corporation

**ARTICLE I.
NAME, OFFICES AND STATUS**

Section 1.1 Name.

The name of this corporation is ROEV Association, Inc. (hereinafter referred to as the “Association”).

Section 1.2 Principal Office.

The principal office of the Association shall be located at 2400 Camino Ramon, Suite 375, San Ramon, County of Contra Costa, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.3 Other Offices.

The Association may also have offices at such other places, within or without of the State of Delaware, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

Section 1.4 Nonprofit Status.

The Association shall be a nonprofit corporation and is not empowered to and shall not engage directly or indirectly in any activity, including distribution of its assets upon dissolution to any private individual, that would invalidate its status as an organization exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the “Code”), by virtue of being an organization described in section 501(c)(6) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

**ARTICLE II.
PURPOSE**

The Association is a nonprofit non-stock corporation organized under the Delaware General Corporation Law and operated exclusively for purposes permitted for organizations described in section 501(c)(6) of the Code and, including, but not limited to:

- Designing, publishing, and advocating industry protocols, which include but are not limited to systems interfaces and token standards, to permit electric vehicle drivers to use a single access card to charge vehicles at charging stations operated by multiple EV charging networks;
- Creating one or more interoperable marks to be placed by Association Participants on their Access Cards, EV charging stations, or marketing collateral as an indicator that a Participant’s products and services comply with system interfaces and token standards developed according to actions of the Association;
- Providing a neutral forum to facilitate collaboration among Participants of the Association and enable delivery of the solutions required;
- Driving the rapid adoption of Association enabled solutions by developers and users of related products and services;

- Educating the business, media, analyst, and user communities on the value, benefits and applications for the Association’s output;
- Maintaining relationships and liaisons with educational institutions, government research institutes, other technology consortia, and other third parties to enable their support and contribution to the work of the Association; and
- Fostering competition in the marketplace and observing all applicable antitrust laws and regulations.

ARTICLE III. DEFINITIONS

Section 3.1 “Affiliate”

“Affiliate” shall mean a corporation, company or other entity that owns or controls a Participant, or is owned or controlled by a Participant or is under common control with a Participant, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For the purposes of this definition “own or controls” means owning or controlling, directly or indirectly, more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) or more than fifty percent (50%) of ownership interest representing the right to make the decisions for such corporation, company or other entity.

Section 3.2 “Associate”

“Associate” shall mean a Participant without voting rights. Associates are not considered “members” or holders of “membership” within the meaning of the Delaware General Corporation Law as it applies to non-stock corporations.

Section 3.3 “Board” and “Board of Directors”

“Board” and “Board of Directors” shall mean the board of directors of the Association constituted in accordance with these Bylaws.

Section 3.4 “Board Committee”

“Board Committee” shall mean a committee of directors created by the Board of Directors and delegated Board authority pursuant to Section 6.12.

Section 3.5 “Committee”

“Committee” shall mean a non-Board Committee created by the Board to perform general or special duties pertaining to the Association’s management, activities, or affairs, pursuant to Article VIII.

Section 3.6 “Deliverable”

“Deliverable” shall mean any recommendation submitted by a Committee to the Board of Directors for approval as a Deliverable of the Association. Such term shall include, but not be limited to, Specifications.

Section 3.7 “Designated Director”

“Designated Director” shall have the meaning set forth in Section 6.3.

Section 3.8 “Director”

“Director” shall mean a person designated to the Board of Directors and serving in accordance with Article VI.

Section 3.9 “Executive Director”

“Executive Director” shall mean a contractor of the Association whose duties and responsibilities are set forth in Section 7.9. The Executive Director shall be an individual who is not a member of the Board of Directors.

Section 3.10 “IP Policy”

“IP Policy” shall mean the policy entitled “ROEV Association, Inc. Intellectual Property Policy” as adopted by the Board of Directors, as it shall be amended from time to time in accordance with such IP Policy and these Bylaws.

Section 3.11 “Member”

“Member” shall mean a Participant with voting rights and shall be a “member” and holder of “membership” within the meaning of Delaware General Corporation Law as it applies to non-stock corporations. Members are the only “members” of the Association within the meaning of the Delaware General Corporation Law.

Section 3.12 “Officer”

“Officer” shall mean a Member’s representative who has been elected to serve as an officer of the Association in accordance with Section 7.2.

Section 3.13 “Participant”

“Participant” shall mean all the Associates and Members collectively or if the context requires, any specific Associate or Member.

Section 3.14 “Participation Agreement”

“Participation Agreement” shall mean the applicable Member Participation Agreement, Associate Participation Agreements, or Agreement for other classes of Participants, each as approved by the Board of Directors of the Association and applicable to the Participant in the context of each use of that term herein.

Section 3.15 “Work Group”

“Work Group” shall mean a non-Board work group created by the Board or a Committee to perform general or special duties pertaining to the Association’s management, activities, or affairs, pursuant to Article VIII.

ARTICLE IV. PARTICIPANTS

Section 4.1 Participation Qualifications.

The qualifications for participation in the Association are as follows: (i) the applicant must be a business entity or other legal entity competent to be bound by these Bylaws and all other agreements and undertakings required for participation in the Association as a Member or Associate or such other class of participation approved by the Board of Directors; (ii) the applicant must be supportive of the Association's purposes, as acknowledged and agreed to in the applicable Participation Agreement; (iii) the applicant must not otherwise be prohibited by treaty, law, or regulation from abiding in any material respect by the terms of these Bylaws or the other agreements and undertakings required for participation in the Association; and (iv) the applicant must pay the then-current annual dues applicable upon admission as a Participant and remain current on such dues thereafter. Applicants for participation as a Member must be either a manufacturer of electric vehicle charging stations, an operator of an electric vehicle charging station network, or an auto manufacturer or distributor. Except for the foregoing requirements and other express requirements set forth in these Bylaws, there shall be no other requirements for admission of any Participant to the Association.

Section 4.2 Classes of Members.

There shall be only one class of Members in the Association and such Members shall be known as "Members". The initial five (5) Members shall be referred to as the "Founding Members". Each Founding Member shall have a seat on the Board of Directors in perpetuity so long as the Founding Member remains in good standing. Except as expressly provided in or authorized by the respective Participation Agreement, the Certificate of Incorporation, these Bylaws, or provisions of law, Members shall have the rights, privileges, restrictions, and conditions established by the Board of Directors in accordance with these Bylaws. All Members are required to abide by these Bylaws as a condition to remaining Members.

Section 4.3 Member Rights.

All Members must execute a Member Participation Agreement, in the form approved by the Board of Directors, and pay the fees called for therein for Members. Following the execution of a Member Participation Agreement and payment of all applicable fees, and for so long as such agreement shall remain in effect, each Member shall be entitled to all rights and bound by all obligations stated therein. In addition, the Members shall each have the following rights provided that rights of approval through Board action are collective rights in accordance with the terms of these Bylaws:

- a) Eligibility for a seat on the Board of Directors or to nominate for a seat on the Board of Directors in accordance with Section 6.2;
- b) Eligibility to request the formation of, participate in, vote and chair Committees;
- c) Eligibility to request the formation of, participate in, vote and chair Work Groups;
- d) Eligibility to contribute to Deliverables and access Deliverables;
- e) Eligibility to complete compliant program processes;
- f) Eligibility to use Association and/or the Association's certification logo subject to usage guidelines and requirements set forth in the certification mark license agreement;
- g) Eligibility to access Participant-only website;

- h) Eligibility to participate in general or annual meetings of the Members and Participants; and
- i) Eligibility to receive Association communications.

In addition to the foregoing, the Board of Directors, in accordance with Section 6.7.7, may from time to time approve other benefits to which Members may be entitled.

Section 4.4 Number of Members.

There is no limit on the number of Members the Association may admit.

Section 4.5 Admission of Members.

The Founding Members may be admitted by the incorporator prior to the first organizational meeting of the Association. Other applicants applying for participation as a Member shall be admitted as a Member if:

- a) Such applicant has executed a Member Participation Agreement;
- b) Payment has been made by such applicant of the applicable annual dues as specified in the Participation Agreement; and
- c) Approval of the admission of such Member by the Board of Directors.

Section 4.6 Associates.

The Association may, pursuant to resolutions adopted by the Board of Directors, have one or more classes of Associates. Such classes of Associates may be referred to by any designation given to them by the Board of Directors; however no such classes of Associates shall be considered “members” within the meaning of the Delaware General Corporation Law as it applies to non-stock corporations.

All Associates must execute an Associate Participation Agreement, in a form approved by the Board of Directors, and pay the fees called for therein. Following execution of an Associate Participation Agreement and payment of all applicable fees, and for so long as such agreement shall remain in effect, each Associate shall be entitled to all rights and privileges as defined by the Board of Directors and bound by all obligations stated therein.

Associates shall have only the rights and privileges specifically given to them by the resolutions adopted by the Board of Directors and identified in the Association Participation Agreement, and shall be subject to any conditions imposed thereon by the Board of Directors. Associates shall not be entitled to any voting rights with respect to the business or proceedings of the Association, including without limitation, any matters relating to the adoption of a Deliverable or any other matters presented to the Association and/or the Members for voting or election.

Section 4.7 Number of Associates.

There is no limit on the number of Associates the Association may admit.

Section 4.8 Admission of Associates.

Subject to Section 4.1, an applicant applying for participation as an Associate shall be admitted if:

- a) Such applicant has executed an Associate Participation Agreement as applicable; and

- b) Payment has been made by such applicant of the applicable annual dues as specified in the Associate Participation Agreement.

Section 4.9 Participant Fees and Dues.

The annual dues payable to the Association by Participants shall be established and may be changed from time to time, by class and on a prospective basis, by the Board of Directors in accordance with these Bylaws. Initial dues shall be due and payable upon execution of an applicable Participation Agreement according to terms defined in the applicable Participation Agreement. In addition to the termination provisions of Section 4.13.1, any Participant that is delinquent in the payment of any dues shall be deemed suspended upon written notice from the Association until all delinquent dues are paid.

Section 4.10 Participant Roll.

The Association shall keep a roll containing the name and address of each Participant, the date upon which the applicant became a Participant, and the name and contact information of one (1) individual from each Participant organization who shall serve as a primary contact for the Association, receive all correspondence, notices and information, distribute such correspondence, notices and information within his or her organization, and in the case of Members, vote on all issues submitted to a vote of the Members. Termination of the participation of any Participant shall be recorded in the roll, together with the date of termination of such Participant. Such roll shall be kept at the Association's principal office. Participation in the Association may be a matter of public record; however, lists of Participants will not be sold or otherwise be made available to third parties. The Association will ensure compliance with all applicable data privacy regulations with respect to maintaining the roll.

The Association shall use addresses and other contact information provided by Participant on their Participation Agreements. If the address or other contact information of a Participant changes, it shall be the responsibility of the Participant to provide the Association with updated information.

Section 4.11 Non-liability of Participants.

No Participant of this Association, as such, shall be individually liable for the debts, liabilities, or obligations of the Association.

The Association may levy dues, assessments or fees upon its Participants, but a Participant upon notice of any such dues, assessments, or fees may avoid liability therefor by resigning from Association within ninety (90) days of such notification, except where the Participant is, by contract or otherwise, liable for such dues, assessments or fees. No provision of the Certificate of Incorporation or Bylaws authorizing such dues, assessments or fees shall, of itself, create such liability.

Section 4.12 Transferability of Participation.

Except to Affiliates, a Participant shall not be permitted to assign its Participation Agreement without prior written approval by the Board of Directors and any purported assignment without such written approval shall be null and void *ab initio*. For purposes of this Section 4.12 an "assignment" shall be deemed to include any transfer by operation of law, such as to a successor in interest in connection with a merger, unless the Participant involved in such transfer is the surviving entity following such transfer or the surviving entity affirmatively assumes the Participant's duties and obligation under the acquired Participant's Participation Agreement.

Section 4.13 Termination of Participation.

The participation of a Participant shall terminate upon the occurrence of any of the following events:

Section 4.13.1 Failure to Renew Membership.

Upon a failure to initiate or renew participation by paying any required dues on or before their due date (as set forth in the applicable Participation Agreement), such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Participant by the Association. A Participant may avoid such termination by paying the amount of delinquent dues within the thirty (30) day period following the Participant's receipt of the written notification of delinquency from the Association.

Section 4.13.2 Resignation.

Upon written notice from the Participant of its resignation compliant with the provisions of the Participation Agreement. For clarity, the effective date of resignation is the date of notice to the Association.

Section 4.13.3 Violation of Policies or Duties of Participation.

A Participant may be expelled from the Association if the Disinterested Directors determine in accordance with Section 6.7.7, after affording the Participant in question the right to be heard on the issue, that the Participant has violated any material provision of these Bylaws, the relevant Participation Agreement, or other policies and procedures of the Association that have been duly approved by the Board of Directors, including the requirements for participation as stated in Section 4.1, and failed to cure such violation.

For purposes of this Section 4.13.3, a "Disinterested Director" is a Director who is not a Designated Director of the Participant whose membership is the subject of the vote for termination.

Section 4.13.4 Participant Dissolution, Acquisition, Merger or Other Change.

A Participant's participation shall automatically and without requirement of action by the Association terminate in the event that a Participant (i) merges with a non- Participant (unless the Participant is the surviving entity following such merger or the surviving entity affirmatively assumes the Participant's duties and obligation under the acquired Participant's Participation Agreement), (ii) is acquired by a non-Participant, and such Participant is dissolved or otherwise ceases to exist as a separate entity as a result of the acquisition (unless the non-Participant affirmatively assumes the Participant's duties and obligation under the acquired Participant's Participation Agreement), (iii) for any other reason such Participant dissolves, or (iv) Participant changes in a manner such that it no longer complies with all requirements of Section 4.1 relevant to its class of participation in the Association. In the event that two (2) or more Participant organizations are merged or a Participant organization is acquired by another Participant organization, the resulting entity shall have only one (1) membership. Participants must notify the Association as to which party will continue as a Participant within five (5) days of the completion of the acquisition or merger.

Section 4.14 Rights of Participation.

Except as otherwise provided in these Bylaws or any other agreement or document of the Association, all rights in the Association shall cease on termination of the Participation Agreement. No Participant shall receive any refund of dues already paid for the current dues period upon termination.

Section 4.15 Distribution of Assets upon Dissolution.

Upon a dissolution of this Association, and after all of the known debts and liabilities of this Association have been paid or adequately provided for in accordance with applicable state and federal corporate laws, any remaining net assets of the Association shall be distributed by the Board of Directors to one or more organizations selected by the Board of Directors that will help to further the purposes of the Association. No part of the Association's net earnings will inure to the benefit of any Participant, Director, Officer or private person. Any such plan of distribution will be conducted in accordance with the Association's tax status under section 501(c)(6) of the Code.

ARTICLE V. MEETINGS OF PARTICIPANTS

Section 5.1 Annual Meeting of the Participants.

An annual informational meeting of the Participants may be held on such day and at such hour as may be announced by the Board of Directors. At the discretion of the Board of Directors, annual Participant meetings may be held in person, by audio, by videoconferencing techniques, or by any other means or combination thereof.

Section 5.2 Special Meetings of the Members.

Special meetings of the Members may be called at any time by the Board of Directors or by petition of the greater of (i) twenty percent (20%) of the Members, or (ii) any two Members for any purpose set forth in these Bylaws consistent with Article II. Within twenty (20) days after receipt of a request by any person or persons entitled to call a special meeting of the Members, notice shall be given in accordance with Section 5.4. At the discretion of the Board of Directors, Member meetings may be held in person, by audio, by videoconferencing techniques, or by any other means or combination thereof permitted by Delaware General Corporation Law.

Section 5.3 Voting, Quorum, Action and Written Consent.

Members shall have the sole right to vote on any decision that is reserved to "members" within the meaning of Delaware General Corporation Law and on those additional decisions, if any, that may be authorized to be submitted to a vote of the Members by the Board of Directors in accordance with these Bylaws. Each Member shall have one (1) vote for each matter submitted to a vote by the Members. A majority of the Members shall constitute a quorum. Unless otherwise required by Delaware General Corporation Law or the terms of these Bylaws, every act or decision done or made by a majority of Members present at a properly noticed meeting of Members shall be the act of the Members. In lieu of a special meeting, Members may take action by written consent in accordance with Delaware General Corporation Law.

Section 5.4 Notice of Member Meetings.

Written notice of each meeting of the Members shall be given not less than fourteen (14) days before the date of the meeting in accordance with Section 13.5. All such notices shall state the place, the date, and the hour of such meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, and shall state such matters, if any, as may be expressly required by the Delaware General Corporation Law. Such notice shall identify a readily available source for further information, if appropriate. A proposed agenda of items to be considered shall be distributed prior to the meeting.

The Secretary shall cause notice to be given in the case of Member meetings called by the Board of Directors. In the case of special Member meetings called by Members pursuant to Section 5.2, either the Secretary or any Member calling the meeting may cause notice to be given. Such notice shall be given either personally or by mail or other means of written communication (including electronic means), addressed or delivered to each Member at the address of the Member appearing on the books of the Association or otherwise used by the Member for Association communications. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication including electronic means.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.1 Powers.

Subject to the limitations of the Certificate of Incorporation, of these Bylaws, and of the Delaware General Corporation Law and subject to the duties of Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Association shall be controlled by, the Board of Directors. The Board of Directors shall have the power to (i) select and remove all Officers, agents, employees, and contractors, and to fix reasonable compensation thereof; (ii) to authorize and empower Officers or agents to enter into contracts and other commitments on behalf of this Association; (iii) to create Board Committees; (iv) to create Committees and Work Groups; (v) appoint and delegate responsibilities and authority to such Board Committees, Committees, Work Groups, Officers, and agents; and (vi) approve Deliverables in accordance with a process defined by the Board of Directors and compliant with the IP Policy.

Section 6.2 Composition and Size of the Board of Directors.

Unless increased by the Board of Directors in accordance with Section 6.7.7, the maximum number of Directors shall be seven (7). The Board of Directors shall establish the size of the Board from time to time in accordance with Section 6.7.7. The Founding Members shall each have the right to a seat on the Board of Directors so long as the Founding Member remains in good standing. No action of the Board of Directors to decrease the size of the Board shall be effective to the extent that it does not allow each Founding Member that remains in good standing to have a seat on the Board of Directors. When the size of the Board of Directors as set by the Board is larger than the number of Founding Members in good standing, the Board of Directors shall request nominations from Members that are not Founding Members. Each Member in good standing that is not a Founding Member shall have the right to nominate itself or another Member that is not a Founding Member to designate an individual to serve on the Board and the Board of Directors shall take action on such nominations in accordance with Section 6.7.7. A Member that is not a Founding Member that is selected to have representation on the Board of Directors shall initially have the right to designate a representative on the Board of Directors

for a two (2) year period, which may be extended for one or more additional two-year periods upon approval by the Board of Directors in the last ninety (90) days of such two-year period. No action of the Board of Directors to decrease the size of the Board of Directors shall be effective to eliminate the right of a Member in good standing that has been selected to have representation on the Board of Directors during the pendency of the established two-year period. No Member may have more than one (1) seat on the Board of Directors. For purposes of these Bylaws, a Member and its Affiliates shall together be deemed to be one (1) Member.

Section 6.3 Designated Director.

Any individual designated by a Member to serve on the Board of Directors in accordance herewith shall be referred to in these Bylaws as such Member's "Designated Director." Each Designated Director must be an employee, officer, director, or consultant of the respective Member or an Affiliate thereof. A Designated Director shall automatically and without requirement of action by the Member cease to be a Director if such individual is no longer an employee, officer, director, or consultant of the respective Member or an Affiliate thereof. Each Member with the right to designate a Designated Director shall have the option to remove its Designated Director and replace such Designated Director at any time and from time to time, with or without cause. In the event of the removal of a Designated Director by the Board or the Member pursuant to Section 6.6 or other cessation of such Designated Director to serve as a Director, the respective Member shall designate a different Designated Director.

Section 6.4 Alternate Director Designee.

Each Member entitled to a Designated Director on the Board of Directors may designate a representative to serve as a member of the Board of Directors on behalf of such Member due to the unavailability of the standing Designated Director; each such alternate designee shall be referred to as an "Alternate Director Designee." Each Alternate Director Designee must be qualified to serve as a Director for the respective Member pursuant to Section 6.3. When serving in the capacity of Alternate Director Designee due to the unavailability of the current Designated Director, the Alternate Director Designee shall be deemed to be the Designated Director for such Member without further notice and shall have all the rights, privileges and responsibilities of a Director established under these Bylaws and under the Delaware General Corporation Law. Alternate Director Designees shall be entitled to attend all regular and special meetings of the Board of Directors but shall only be deemed a Director and accorded voting rights during the unavailability of such Member's standing Designated Director. Members shall designate, and may change, their respective Alternate Director Designees at any time and from time to time by actual notice in any form to the Chair, Executive Director or Secretary of the Association. No Member shall be deemed to have more than one Designated Director serving at any time.

Section 6.5 Resignations.

Vacancies on the Board of Directors shall exist in each of the following circumstances: (1) whenever a Designated Director resigns from the Board of Directors; (2) whenever a Designated Director resigns from or is terminated from employment by the Member organization designating such Director or otherwise ceases to serve as an officer, director or consultant of the respective Member or an Affiliate thereof; (3) whenever a Designated Director is removed from the Board of Directors in accordance with these Bylaws; (4) whenever the Member that has designated the Director ceases to be a Member; (5) upon the death or incapacity of a Director; (6) in the case of a Designated Director representing a Member that is not a Founding Member, at the end of the two-year period unless the Board of Directors takes action to extend the period of Board representation of such Member; and (7) whenever

a Designated Director has been removed by the respective Member. Except in the case of vacancies described in items (4) and (6) above, the vacancy on the Board of Directors shall exist pending designation of a replacement by the Member organization.

Any Director may resign effective upon giving written notice to the Chair, the Secretary, the Executive Director, or the Board of Directors of this Association.

At all times during which a Member is entitled to have a representative on the Board of Directors, such Member shall have the right to designate a replacement for any resigning, terminated, deceased, incapacitated, or removed Designated Director with another individual meeting the requirements of these Bylaws by providing the Secretary or Executive Director with written notice of same. Each Member shall endeavor to designate its replacement Designated Director within thirty (30) days after the effective date of the Designated Director's resignation, expiration, termination, death, incapacity, or removal.

Section 6.6 Removal of Director.

The Board of Directors may remove, by action taken in accordance with Section 6.7.7, any Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment to have breached any duty to the Association arising under the Delaware General Corporation Law. A Director may also be removed with or without cause at any time by the Member that designated such Director. No other entity or entities shall have the right to remove a Member's Designated Director.

Section 6.7 Board Meetings.

Section 6.7.1 Place of Meetings.

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person, by audio, or videoconferencing techniques, or any other means or combinations thereof permitted under the Delaware General Corporation Law.

Section 6.7.2 Regular Meetings.

The Board of Directors shall hold a minimum of one (1) regular meeting annually. The Board of Directors shall specify the time and place for the holding of regular meetings of the Board of Directors.

Section 6.7.3 Special Meetings.

Special meetings of the Board of Directors may be called by a simple majority of the then-current Board of Directors, or, by any person or persons specifically authorized under the Delaware General Corporation Law to call special meetings of the Board of Directors. The Executive Director or Secretary shall give at least five (5) calendar days prior notice of a special meeting to each Director. Notice shall be given in accordance with Section 13.5 and shall specify the purpose of the meeting and include an agenda noting any items requiring a vote.

Section 6.7.4 Waiver of Meeting Notice.

The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and the requirements of Section 13.5.3 are met.

Section 6.7.5 Action without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors shall consent to such action in writing in one or more counterparts or by electronic transmission and the writing or counterpart writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

Section 6.7.6 Telephone or Videoconference Meetings.

Directors may participate in a meeting through use of conference telephone and/or videoconference or similar communications equipment, so long as all Directors and others participating in such meeting can hear and identify one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

Section 6.7.7 Quorum and Voting.

A majority of the total number of Directors then in office shall constitute a quorum at any meeting of the Board of Directors. For avoidance of doubt, if at any time a Member does not have a Designated Director in office, the number of Directors in office shall exclude such vacant Director position for all purposes including determination of quorum and calculation of the number of affirmative votes required for Board action.

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Certificate of Incorporation, these Bylaws, or the Delaware General Corporation Law specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 6.7.8. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

The table below sets forth categories of acts or decisions and the number of affirmative votes required for the decision to be regarded as an act of the Board of Directors.

Matter to be Voted On	Number of Affirmative Votes Required
Changing the Association's Purpose	All seated Directors when there are 5 or less Directors; All seated Directors minus one (N-1, where N is the number of Directors) when there are 6 or more Directors
Approving Deliverables	
Amendment to Certificate of Incorporation, Bylaws, Participation Agreements or IP Policy	
Dissolution or merger of the Association, or transfer of all or substantially all of the Association's assets	
Appointment of Executive Director	
Addition or removal of classes of Associates	
Increasing the maximum number of Board Seats	
Increasing or decreasing Board size	
Selection of Members who are not Founding Members for representation on Board	
Defining or changing rights and privileges for Participants	
Removal of Director (in accordance with <u>Section 6.6</u>) or Removal of Participant (in accordance with <u>Section 4.13.3</u>)	All Disinterested Directors minus one
Removal of Officers	
General Business Matters – Approving Press Releases, Budgets, Agents, Contracts, Insurance etc.	Simple Majority of Directors
Approval of new or revised Committee/Work Group Charters or formation or dissolution of Committees/Work Groups	
Approval of admission of new Members	
Election of Officers	

Section 6.7.8 Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

Section 6.7.9 Conduct of Meetings.

Meetings of the Board of Directors shall be presided over by the Chair, or in his or her absence, by an acting chairman chosen by a majority of the Directors present at that meeting. The Secretary shall act as secretary of all meetings of the Board of Directors, provided that, in his or her absence, the presiding Officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by such procedures as may be approved from time to time by the Board of Directors, insofar as such rules are not inconsistent with or in conflict with the Certificate of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on *Robert's Rules of Order*, although the Board shall not be required to adopt *Robert's Rules of Order* in its entirety or any part thereof.

Section 6.8 Compensation.

Directors shall serve without compensation by the Association.

Section 6.9 Standard of Conduct.

A Director shall perform the duties of a Director, including duties as a member of any Board Committee of the Board of Directors upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a 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 this Association whom the Director believes to be reliable and competent in the matters presented;
- b) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- c) A Board Committee upon which the Director does not serve, as to matters within the Board Committee's designated authority, which Board Committee the Director believes to merit confidence; provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Nothing in this Section 6.9 shall require a Director to act in a way that would impair the interests of the Member that nominated the Director, or violate any agreements, rules, or policies arising out of his or her employment by the Member.

Directors shall at all times comply with applicable anti-corruption regulations.

Section 6.10 Self-Dealing Transactions.

As used in this section, a "self-dealing contract" is any contract or transaction (i) between this Association and one or more of its Directors, or between this Association and any corporation, firm, or association in which one or more of the Directors or, to the best of each respective Director's

knowledge at the time the contract or transaction is proposed, or thereafter, one or more Participant is employed or has a material financial interest, or (ii) between this Association and a corporation, firm, or association of which one or more of its Directors or employees or consultants are Directors of this Association (collectively, "Interested Director(s)"). Pursuant to the Delaware General Corporation Law, no self-dealing contract or other action shall be void or voidable because such Interested Director(s) or corporation, firm, or association is a party or because such Interested Director(s) are present at the meeting of the Board of Directors or Board Committee which authorizes, approves, or ratifies the self-dealing contract or action, if:

- a) The material facts as to the Interested Director's relationship or interest and as to the self-dealing contract or action are disclosed or are known to the Board of Directors or Board Committee, and the Board of Directors or Board Committee in good faith authorizes the self-dealing contract or action by the affirmative votes of no less than two-thirds (2/3rds) of the Disinterested Directors, even though the Disinterested Directors be less than a quorum; or
- b) The self-dealing contract or action is fair as to the Association as of the time it is authorized, approved, or ratified, by the Board of Directors or Board Committee.

Section 6.11 Advances for Expenses.

To the extent a Director or Officer of the Association is a party to an action, suit, or proceeding as a result of such Director or Officer's service to the Association, the Association shall pay for or reimburse the reasonable expenses, including attorney's fees, incurred by such Director or Officer in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the Delaware General Corporation Law, as it exists on the date hereof or is hereafter amended.

Section 6.12 Committees of Directors.

The Board of Directors may create such Board Committees, each consisting of two (2) or more Directors appointed by the Board, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such Board Committee by the Board of Directors, subject to the limitations contained in the Delaware General Corporation Law, or imposed by the Certificate of Incorporation or by these Bylaws. The Board of Directors may designate one or more Directors as alternate members of any Board Committee, who may replace any absent member at any meeting of the Board Committee.

ARTICLE VII. OFFICERS

Section 7.1 Officers.

The Officers of the Association shall include a Chair, a Treasurer, and a Secretary. The Association may have such other Officers with such titles as may be determined from time to time by the Board of Directors. All Officers shall be an employee or duly noticed representative of a Member. One person may hold two or more offices except no single individual may authorize an act of the Association that requires the approval of two or more Officers.

Section 7.2 Election and Term.

The Officers of the Association shall be elected by the Board of Directors. Each Officer shall hold his or her office for a term of one (1) year, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified. The Board of Directors shall elect each Officer from among representatives of the Members for a period of one (1) year commencing with the first meeting of the Board of Directors.

Section 7.3 Removal and Resignation.

Section 7.3.1 Removal.

Any Officer may be removed, either with or without cause, by action of the Board of Directors in accordance with Section 6.7.7.

Section 7.3.2 Resignation.

Any Officer may resign at any time by giving written notice to the Chair, Executive Director, the Board of Directors, or to any other Officer of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Association under any contract to which the Officer is a party.

Section 7.4 Vacancies.

A vacancy in any Officer position because of death, resignation, removal, disqualification, or any other cause shall be filled as soon as possible but no less than thirty (30) days in the manner prescribed in the Bylaws for regular appointments to such Officer position.

Section 7.5 Chair.

The Chair shall be the chief executive officer of the Association and shall serve a one-year term. The Board of Directors may establish one or more alternate titles for the Chair. The Chair position shall automatically rotate among Founding Member Designated Directors in the order established by the Board of Directors at its initial meeting. In the event that no Founding Member Designated Director is available to serve as Chair, the Board of Directors may select a Chair from among the Designated Directors of all Members. The Chair shall have general oversight responsibility for the supervision, direction, and control of the business and affairs of the Association pursuant to the direction of the Board of Directors. The Chair shall preside at all meetings of the Members and the Board of Directors. The Chair shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Chair may delegate duties to the Executive Director provided that the Chair provide appropriate oversight of the Executive Director in his or her exercise of such duties. The Chair shall serve as an ex officio voting member of all Board Committees.

Section 7.6 Treasurer.

The Treasurer shall oversee the financial and accounting matters of the Association with respect to the receipt, deposit, and expenditure of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Treasurer may delegate such

duties to the Executive Director provided that the Treasurer provide appropriate oversight of the Executive Director in his or her exercise of such duties.

Section 7.7 Secretary.

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of the Association, if any, and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, and shall supervise the keeping of the records of this Association. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Secretary may delegate such duties to the Executive Director provided that the Secretary provide appropriate oversight of the Executive Director in his or her exercise of such duties.

Section 7.8 Compensation.

Officers shall serve without compensation by the Association.

Section 7.9 Executive Director.

The Board of Directors may appoint an Executive Director. The Executive Director is not an Officer of the Association and is not a member of the Board of Directors. The Executive Director may attend meetings of the Board of Directors (other than executive sessions), Committees, and Work Groups but shall not be entitled to vote at such meetings. The Officers and the Board of Directors may delegate any of their respective duties to the Executive Director, including but not limited to:

- a) scheduling and setting up meetings;
- b) facilitating communication between Members, including providing timely notices of meetings;
- c) acting as the liaison to other consortia or associations with which the Association may choose to associate as instructed by the Board of Directors;
- d) providing Members with timely minutes, summaries, and other reports with respect to the activities of the Association as may be prepared by the Secretary, other officers or the Executive Director;
- e) receiving and processing Participant Agreements, creating and updating lists of Participants, and executing Participant Agreements on behalf of the Association;
- f) archiving and holding Deliverables; and
- g) performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

The Executive Director may engage third parties to undertake the activities described in this Section 7.9, provided that the Executive Director enters into appropriate contracts protective of the Association, and ensures compliance with terms and conditions of these Bylaws including confidentiality obligations. For clarity, the Executive Director shall not enter into any contract on behalf of the Association unless such

contract has been approved by the Board of Directors and the Executive Director has been delegated the responsibility of executing such contract by the appropriate Officer or the Board of Directors.

ARTICLE VIII. COMMITTEES AND WORK GROUPS

Section 8.1 Committees of the Association.

The Board of Directors may create (or disband) Committees composed of Directors and non-Directors, as the Board of Directors deems advisable, to perform such general or special duties pertaining to the Association's management, activities, or affairs, provided that the activities and affairs of the Association shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Committees appointed pursuant to this Section 8.1 shall not have the authority of the Board of Directors.

Prior to forming a new Committee, the Board of Directors shall approve a Committee charter specifying any Deliverables to be developed by the Committee, the timeframe for development of such Deliverables, the composition and leadership of the Committee, the procedures under which the Committee is to operate, and other requirements to which the Committee must adhere.

Section 8.2 Work Groups.

The Board of Directors may form (or disband) Work Groups composed of Participant representatives, as the Board of Directors deems advisable, to perform such general or special duties as proposed by any Committee formed under Section 8.1, provided that the activities and affairs of the Association shall be managed, and all corporate powers shall be exercised, under the ultimate direction of the Board of Directors and provided further that Work Groups formed pursuant to this Section 8.2 shall not have the authority of the Board of Directors.

The relevant Committee shall prepare a charter for any Work Group to be formed for the purpose of carrying out any duties of such Committee. The charter shall specify any Deliverables to be developed by the Work Group, the timeframe for development of such Deliverables, the composition and leadership of the Work Group, the procedures under which the Work Group is to operate, and other requirements to which the Work Group must adhere. The Board of Directors has the right to ratify the formation of each new Work Group proposed by a Committee as specified in Section 6.7.7. The relevant Committee may propose modifications to a Work Group charter that shall become effective upon approval by the Board of Directors.

Participation in any Work Group shall be open to representatives of Participants as approved by the Board of Directors. A representative appointed by a Participant shall have the right to vote on any matters brought before a Work Group in which such representative has been appointed to participate, subject to the rights of that Participant as defined by the Board of Directors, any operating procedures applicable to the Work Group, and in accordance with the Work Group charter.

Section 8.3 Removal of Committee Chairperson.

Any Committee or Work Group chairperson may be removed by the Board of Directors.

Section 8.4 Mailing List of Work Groups.

Each Work Group member will provide a working email address to be archived on the Work Group mailing list for formal group communication (e.g., for meeting announcements and minutes, documentation of decisions, and objections to decisions). It is the responsibility of the chair of the Work Group to ensure that new Participant representatives are subscribed to all relevant mailing lists.

Section 8.5 Task Force of Work Groups.

The chair of a Work Group may form task forces (composed of Work Group representatives) to carry out assignments for the Work Group. The scope of these assignments will not exceed the scope of the Work Group's charter. Each Work Group will document the process it uses to create its task forces.

Section 8.6 Committee and Work Group Compensation.

Committee and Work Group representatives shall serve without compensation. Each Participant shall bear its own costs and expenses related to its participation in Committee, Work Group, or other Association meetings.

Section 8.7 Deliverables.

The Deliverables created by the Committees and Work Groups will be owned by the Association and are subject to the restrictions and rights set forth in the IP Policy.

Section 8.8 Participation in More than One Work Group.

Participant representatives may serve in an unlimited number of Work Groups, assuming such Participant meets the qualifications for such Work Groups.

Section 8.9 Meetings of Committees and Work Groups.

Each Committee and Work Group shall establish its own rules of procedure for convening meetings consistent with these Bylaws and its charter. Any meetings may be held by audio or video conferencing equipment so long as all Participant representatives in the meeting can hear one another. All Participant representatives participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. Each Committee and Work Group shall have a secretary (or appointee) keep minutes and provide such documents to the Secretary of the Association.

Section 8.10 Committee and Work Group Approval Procedures.

The Board of Directors shall adopt procedures to guide the proceedings of and voting in Committees and Work Groups. The Board of Directors will make these procedures and processes, and any revisions and modifications thereof, available to Committees and Work Groups promptly after they are adopted.

**ARTICLE IX.
BOOKS AND RECORDS**

Section 9.1 Books and Records.

The Association shall keep adequate and correct books and records of accounts, minutes of the proceedings of the Board of Directors and Board Committees. The Association shall keep a roll of Participants in accordance with Section 4.10.

Section 9.2 Inspection of Corporate Records by Members.

The books of account and minutes of the proceedings of the Board of Directors, and of any Board Committees, shall be open to inspection at the principal office of this Association by each Member at any reasonable time upon the written demand of such Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Member's expense.

Section 9.3 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of Members entitled to notice of any meeting, to vote, to cast written ballot, or to exercise any rights in respect of any other lawful action. Said record date shall not be more than sixty (60) days prior to the date of such vote, ballot, or other exercise of rights, except that the record date for notice of a meeting shall not be more than sixty (60) nor less than ten (10) days prior to the meeting date. If no record date is fixed by the Board of Directors, the record date shall be fixed in accordance with the Delaware General Corporation Law.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

**ARTICLE X.
GRANTS, CONTRACTS, LOANS, ETC.**

Section 10.1 Grants.

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Association, may be authorized by the Board of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Association to make any such grants, contributions, or assistance.

Section 10.2 Execution of Contracts.

The Board of Directors may authorize any Officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Association and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent, or employee shall have any power or authority to bind this Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 10.3 Corporate Loans, Guarantees, and Advances.

This Association shall not make any advances or make any loan of money or property to or guarantee the obligation of any Director or Officer, except as is expressly allowed under the Delaware General Corporation Law.

Section 10.4 Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to this Association and any and all securities owned by or held by this Association requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 10.5 Deposits.

The funds of the Association not otherwise employed shall be deposited from time to time to the order of the Association in such banks, trust companies, or other depositories as the Board of Directors may select or as may be selected by an Officer, employee, or agent of the Association to whom such power may from time to time be delegated by the Board of Directors.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Actions Other Than by or in the Right of the Association.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The provisions of this Section 11.1 shall also apply to the corporate employer (the "Company") of a Director or Officer to the extent that the Company is named in any such proceeding based solely upon the participation of such Director or Officer.

Section 11.2 Actions by or in the Right of the Association.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including

attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 11.3 Success on the Merits.

To the extent that any person described in Section 11.1 or Section 11.2 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 11.4 Specific Authorization.

Any indemnification under Section 11.1 or Section 11.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by a majority vote of such Directors who were not parties to such action, suit or proceeding, even if less than a quorum; (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum; (3) by a majority vote of a quorum of the Members of the Association who were not parties to such action, suit or proceeding; or (4) if there are no such Directors or Members, or if such Directors or Members so direct, by independent legal counsel in a written opinion.

Section 11.5 Advance Payment.

Expenses incurred in defending a civil or criminal, administrative or investigative action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Association as authorized in this Article XI.

Section 11.6 Non-Exclusivity.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article XI shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any Bylaw, agreement, of Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 11.7 Jurisdiction of Delaware Court of Chancery.

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine the Association's obligation to advance expenses (including attorneys' fees).

Section 11.8 Insurance.

The Board may authorize the Association to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article XI.

Section 11.9 Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11.10 Severability.

If any word, clause or provision of this Article XI or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 11.11 Intent of Article.

The intent of this Article XI is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article XI shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE XII. COMPLIANCE WITH ANTITRUST LAWS

Section 12.1 Laws.

The purpose of the Association is set forth in Article II. The Association is intended to foster competition in the marketplace and will in no event become involved in the competitive business decisions of its Participants, nor will it take or sanction the taking of any action that would have the intent or effect of restraining competition among and between such Participants or otherwise contravene applicable antitrust and competition law. Accordingly, each of the Participants of the Association hereby assumes responsibility to provide appropriate legal counsel to its representatives participating in any activity of the Association, including any meeting of the Association, Board of Directors, Committee, Working Group or other group established by the Association regarding the requirements of antitrust and competition law.

Section 12.2 Support for Antitrust Laws.

The Association unequivocally supports the policy of competition served by the antitrust laws and uncompromisingly intends to comply strictly with such laws. Each Participant further acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations. It shall be the responsibility of every Participant of the Association to be

guided by this policy of strict compliance with the antitrust laws in all of the Association's activities and to abide by any antitrust policy adopted by the Association. It shall be the special responsibility of the Association's Officers and Committee and Working Group chairpersons to ensure that this policy is known and to actively promote adherence to this policy in the course of activities pursued under their leadership.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 Public Inspection and Disclosure.

The Association shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the event that the Association provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Association.

Section 13.2 Political Activities.

The Association shall not make any political expenditure or lobbying expenditure, which would result in the loss of, or otherwise adversely affect, status as a corporation exempt from U.S. Federal income tax under section 501(c)(6) of the Code.

Section 13.3 Communication Policies.

Section 13.3.1 Press Releases.

No Participant may make a press or other public announcement regarding the Association or its activities without consultation with the Association and prior approval of the Board of Directors; provided that a Participant may make a press or other public announcement identifying Participant as a Member or Associate of the Association without consultation or prior approval.

Section 13.3.2 Publication.

The Association covenants that any Deliverable will be published to all Participants within thirty (30) days following adoption. The Association agrees that any publication of a Deliverable shall include appropriate disclaimers, as agreed by the Association, to prevent any third party from claiming that any rights are granted by implication or estoppel because of such publication.

Section 13.4 Mediation.

The parties agree to first submit any controversy or claim between any Participant and the Association arising out of or relating to these Bylaws, or the breach thereof, to nonbinding mediation in the State of Delaware by a mediator to be selected by the parties from a panel selected by the American Arbitration Association. The parties agree to mediate in good faith over a minimum period of thirty (30) days. For clarity, this Section 13.4 does not apply to any controversy or claim arising from or relating to the IP Policy.

Section 13.5 Notices.

Section 13.5.1 Method of Delivery; Effectiveness; Electronic Communications.

Subject to the provisions below relating to notice by electronic transmission to Members, all written notices from the Association to Directors and Members may be given at the Association's option by electronic mail, telecopy, commercial delivery service, mail, or similar means, addressed to a Director or Member at his, her or its address for such form of delivery as it appears on the records of the Association. Unless otherwise required by these Bylaws or by law, notice given pursuant to this section shall be deemed given: (1) if by facsimile telecommunication (A) to a Director, when directed to the number for such Director as it appears on the records of the Association, and (B) to a Member, when directed to a number at which the Member has consented to receive notice; (2) if by electronic mail (A) to a Director, when directed to the electronic mail address for such Director as it appears on the records of the Association, and (B) to a Member, when directed to an electronic mail address at which the Member has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the Director or Member of such specific posting, upon the later of (A) such posting, and (B) the giving of such separate notice; (4) if by any other form of electronic transmission, when directed to the Director or Member; (5) if by in-hand delivery or oral notice, at the time it is actually given; and (6) if by commercial delivery carrier or similar means, at the time when the same shall be deposited prepaid with the carrier. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 13.5.2 Electronic Communications with Members.

The Association may give notice by electronic transmission to any Member who consents to receive notice by electronic transmission. Any consent by a Member to receive notice by electronic transmission shall be revocable by that Member by written notice to the Association. Any such consent shall be deemed revoked if (i) the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Association, or to the other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Without limiting the foregoing, the Association adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Association shall not be under any obligation (except as otherwise required by the Delaware General Corporation Law or these Bylaws) to send any notice to any Member by any means other than electronic mail, and it is therefore the responsibility of each Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

Section 13.5.3 Waiver of Notice.

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons

entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Each Director who (a) attends a Board meeting without protesting, prior thereto or at its commencement, or (b) approves the minutes of such Board meeting, shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All waivers, consents, and approvals related to notice shall be filed with the Association records and made a part of the minutes of the meeting.

ARTICLE XIV. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

Section 14.1 Limitation On The Scope Of Disclosed Information.

The Participants acknowledge that they will not disclose or exchange information as part of the Association's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Association, and only where such disclosure would not violate any applicable antitrust or competition laws. All information disclosed as a part of the Association's activities shall be deemed non-confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

Section 14.2 Confidential Information.

From time to time a Participant may deem it necessary to disclose information to the other Participants which such Participant considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed as the Confidential Information of the disclosing party if the information is specifically designated as such at the time of disclosure; provided, however, that inadvertent disclosures of Confidential Information not otherwise designated as such may be remedied by notification to all Participants to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article XIV) of the disclosing Participant's intention to maintain the confidentiality of the same to the extent that the receiving Participants have not yet disseminated the subject information outside of their organization. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Participants with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. All information disclosed by Participants prior to the date of this Agreement directly for the purposes of the Association shall be governed by the provisions of this Section 14.2. Participants should at all times refrain from disclosing any Confidential Information to any other Participant that is not reasonably related to the legitimate purpose or activities of the Association, or where such action would violate any applicable antitrust or competition laws. All information developed by the Association shall be deemed the Confidential Information of the Association and subject to the terms hereof until made publicly available. All works in progress, including Participant submissions, Association personnel matters, minutes of Board of Directors' meetings, minutes of Committees and Work Groups and attorney work product of the Association's attorney shall in all cases be deemed Confidential Information of the Association and subject to the terms hereof.

Section 14.3 Nondisclosure.

With respect to Confidential Information of a Participant and of the Association, the receiving party agrees to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article XIV. The foregoing obligation shall not apply to any information which is: (1) rightfully known by the receiving party without any limitation on use or disclosure prior to disclosure, as evidenced by the receiving party's contemporaneous written records; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party, as evidenced by the receiving party's contemporaneous written records; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Participant within Participant's organization. However, this Section 14.3 shall not be deemed to grant to any party a license under the other party's Intellectual Property.

Nothing contained herein shall preclude the Association from entering into Nondisclosure Agreements with third-party non-Participants.

Section 14.4 Association Information.

All public disclosures regarding the existence, Participants, and activities of the Association must be approved by the Board of Directors. However, the Association's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Association and its activities. If a Participant shall be required to disclose any Confidential Information relating to the Association pursuant to a valid order of a court or other government body or any political subdivision thereof, the Participant shall first give notice to the Board of Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

Section 14.1 Survival.

After withdrawal, termination, removal, or nonrenewal as a Participant, for any reason, a former Participant has a continuing duty under this Article XIV.

ARTICLE XV. SEAL AND FISCAL YEAR

Section 15.1 Seal.

The Board of Directors may, but shall not be required to, adopt a corporate seal, which shall be in the form of a circle and shall bear the full name of the Association and the year and state of its incorporation.

Section 15.2 Fiscal Year.

The fiscal year of the Association shall be determined, and may be changed from time to time, by action of the Board of Directors.

**ARTICLE XVI.
EFFECTIVE DATE AND AMENDMENTS**

Section 16.1 Effective Date.

These Bylaws shall become effective immediately upon their adoption by the Board of Directors.

Section 16.2 Amendments.

These Bylaws may only be altered, amended, or repealed, and new Bylaws may only be adopted by action of the Board of Directors in accordance with Section 6.7.7.

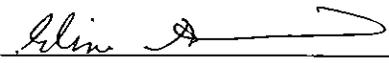
**ROEV ASSOCIATION, INC.
CERTIFICATE OF SECRETARY**

The undersigned hereby certifies as follows:

That I am the duly elected and acting Secretary of ROEV Association, Inc., a Delaware nonprofit non-stock corporation (the "Association"); and

That the foregoing Bylaws constitute the Bylaws of the Association as duly adopted and in use on September 9, 2015.

IN WITNESS WHEREOF, I have hereunder subscribed my name effective this 9 day of September, 2015.

By 

Printed Name: Idine Gharcishvili

CERTIFICATE OF INCORPORATION
of
ROEV Association, INC.
A Delaware Nonprofit Nonstock Corporation

ARTICLE 1
NAME

The name of the corporation is ROEV Association, Inc.

ARTICLE 2
REGISTERED OFFICE AND AGENT

The initial registered office of the corporation in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle, Delaware 19808, and the initial registered agent at such address is The Company Corporation.

ARTICLE 3
PURPOSES AND POWERS

A. Purposes. The purpose for which this corporation is formed is to operate as a business league not organized for profit within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision.

B. Specific Purposes. The specific purposes for which this corporation is formed include but are not limited to, designing, publishing, and promulgating industry protocols, which include but are not limited to systems interfaces and token standards, to permit electric vehicle drivers to use a single access card to charge vehicles at charging stations operated by multiple EV charging networks.

C. Powers. The corporation shall be a nonprofit corporation, and, subject to such limitations and conditions as are or may be prescribed by law, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have the power to engage in any lawful act or activity for which a nonprofit corporation may be organized under the Nonprofit Corporation Law of Delaware.

ARTICLE 4
LIMITATIONS ON ACTIVITIES

A. Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(6) of the Code, or any successor provision, nor shall the corporation, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

B. The corporation shall have no capital stock, and no part of its net earnings shall inure to the benefit of any director or officer or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

**ARTICLE 5
MEMBERSHIP**

The conditions of and qualification for membership in the corporation shall be as set forth in the corporation's Bylaws.

**ARTICLE 6
DISTRIBUTION OF ASSETS UPON DISSOLUTION**

No director, officer or other private individual shall be entitled to share in the distribution of any of the corporation's assets upon dissolution of the corporation or upon the winding up of the corporation's affairs. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or adequate provision for payment, of all debts and liabilities of this corporation shall be distributed by the board of directors for similar or identical uses and purposes as set forth in Article 3 (Purposes and Powers) of these Articles of Incorporation, to one or more organizations then qualified under Section 501(c)(6) of the Code, or any successor provision.

**ARTICLE 7
BYLAWS**

The authority to make, alter, amend or repeal Bylaws is vested in the corporation's board of directors, and may be exercised at any annual or special meeting of the board subject to the conditions set forth in the Bylaws.

**ARTICLE 8
DIRECTORS**

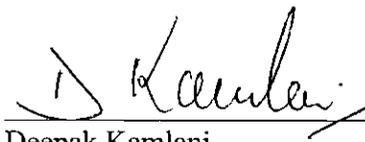
The management of the corporation will be vested in a board of directors; the number, qualifications, terms of office, manner of election, time and place of meeting, and power and duties of the directors shall be as set forth in the Bylaws of the corporation.

**ARTICLE 9
INCORPORATOR**

The incorporator's name and address are:

Deepak Kamlani
2400 Camino Ramon, Suite 375
San Ramon, CA 94583

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 1 day of May 2015.



Deepak Kamlani
Incorporator

**CONSENT OF DIRECTORS
OF
ROEV ASSOCIATION, INC.**

We, the undersigned being all of the Directors of ROEV Association, Inc., a Delaware nonprofit non-stock corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in accordance with the Delaware General Corporation Law:

1.

Certificate of Incorporation and Agent

WHEREAS, the Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware on May 7, 2015.

RESOLVED, that the Secretary of the Corporation be directed to file a copy of the Certificate of Incorporation showing filing as indicated, in the Minute Book of the Corporation.

RESOLVED FURTHER, that Corporation Service Company be, and hereby is, approved and confirmed as the Corporation's agent for the purpose of service of process on the Corporation.

2.

Actions by Incorporator

WHEREAS, various corporate actions were taken by the sole incorporator all as more particularly set forth herein, as well as the election of the Board of Directors.

RESOLVED, that the actions taken by the Sole Incorporator are hereby approved, ratified and affirmed in all respects.

3.

Election of Officers

WHEREAS, the following persons are elected in the offices of the Corporation appearing opposite each person's name:

Chair	Simon Lonsdale
Vice Chair	Brendan Jones
Treasurer	Idine Ghoreishian
Secretary	Ira Feintuch

4.

Bylaws

WHEREAS, a draft of the proposed Bylaws for the Corporation have been prepared and presented for approval, a copy of which is attached hereto as Exhibit A.

RESOLVED, that the Bylaws in substantially the form attached hereto as Exhibit A are hereby adopted as the Corporation's Bylaws.

RESOLVED FURTHER, that the Secretary of the Corporation is hereby directed to execute a certificate of the adoption of the Bylaws and to insert the Bylaws as so certified in the Minute Book of the Corporation and to see that a copy of the Bylaws is kept at the principal executive office for the transaction of business of the Corporation, in accordance with the Delaware General Corporation Law.

5.

Intellectual Property Rights Policy

WHEREAS, a draft of the Intellectual Property Rights Policy for the Corporation has been prepared and presented for approval, a copy of which is attached hereto as Exhibit B.

RESOLVED, that the Intellectual Property Rights Policy in substantially the form attached hereto as Exhibit B is hereby adopted as the Corporation's Intellectual Property Rights Policy.

6.

Membership Dues

WHEREAS, the proposed membership dues for the Corporation have been prepared and presented for approval.

RESOLVED, that the membership dues listed below are adopted by the Corporation as its membership dues for the initial Members of the Corporation.

Member with Board Seat: \$30,000 annually

Member: \$20,000 annually

Associate: \$5,000 annually

7.

Form of Member Participation Agreement

WHEREAS, a draft of the proposed form of Member Participation Agreement for the Corporation has been prepared and presented for approval, a copy of which is attached hereto as Exhibit C.

RESOLVED, that the Member Participation Agreement in substantially the form attached hereto as Exhibit C is hereby adopted as the Corporation's Member Participation Agreement for the initial Members of the Corporation.

8.

Form of Associate Participation Agreement

WHEREAS, a draft of the proposed form of Associate Participation Agreement for the Corporation has been prepared and presented for approval, a copy of which is attached hereto as Exhibit D.

RESOLVED, that the Associate Participation Agreement in substantially the form attached hereto as Exhibit D is hereby adopted as the Corporation's Associate Participation Agreement for the initial Associates of the Corporation.

9.

Organizational Expenses

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed to pay the expenses of the incorporation and organization of the Corporation.

RESOLVED FURTHER, that beginning with the month in which the Corporation begins business, the Corporation may adopt a system of amortizing organization expenditures ratably over a period of sixty (60) months in accordance with the Section 248 of the Internal Revenue Code of 1986, as amended (the "Code").

10.

Tax Accounting Year

RESOLVED, that the Corporation hereby adopts a calendar accounting year beginning on January 1 and ending on December 31 of each year.

11.

Bank Resolutions

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized:

(a) To designate one or more banks or similar financial institutions as depositories of the funds of the Corporation;

(b) To open, maintain, and close general and special accounts with any such depositories;

(c) To cause to be deposited, from time to time in such accounts with any such depository, such funds of the Corporation as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to endorse checks, drafts, and the other instruments for deposits;

(d) To designate, change, or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to sign or countersign checks, drafts, or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts;

(e) To authorize the use of facsimile signatures for the signing or countersigning of checks, drafts, or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signature; and

(f) To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution and resolutions printed on such cards are deemed adopted as a part of this resolution.

RESOLVED FURTHER, that all form resolutions required by any such depository be, and they hereby are, adopted in such form utilized by such depository, and that the Secretary be, and hereby is, authorized to certify such resolution as having been adopted pursuant to these resolutions and that the Secretary hereby is directed to insert a copy of any such form resolution in the Minute Book immediately following these resolutions.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation be, and it hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of revocation or amendment of these resolutions adopted by the Board of Directors of the Corporation.

12.

Application for Tax Exempt Status

RESOLVED, that the officers of the Corporation are authorized and empowered to apply on behalf of the Corporation for recognition of the Corporation as a tax exempt organization under section 501(c)(6) of the Code, and to execute any document necessary or appropriate to apply on behalf of the Corporation for the recognition as a tax-exempt organization by the Internal Revenue Service.

13.

Management Services Company

RESOLVED, that Global Inventures is selected to serve as the Corporation's management services company with fees and services to be determined by the Board of Directors of the Corporation.

14.

General Authority

RESOLVED, that each officer of the Corporation is authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Corporation that the officer deems necessary or appropriate to effect and carry out the intent of the above resolutions.

RESOLVED, that all acts previously taken by any officer of the Corporation on behalf of the Corporation to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with the Corporation's Certificate of Incorporation or Bylaws, the Delaware General Corporation Law, or any other applicable law.

[Signature page follows]

This Consent may be executed in counterparts and a signature sent by facsimile or electronic submission shall be deemed an original signature.

Dated effective: September 9, 2015

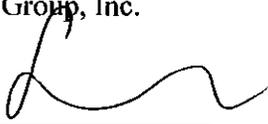
Directors:



Idine Ghoreishian
BMW of North America, LLC



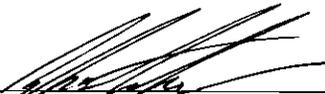
Ira Feintuch
Car Charging Group, Inc.



Simon Lonsdale
ChargePoint, Inc.



JeSean Hopkifs
Nissan North America, Inc.



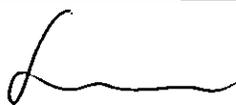
Glen Stancil
NRG EV Services LLC

**ACTION OF SOLE INCORPORATOR OF
ROEV ASSOCIATION, INC.**

In accordance with the Delaware General Corporation Law, the undersigned, being the sole incorporator of **ROEV Association, Inc.**, a nonprofit non-stock corporation incorporated under the laws of the State of Delaware (the "Corporation"), hereby takes the following actions in his as sole incorporator of the Corporation.

RESOLVED, that the initial size of the Board of Directors is five persons.

RESOLVED, that the following individuals are designated to serve as the initial directors of the Corporation:

Director	Representing
Idine Ghoreishian 	BMW of North America, LLC
Ira Feintuch 	Car Charging Group, Inc.
Simon Lonsdale 	ChargePoint, Inc.
JeSean Hopkins 	Nissan North America, Inc.
Glen Stancil 	NRG EV Services LLC

IN WITNESS WHEREOF, the undersigned has executed this Action of Sole Incorporator of the Corporation, this 9 day of September, 2015.


Deepak Kamlani, Incorporator

ROEV ASSOCIATION, INC.
INTELLECTUAL PROPERTY POLICY

1. Background

1.1 Background. ROEV Association, Inc., (the “**Association**”) is a nonprofit non-stock Delaware corporation formed for purposes including, but not limited to, designing, publishing, and promulgating industry protocols that will permit electric vehicle (“**EV**”) drivers to use a single access card to charge at charging stations operated by multiple EV charging networks. Comments or questions about this Intellectual Property Policy (the “**IP Policy**”) should be directed to the Association.

1.2 Intellectual Property Basis. The Association will initially develop or adopt the ROEV 1.0 Specification. The Association may also develop additional specifications. The IP Policy is intended to maximize the likelihood of widespread adoption of all Final Specifications adopted by the Association.

1.3 Legal Compliance. Participants are bound to the terms of the IP Policy by virtue of their participation in the Association and their execution of the Participation Agreement. The IP Policy is designed to comply with all applicable law, including federal and state antitrust laws.

2. Definitions

Unless defined explicitly herein, capitalized terms used but not otherwise defined in this IP Policy shall have the meaning given in the Bylaws of the Association. For the purposes of the IP Policy, the capitalized terms below shall have the meaning defined in this Section 2, while any other capitalized terms used in the IP Policy shall have the meanings respectively assigned to them. The definitions in the singular form shall also be applicable to the plural form and vice-versa, where the context so requires.

“**Contribution**” means a submission by a Member for incorporation into a Draft Specification; provided that the submission is either (i) submitted in writing (including a writing in electronic medium), or (ii) stated orally, memorialized with specificity in the written minutes of a Committee meeting, and correctly attributed in the meeting minutes to the submitting Member, provided further that the minutes are promptly provided to the individual representing the submitting Member, unless in either case, the submitting Member withdraws its submission in writing as soon as practicable and in any event, no later than thirty (30) days of receipt of such written minutes.

“**Copyrights**” means copyrights of a Member or its Affiliates pertaining to a Contribution of that Member, a license to which is necessary to finalize, reproduce and distribute a Final Specification.

“**Draft Specification**” means a set of documents designated as a draft specification, including without limitation, any successor specification, test tool, test plan, reference design documents, certification programs and generally any document marked “Draft Specification” or words of

similar meaning by the Association included in the set, and all Contributions included in such Draft Specification.

“Essential IPR” means any Intellectual Property that (a) is owned and controlled by a Participant or its Affiliates now or at any future time, and (b) which, absent any license, a Participant would infringe to implement the Required Portions of a Draft Specification or Final Specification. Explicitly excluded from “Essential IPR” are any Intellectual Property claims directed to technology that may be used to develop, design, manufacture, sell or use any product or portion thereof that complies with the Final Specification, but is not expressly set forth therein.

"Final Specification" means a Draft Specification that has been adopted by the Board in accordance with the Bylaws and this IP Policy as final. Such Final Specification may carry the marking ROEV 1.X Specification, ROEV 2.X Specification, or other similar marking as established by the Board.

“Granting Participant” means a Participant granting a RAND license to Essential IPR.

“Intellectual Property” means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic top-level domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form.

“Licensed Material” means only those specific portions of a Requesting Participant's product (hardware, software, or combinations thereof) that (a) implement and are compliant with all the Required Portion(s) of the applicable Final Specification; and (b) to the extent that the Requesting Participant’s products implement one or more optional portions of such Final Specification, those portions of Requesting Participant's products that implement and are compliant with all Required Portions that must be implemented to comply with such optional portions of the Final Specification.

“License on Controlled Terms” means a copyright license that requires that the use, copying, modification and/or distribution of a modified version or a derivative work (**“Derivative Work”**) of the underlying copyrighted information to be subject, to the following terms: (a) the underlying copyrighted information be made available to any third party on request, on a royalty-free basis ; (b) that permission to create any Derivative Work be granted to any third party; and (c) that a royalty-free license relating to the Derivative Work be granted to any third party. For the avoidance of doubt, any license that merely permits (but does not require) any of (a) through (c) above is not a License on Controlled Terms.

“RAND License” means a nonexclusive, worldwide, non-transferable, non-sublicensable (except to Affiliates), perpetual patent license (or an equivalent non-assertion covenant) on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute, or otherwise commercially exploit, Licensed Material. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Requesting Participant’s Licensed Material and to license (optionally under the third party's license) the Requesting Participant’s Licensed Material within the scope of, and subject to the terms of the Requesting

Participant's RAND License and acceptance by the third party of the terms of the IP Policy. The RAND License may require that the licensee grant a reciprocal license to the licensor under any Essential IPR controlled by the licensee and may include a term providing that such RAND License may be suspended with respect to the Requesting Participant if that Requesting Participant commences legal action against the Granting Participant for infringement by the Granting Participant of any of the Requesting Participant's Essential IPR.

“Requesting Participant” means a Participant, including its applicable Affiliates, that is granted a license to use a Granting Member's Essential IPR from a Granting Participant for a particular Final Specification.

“Required Portion” means a portion of a Draft Specification or Final Specification that must be implemented by a Participant to comply with such Draft or Final Specification. If such Draft or Final Specification defines optional parts, Required Portions include those portions of the optional part that must be implemented if the implementation is to comply with such optional part.

“Subcontractor” means any individual not directly employed by a Participant or the Association.

3. Specification Development and Intellectual Property Licensing

3.1 Notice to Members. Upon resolution by the Board of Directors to develop or adopt a Draft Specification, the Association shall provide all Members with not less than thirty (30) days' prior notice (notice may be via email to all Members or via a publication on the Association's official website, or such other method as the Board directs) of the initiation of a new activity for the development of such Draft Specification. Such notice shall include at least a scope of the intended specification as approved by the Board in accordance with the Bylaws.

3.2 Contribution Process. A Technical Committee, to be chartered by the Board of Directors as a committee, shall have the responsibility for drafting and developing a Draft Specification, which shall be submitted to the Board of Directors to vote on whether or not such Draft Specification shall become a Final Specification. Each Member represented on the Technical Committee may at its discretion submit Contributions and exchange with other Members any information the submitting Member deems useful to develop a Draft Specification. No Member shall be compelled to submit any such Contributions; nor will the submission of any such Contributions affect the Member's intellectual property rights in any manner other than as explicitly set forth in this IP Policy.

3.3 Obligation to License Contributions. The act of making a Contribution is deemed to be a Member's declaration that the Member will grant a RAND License to any IPR owned then or later by the Member, its owned or operated Affiliates, or its Affiliates that hold, own or control such IPR on its behalf, that is or becomes Essential IPR with respect to a Draft Specification to which the Contribution is made that is adopted as a Final Specification by the Board. The Association may publish Contributions.

3.4 License Review Period. Prior to accepting a Draft Specification as a Final Specification, the Association shall distribute the Draft Specification to all Members and allow for a review period of not less than sixty (60) days (the “License Review Period”) during which

each Member can review the Draft Specification with respect to any intellectual property licensing issues including, without limitation, consideration of such Member's licensing obligations with respect to any Essential IPR that may be contained therein. All Members agree that failure to withdraw from the Association prior to the end of the License Review Period and identify Essential IPR will subject the Member and its applicable Affiliates to the licensing provisions of Section 3.9 as to Member's and any applicable Affiliate's disclosed and undisclosed Essential IPR, including despite lack of knowledge thereof by any individual participating in the Association on behalf of such Member.

3.5 Withdrawal Rights. Subject to the provisions of Section 3.3, any Member may withdraw from membership in the Association during the License Review Period if that Member determines that the Draft Specification contains Essential IPR which that Member is unwilling to license to the other Members pursuant to Section 3.9 in the event the Draft Specification is approved as a Final Specification. In order to avoid license of the Essential IPR, the Member must issue a written notice to the Association for distribution to the other Members informing the Association of its withdrawal and providing disclosure that is compliant with the requirements of Section 5.2 regarding such Member's Intellectual Property that may be Essential IPR. In the event that a Member does not both (i) withdraw prior to the expiration of the License Review Period and (ii) give written notice compliant with the requirements of Section 5.2, then the licensing provisions of this Section 3 shall apply. Notwithstanding the foregoing, a Member cannot avoid a commitment to grant licenses to Essential IPR under the terms of this IP Policy pertaining to a Contribution that the Member made to a Final Specification and such licensing obligation shall continue notwithstanding the withdrawal of and notice by such Member.

3.6 Final Approval of Specifications. Upon completion of the License Review Period for a Draft Specification and upon approval by majority vote of its members, the Technical Committee shall submit such Draft Specification to the Board of Directors for review, comment and consideration. Action of the Board of Directors taken in accordance with the Bylaws of the Association shall be necessary for adoption of the Draft Specification as a Final Specification. In the event that the Board of Directors does not approve the Draft Specification, the Secretary will return such Draft Specification to the Technical Committee for further action and resolution as identified by the Board of Directors.

3.7 Ownership of Rights. The intellectual property rights to Contributions contained in a Draft Specifications or Final Specifications shall be owned by the Member making the Contribution. Such Member shall have the right to obtain in its own name patents, copyrights, registrations, and similar other protections, but without any obligation to do so.

3.8 No Search Requirement. No obligation in this Policy shall require any Participant to carry out patent or other searches of its patent portfolio for claims that could become Essential IPR to a Draft Specification or a Final Specification.

3.9 RAND License. Each Participant hereby covenants that upon request from any Requesting Participant, it will grant (or will cause its Affiliates owned or operated by Participant to grant) such Requesting Participant a RAND License to its Essential IPR contained in a Final Specification. Each Participant hereby covenants that upon request from any Requesting Participant, it will cause its Affiliates that hold, own, or control Essential IPR on

behalf of such Participant to grant such Requesting Participant a RAND License to its Essential IPR contained in a Final Specification. In the case of Affiliates that are not owned or controlled by Participant that hold, own, or control Essential IPR contained in a Final Specification but not on behalf of Participant, the Participant shall use reasonable commercial efforts to encourage such Affiliate to grant a license to such Essential IPR on reasonable terms to other Participants. The obligations of this Section 3.9 apply to each Associate that implements a Final Specification.

3.10 License Limitation. Any RAND License granted to a Participant in connection herewith need not extend to features of Licensed Material that are not required to comply with the Required Portions of a Final Specification.

4. New Member Specification Review

If a prospective Member applies to become a Member in the Association, then subject to the execution of such confidentiality and/or nondisclosure agreements as the Association may determine necessary, such prospective Member shall be permitted thirty (30) days to review any Draft Specification then under review and any previously adopted Final Specifications of the Association for any and all Essential IPR. In the event that such prospective Member in good faith believes that the implementation of Essential IPR in such Draft Specification then under review or in any previously adopted Final Specifications would require a license from such prospective Member that such prospective Member would be unwilling to provide in accordance with Section 3.9, then within such 30-day period the prospective Member shall (i) withdraw its application for membership, and (ii) issue a written notice to the Association for distribution to the other Members informing the Association of the withdrawal of its application and providing disclosure that is compliant with the requirements of Section 5.2 regarding such prospective Member's Intellectual Property that may be Essential IPR. If the prospective Member meets these requirements, it shall not be required to grant licenses under the identified Essential IPR pursuant to Section 3.9. In the event that a prospective Member does not both (i) withdraw its application for membership within the 30-day period, and (ii) give written notice compliant with the requirements of Section 5.2, then the licensing commitments of Section 3 shall apply to such prospective Member without exception for any previously adopted Final Specification(s) and any then-existing Draft Specification that is subsequently adopted as a Final Specification by the Board of Directors.

5. Additional IPR Clauses

5.1 General Disclosure Obligation. Each Member participating in the development of a Draft Specification is strongly encouraged to disclose to the Executive Director, in writing and on an ongoing basis, any Intellectual Property rights held by it or its Affiliates where such Intellectual Property rights include Essential IPR related to a Draft Specification. Each Member is encouraged to make this disclosure as soon as reasonably practicable. Within the License Review Period, each Member, on behalf of itself and its Affiliates, shall conduct good faith efforts to disclose, in writing to the Board of Directors, the existence of any claims of any of its Intellectual Property that may be Essential IPR even if the Member is willing to grant a RAND License to Participants in such Essential IPR. This disclosure is requested so that Members may be informed of circumstances in which they may seek a RAND License in such Essential IPR in order to implement any Final Specification. Members are encouraged to meet the standards of Section 5.2 in making such disclosures.

Although voluntary disclosure of Essential IPR is strongly encouraged, the failure of a Member to identify Essential IPR owned by such Member or its Affiliates does not obviate the licensing obligations applicable to the Member and its Affiliates with respect to its Essential IPR under this IP Policy.

5.2 Mandatory Disclosure to Avoid License Obligation. Where disclosure is required under this IP Policy to avoid license obligations that would otherwise be applied under this IP Policy, the minimum information set forth in this Section 5.2 must be provided in order to comply with the disclosure obligation. With respect to issued and published pending patent applications, disclosure must include (i) the identity of the patent right holder and/or applicant; (ii) the patent number or application number of the patent rights in each country where a patent or patent application has been filed or issued; and (iii) the actual claims of patent within the filed or issued patent which may be Essential IPR. With respect to unpublished pending patent applications, such disclosure must include the existence of the application containing the asserted Essential IPR, but need not disclose identifying information (e.g., application number, contents) of the patent rights. Nothing herein precludes broader disclosure of unpublished pending patent applications on a voluntary basis or pursuant to a non-disclosure agreement. Once an unpublished pending patent application that has been disclosed is published, the Member shall disclose the additional identifying information about the published application as specified above. All mandatory disclosures shall be submitted in writing with required detail and, if applicable, in the form adopted by the Association.

5.3 Intellectual Property Rights of Third Parties. No Member shall knowingly use, as part of any material or information supplied to any Member pursuant to this Agreement or as part of any Contribution, any information subject to any rights of a third party in Intellectual Property, including Subcontractors, except in the event that the Intellectual Property is disclosed clearly in writing to all the other Members or the Member has acquired the right to grant a license that is not a License on Controlled Terms. Each Member is responsible for obtaining its own rights to any rights in Intellectual Property that may be held by a third party, including Subcontractors. Unless disclosure is otherwise made to the Association, each Member providing a Contribution to any Draft Specification is deemed to represent to the best of its knowledge that it is not aware of any Intellectual Property contained in such Contribution, which is controlled by a third party that would be Essential IPR to Licensed Material if held by a Participant. Notwithstanding the foregoing, no Member shall be obligated to disclose the existence of, or any information regarding, potentially infringing Intellectual Property of a third party if the Member is restricted from such disclosure by contract, confidentiality obligation, court order or other legal impediment.

5.4 Specification Notice Requirement. Each Final Specification shall include this notice: THE SPECIFICATION IS PROVIDED "AS IS," AND ROEV ASSOCIATION, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE; THAT THE CONTENTS OF THE SPECIFICATION ARE SUITABLE FOR ANY PURPOSE; NOR THAT THE IMPLEMENTATION OF SUCH CONTENTS WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. ROEV ASSOCIATION, INC. WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE

SPECIFICATION OR THE PERFORMANCE OR IMPLEMENTATION OF THE CONTENTS THEREOF

5.5 Transfer of Essential IPR. All licensing obligations under this IP Policy shall be interpreted as encumbrances that bind all successors-in-interest so that any transfer by a Member to a third party of a Patent having Essential IPR shall be subject to the terms and conditions of this IP Policy, including but not limited to all obligations to grant licenses hereunder. A Member who transfers ownership of Essential IPR shall include appropriate provisions in the relevant transfer documents to ensure that this undertaking is binding on the transferee, and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest. Notwithstanding the forgoing, the undertaking shall be interpreted as binding on successors-in-interest regardless of whether such provisions are included in the relevant transfer documents. For the purpose of this provision, a transfer of ownership shall include any means of transferring control by the owner of Essential IPR regardless of the legal means and includes granting sole or exclusive licenses, and assigning actual ownership.

5.6 Copyright License. Each Member hereby grants to the Association and each Participant, a worldwide, irrevocable, nonexclusive, non-sublicensable, nontransferable, fully-paid up and royalty-free, copyright license to reproduce, distribute, display, and perform, and create Derivative Works of any Contribution owned by such Member and contained in each Final Specification, solely for the purposes of developing, publishing, distributing and promulgating the Final Specification and related promotional materials. This license to the Participants expressly excludes the right to create Derivative Works for the purpose of developing products not compliant with the applicable Final Specification. Effective as of the approval of each Final Specification by the Board of Directors, each Member hereby conveys to the Association a non-exclusive, undivided, and equal ownership in the copyrights in any Contribution made by such Member and contained in the Final Specification, which shall for the purpose of copyrights be deemed ownership of a collective work under 17 USC 201(c) (collectively, “**Materials**”) while retaining ownership of the copyrights in any such underlying Contribution. The Association may exercise any and all rights of copyright ownership and sublicense such rights in the Materials as if such rights were solely owned by the Association, without permission of any Member and without any duty to account. This Section 5.6 survives any withdrawal from participation in the Association by any Member.

5.7 Copyright Notice. Each Final Specification shall contain an appropriate copyright notice in the name of the Association.

5.8 License Rights of Participants. This IP Policy shall not supersede, modify or prevent any licensing agreements or arrangements by or between Participants, by or between the Association and one or more Participants, or by or between Participants, the Association and/or any third parties. In addition, this IP Policy shall not be construed to imply any separate obligation or agreement by or between Participants.

5.9 No Other License. The Participants agree that no patent license, immunity or other right is granted under this IP Policy by any Participant either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this IP

Policy and that no patent license, immunity or other right is granted under this IP Policy to non-Participants.

5.10 Affiliates. Any rights granted under, and obligations arising out of this IP Policy to a Participant extend to its Affiliates whether or not the term Affiliate is specifically included in the provision, but under no circumstances can an Affiliate either: (i) claim more rights arising out of this IP Policy than a Participant, or (ii) receive a RAND License to Essential IPR in a Final Specification from Participants if such Affiliate does not provide a RAND License to its Essential IPR in a Final Specification to all Requesting Participants. Any rights granted to Affiliates of a Participant under this IP Policy terminate without any notification when the Affiliate ceases to be an Affiliate of that Participant or when the rights of the Participant terminate. Any obligations arising out of this IP Policy from an Affiliate of a Participant shall continue when the Affiliate ceases to be an Affiliate of a Participant to the full extent of the obligations arising or undertaken under this IP Policy prior to the cessation of Affiliate relationship.

6. Association Developed Intellectual Property

6.1 Association Intellectual Property. Any Intellectual Property developed or created: (i) by any of the Association's employees, if any, alone; or (ii) by a contractor to the Association performing work for the Association on a "work made for hire" basis; (iii) or during any meetings of the Participants as the collective work product thereof; or (iv) otherwise solely assigned to or procured by the Association (collectively, the "**Association Intellectual Property**"), shall be owned exclusively by the Association.

6.2 Notification and Delivery. Each Participant may receive a copy of Association Intellectual Property comprised of Association trademarks, service marks, and corresponding logos connoting the Association, a Participant's affiliation with the Association, or a product's compliance with the Final Specifications, upon request to the Secretary of the Association, and execution of a License Agreement governing its use. Any other Association Intellectual Property shall be licensed to Participants on a case by case basis, on terms approved by the Board of Directors.

6.3 Copyright License to Participants. The Association hereby grants each Participant an irrevocable (except for breach), nonexclusive, non-sublicensable, nontransferable, fully-paid up and royalty-free copyright license to, internally (including a Participant's Affiliates or, subject to a restricted use nondisclosure agreement, its Subcontractors) reproduce, distribute, perform, and create Derivative Works of any Final Specifications adopted by the Association prior to or during a Participant's participation in the Association, as reasonably necessary for Participant to develop and commercialize products based upon the Final Specifications, procure products based upon the Final Specifications, or design, develop or implement internal systems and processes based upon the Final Specifications. This license to the Participants expressly excludes the right to create Derivative Works for the purpose of developing products not compliant with the applicable Final Specification.

6.4 Trademarks. In the event that the Association proposes to adopt any other name or logo as a trademark or trade name (collectively, "**Trademarks**"), the Association shall notify the Participants in writing of the proposal. The Association will not adopt any Trademark

for which a Participant has notified the Association of reasonable objections, notably that the proposed trademark affects trademarks owned, used or adopted by the Participant or an Affiliate of such Participant. Each Participant agrees that unless it provides written notice to the Executive Director of that Participant's challenge to the proposed Trademark prior to its adoption by the Board of Directors, then the Participant shall not assert against the Association or any Participant any trademark or trade name rights they may have or thereafter possess in the proposed Trademarks. The Association shall take such steps as the Board of Directors deems necessary and proper to protect its rights under the Trademarks adopted for use by the Association and the Association shall own such Trademarks and the goodwill from the Trademarks shall be for the benefit of the Association. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of the Trademarks adopted for use by the Association, provided that any such licensing shall be done on a fully-paid up royalty-free basis and demonstrably free of any unfair discrimination among the Participants as further set forth in a license agreement to be approved by the Board of Directors and promulgated by the Association. Each Participant agrees not to use or adopt any trademarks for any product, service, guideline, specification, or standard likely to cause confusion with any of the Trademarks adopted by the Association, unless agreed by the Board of Directors or already used or adopted by the Participant prior to adoption of the Trademark by the Association.

6.5 Patents. The Association will not assert claims to or against any patent held by any Participant. The Association does not currently contemplate either the development or acquisition of any patents to be owned by the Association. Any patent to be developed or acquired by the Association shall be in all respects subject to a patent policy (either general, or specific to a particular patent) adopted by the Board of Directors, as an amendment to this IP Policy, which shall ensure availability of RAND Licenses thereto for the Participants.

6.6 Defense of Association Intellectual Property. Subject to the prior approval of the Board of Directors, the Association may initiate legal proceedings, at the Association's cost, to restrain infringement of Association Intellectual Property on behalf of the Association, upon the terms and conditions agreed to by the Board of Directors.

7. Disclosure of Information

7.1 Public Disclosures; Confidentiality. All public disclosures regarding the existence, Participants and activities of the Association shall be subject to the guidance of the Board in the interest of providing a consistent message in furtherance of the Association's purpose. Public disclosure of any Draft Specification, Final Specification, or other related materials of the Association, shall be subject to approval by the Board and pursuant to the applicable policies of the Association. All Participants shall be subject to the confidentiality obligations contained in the Association Bylaws, Participation Agreement, and other applicable Association policies.

7.2 Name, Trademark and Trade Name Use. Nothing in this Agreement gives any Participant permission to use any other Participant's name, trademark or trade name in any publication or in respect of any service or item to be supplied to the public, whether relating to the Agreement or otherwise.

8. Survival of Agreement to License

Notwithstanding the dissolution of the Association or a Participant's withdrawal from the Association, or the termination, expiration or non-renewal of a Participant's participation in the Association (or its withdrawal from any Committee or Working Group), and except as otherwise expressly provided herein, a Participant's or its Affiliate's obligation to grant a license as provided in Section 3 shall remain in full force and effect for the life of (a) any Essential IPR of such Member or former Member (or its Affiliate) included in a Contribution that becomes part of the Final Specification for which the Contribution was offered; (b) any Essential IPR to a Final Specification adopted by the Association for which the License Review Period ended prior to the effective date of the Participant's termination, expiration or withdrawal from the Association; and (c) any Essential IPR to a Final Specification adopted by the Association that a Participant or former Participant did not identify in its written disclosure compliant with Section 5.2 prior to its withdrawal from the Association. Notwithstanding the generality of the foregoing, the obligations set forth in (a) and (b) above will additionally survive to the extent such Essential IPR are both (i) necessary for future Final Specifications to be backwards compatible with the prior Final Specifications (i.e., designed to fully interoperate, communicate or connect with or to products that comply with the prior Final Specifications) and (ii) used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Essential IPR was used in a prior Final Specification for which the Participant is obligated to grant licenses. Except as set forth in this Section 8, a withdrawn, terminated or former Participant shall not be subject to any additional obligation to license its Essential IPR.

9. No Representation or Warranties

EACH PARTICIPANT HEREBY AGREES AND ACKNOWLEDGES THAT: (A) THE ASSOCIATION AND EACH PARTICIPANT (INCLUDING COMMITTEE REPRESENTATIVES AND COMMITTEE CHAIRS), TAKE NO POSITION AS TO WHETHER ANY INTELLECTUAL PROPERTY RIGHTS EXIST IN ANY SPECIFICATIONS; (B) THE SPECIFICATIONS AND ANY CONTRIBUTIONS THERETO ARE ALL PROVIDED "AS IS" AND "WITH ALL FAULTS"; (C) THE ASSOCIATION AND EACH PARTICIPANT (INCLUDING COMMITTEE REPRESENTATIVES AND COMMITTEE CHAIRS), MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SPECIFICATIONS OR ANY CONTRIBUTIONS THERETO, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OR RESULTS OR OF LACK OF NEGLIGENCE; AND (D) NEITHER THE ASSOCIATION NOR ANY OF ITS PARTICIPANTS (INCLUDING COMMITTEE REPRESENTATIVES AND COMMITTEE CHAIRS), HAS UNDERTAKEN ON BEHALF OF THE ASSOCIATION OR ITS PARTICIPANTS ANY PATENT OR OTHER INTELLECTUAL PROPERTY SEARCH WITH RESPECT TO THE SPECIFICATIONS OR ANY CONTRIBUTIONS THERETO. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED AS A RESTRICTION ON ANY PARTICIPANT WHO ELECTS TO CONDUCT ITS OWN DUE DILIGENCE OR OTHER TECHNOLOGY SEARCH OR SCREENING WITH RESPECT TO SPECIFICATIONS.

10. Limitation of Liability

IN NO EVENT SHALL THE ASSOCIATION OR ANY PARTICIPANT BE LIABLE TO ANY OTHER PARTICIPANT OR AFFILIATE OF A PARTICIPANT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING UNDER THIS IP POLICY, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, OR LOSS OF DATA.

11. Amendments and Modifications

Any revisions or amendments to this IP Policy will become effective only upon adoption by the Board of Directors in accordance with the Bylaws and only after: (a) the Board takes reasonable measures to notify all Participants of such revisions with either a copy of, or a link to, the revised IP Policy with revisions shown; and (b) the Participants are afforded at least thirty (30) days from the date of such notice to withdraw from the Association if they do not wish to be bound by the IP Policy revisions; provided, however, that ministerial changes to this IP Policy (such as proof-reading corrections or formatting changes) may be unilaterally executed by the Board. The Board shall take reasonable measures to communicate all amendments, modifications or revisions of the IP Policy to all Participants. Any Participant that withdraws from the Association prior to the end of the thirty (30) day notice period will be subject to the surviving provisions of the IP Policy in accordance with its terms, but will not be subject to revisions or amendments to the IP Policy adopted subsequent to their withdrawal.

12. Applicable Law

All disputes arising under this IP Policy shall be governed by the law of the state of Delaware, United States of America, without regard to its rules with respect to conflict of laws. However, any disputes with respect to the ownership, existence, scope, validity or infringement of intellectual property rights shall be governed by the law of the country in which the intellectual property rights confer protection.

ANTITRUST POLICY OF ROEV ASSOCIATION

ROEV Association, Inc. (the “**Association**”) intends to conduct its affairs in compliance with the antitrust and competition laws and regulations of the United States and, as applicable, of the states within the United States and of other countries (generally, “**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair, and open competition. This competition benefits consumers and companies that are innovative and efficient. A violation of the Antitrust Laws can have serious consequences for the Association and for its Participants. Accordingly, the Association hereby issues the following antitrust policy (the “**Policy**”) for itself and its Participants, as guidance in connection with participation in the Association’s activities.

Capitalized terms not defined herein will have the meaning set forth in Article 1 of the Bylaws of the Association (the “**Bylaws**”).

1. The activities of the Association are not intended to restrain competition. The purpose of the Association as it is stated in the Bylaws is intended to, among other things, foster competition and to benefit consumers. The Association will not facilitate, sponsor, approve, or knowingly be a party to any agreements that in any way restrict its Participants’ freedom to make independent business and competitive decisions.

2. The Association and its Committees, Work Groups, and activities shall not be used for the purpose of bringing about or attempting to bring about any understanding, written or oral, formal or informal, express or implied, or concerted practices between and among competitors with the intent or effect to restrain competition in the marketplace, and notably with regard to prices, terms or conditions of sale, bidding activities, distribution, volume of production or supply, territories, customers, credit terms, or strategic, business, marketing or product development or expansion plans.

3. In connection with participation in the Association, there shall be no agreement or exchange of information among Participants that are actual or potential competitors regarding their prices, discounts, or terms or conditions of sale, or licensing of products or services (except to the extent required under the Association’s IP Policy), pricing methods, profits, profit margins or cost data, bidding activities, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production, supply, strategic, business, marketing or product development or expansion plans, or sales. No Participant is required to provide to other Participants any information regarding its business or competitive practices and policies.

4. Each Participant is obligated and expected to exercise its independent business judgment and to make independent business and competitive decisions with respect to pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.

5. The Association and its Participants, in connection with their participation in the Association, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from providing any products or services to, or from dealing with, any customer or potential customer.

6. The Association and its Participants, in connection with their participation in the Association, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services, or other supplies from any supplier or vendor or from dealing with any supplier or vendor.

7. The Association and its Participants, in connection with their participation in the Association, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the marketplace. (This paragraph is not intended to preclude a Participant from disclosing and asserting its intellectual property rights.)

8. The qualifications for participation in the Association are as established by the Board of Directors of the Association. No applicant for participation, which meets the qualifications therefor, shall be denied participation. No Participant shall be excluded from a Committee or Work Group for any anticompetitive reason. For clarity, the Association may deny participation in accordance with any objective criteria established by the Board of Directors and applied in an even-handed and neutral manner.

9. To the extent that the Association recommends, develops, promulgates, approves, or adopts proposed standards or protocols, adherence to such proposed standards or protocols shall be voluntary on the part of Participants, and shall in no way be compelled or coerced by the Association or a Committee, Work Group, or Participant, it being solely a voluntary and unilateral decision on the part of the particular Participant or Participants as to whether to adhere to or comply with any such proposed standard or protocol.

10. Any standards or protocols that may be recommended, developed, promulgated, approved, or adopted by the Association in order to effectuate its purposes shall be based upon relevant considerations, and shall not be based upon any effort, intention, or purpose to reduce or eliminate competition in the sale, supply, and furnishing of products and services.

11. The Association and its Committees and Work Groups shall not impose sanctions for the violation of, nor shall they enforce compliance with, standards or protocols developed, promulgated, approved, or adopted by the Association, except that the Association may condition use of its trademarks or certification marks on compliance with reasonable standards or protocols developed to regulate the use of and to protect such marks. For clarity, such conditions may be predicated on qualifying products and services pursuant to testing or certification procedures that the Association may establish, implement, or reference. The Association reserves the right to take appropriate action against any person or entity that engages in false or misleading advertising regarding use of or compliance with standards or protocols of the Association.

12. In order to avoid potential or perceived wrongdoing, Participants should not transact, negotiate, or discuss any business arrangements while in attendance at meetings sponsored or organized by the Association. Each Participant hereby assumes responsibility to provide appropriate legal counsel to its representatives acting on such Participant's behalf regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of

the Association, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

13. Each Participant acknowledges that it is imperative that it and its representatives act in a manner that does not violate the Antitrust Laws and is responsible for ensuring its own compliance with the Antitrust Laws.

14. This Policy is intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between any provision of this Policy and the Antitrust Laws, the Antitrust Laws shall control.

15. An Antitrust Compliance Statement will be read at the beginning of every meeting of the Association, its Committees and Work Groups.

16. Written agendas will be prepared in advance of, and minutes will be taken at, every meeting of the Association, its Committees and Work Groups.

17. This Policy shall be promulgated to all Participants. All Participants shall abide by this Policy.

ROEV ASSOCIATION, INC.
CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

That I am the duly elected and acting Secretary of ROEV Association, Inc., a Delaware nonprofit non-stock corporation (the "Association"); and

That the foregoing Bylaws constitute the Bylaws of the Association as duly adopted and in use on September 9, 2015.

IN WITNESS WHEREOF, I have hereunder subscribed my name effective this 9 day of September, 2015.

By 

Printed Name: Idine Gharcishvili