

Nessum Alliance Bylaws



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Nessum Alliance

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Revision History

Updated on	See.	What's changed	Reason for change
2023/10/02	1.0	-	Creation of the first edition
2024/04/01	1.1	Art. 4, 5, 8, 10-14, 16	Changes to the relevant terms regarding changes in membership type (addition of Start-up members, change of Special memberships, deletion of Observer members, etc.)
2024/09/06	1.2	Art.4, etc.	A standard clause regarding the use of the Nessum trademark has been added..
2025/09/08	1.5	Art.10 to 15 and other provisions comprehensively revised.	Amendments for the new organizational structure in FY2025 (including additions to the provisions for Director, the Management Deliberation Committee, and the VP for advancement, among others). Insert a cover page.

Nessum Alliance Bylaws

Article 1 (Name)

The name of the organization is "Nessum Alliance" (Formerly known as HD-PLC Alliance.) (hereinafter referred to as "Alliance").

("nessum" and its logo is a registered trademark or a pending trademark application of Panasonic Holdings Corporation in Japan and in other countries.)

Article 2 (Purpose)

Against the backdrop of the rapid spread of broadband and IoT environments, the Alliance will promote the spread of the Nessum method not only in power lines but also in wired lines such as dedicated lines and communication lines, as well as various communication media (Any media) such as wireless and underwater, with the aim of further creating a human-friendly, affluent and sustainable IoT society. The purpose (hereinafter referred to as "Purpose") of the Alliance is to promote the creation of a communication compatibility environment that is "safer" and "easier" to connect communication and network devices that conform to the Nessum method and Nessum embedded devices.

Article 3 (Activities)

Alliance shall carry out the following activities (hereinafter referred to as "Activities") in order to achieve the Purpose of Article 2.

- Creating a "simple" and "stable" communication environment
 - (1) Implementation of communication compatibility tests between models of different companies
 - (2) Educational activities for equipment manufacturers, electrical materials, construction, electrical wiring companies, system integrators, etc.
- Appeal of convenience with Nessum
 - (3) Promotional activities to ensure comfortable adoption and use of Nessum
 - (4) Web dissemination and seminars
 - (5) SNS, press releases, and other public relations activities, joint exhibitions, etc.
- Promotion activities to connect home appliances, businesses, and equipment from different industries
 - (6) Cooperation with industry groups
 - (7) Technology exchange meetings and collaboration with other alliances
 - (8) We set up the use environment and information sharing
 - (9) Promotion of standardization

Article 4 (Membership Qualifications and Membership Composition)

The members of the Alliance are Promoter, Standard, Start-up, Supporter,

Special, and their related members respectively (Hereinafter collectively referred to "Member").

2. Promoter, Standard, Start-up, Supporter, or Special members must meet all of the following items and the conditions set forth in this Article.

- (1) Agree with the Purpose and Activities

3. Promoter member, in addition to the conditions set forth in the preceding paragraph, shall be a corporation that satisfies all of the following items and has been approved as a Promoter member by the Board of Directors (hereinafter referred to as "BoD") stipulated in Article 11 in accordance with Article 5, and shall play an active role in the dissemination and promotion of the Nessum Method. In addition, the examination by the BoD will be conducted by taking into account whether the corporation seeking to become a Promoter member has been appointed to a major position (e.g., BoD member, Director, Steering Committee member, etc.) of another organization (telecommunications, network, power management, etc.), and if the corporation is appointed to the above position, the corporation that intends to become a Promoter member may not be able to become a Promoter member due to confidentiality or other reasons.

- (1) A corporation that has adopted the Nessum method for its products and has commercialized or is planning to commercialize it.

- (2) A corporation recognized by the BoD as being able to make a particularly significant technical contribution or as having a proven record of particularly notable contributions over an extended period to the promotion of the Purpose.

4. Standard member, in addition to the conditions set forth in Paragraph 2 of this Article, shall be a corporation that satisfies any of the following items and has been approved as a Standard member by the BoD in accordance with Article 5, and shall play a role in supporting the activities of the Promoter member as much as possible.

- (1) Corporations that have adopted or plan to adopt the Nessum method for their products

- (2) Corporations that are considering the adoption of the Nessum method for their products

5. Supporter member, In addition to the conditions set forth in Paragraph 2 of this Article, shall be corporations that meet all of the following items and have been approved as Supporter members by the BoD in accordance with Article 5, and shall play the role of supporting the activities of Promoter, Standard, and "Start-up members" stipulated in the following paragraph as much as possible.

Supporter members are not directly involved in the operation and execution of the Alliance.

- (1) The period of eligibility as a member (hereinafter referred to as "Membership Period") is the same fiscal year (stipulated in Article 26) from the time of initial enrollment. And so on. Please acknowledge in advance that it is a period until the end of the year. provided, however, that if the period is less than 90 days, the membership eligibility period

shall be from the time of initial enrollment to the end of the following fiscal year.

6. Start-up member, in addition to the conditions set forth in Paragraph 2 of this Article, shall be a corporation that satisfies all of the following items, and has been approved as a Start-up member by the BoD in accordance with Article 5, and shall play the role of supporting the activities of Promoter and Standard member as much as possible.

- (1) A corporation recognized by the BoD as having the intention to adopt the Nessum method in its products or to contribute to the popularization of the Nessum method.
- (2) A corporation recognized by the BoD as having been established by taking over excellent human resources, promising technologies, etc. from a general large company, university, academic institution, etc., and expected by the BoD to be beneficial or contribute to the Activities.
- (3) A corporation recognized to be suitable for Start-up member by the BoD considering the following criteria as rough indications with a capital of less than 200 thousand (K) U.S. dollars (hereinafter referred to as "USD") or 30 million (M) Japan yen (hereinafter referred to as "JPY"), with less than 20 employees, and up to 10 years after the establishment of the corporation. However, the exchange rate when converting the amount of USD or JPY for the above capital shall be the monthly average exchange rate which the Alliance applies to their own general financial affairs at the time of becoming a Start-up member.
- (4) It is agreed in advance regarding the membership qualification period as follows;
 - i. From the time of initial enrollment to the end of the same fiscal year. Even if you were a member of another membership level at the time of initial enrollment and subsequently changed your status to a Start-up member, your membership as a Start-up member will end at the end of the same fiscal year at the time of your first enrollment. However, if the period is less than 90 days, the membership qualification period shall be from the time of initial enrollment to the end of the following fiscal year.
 - ii. May be extended one year only if the BoD evaluates and specifically approves it in advance of the end of the Membership Period of a Start-up member, and shall end at the end of the same fiscal year.
 - iii. After the end of this membership qualification period, you should be a Standard or Promoter member seamlessly as a general rule.

7. Special member, In addition to the conditions set forth in Paragraph 2 of this Article, shall be corporations, organizations, or individuals who meet any of the following items and have been approved as Special members by the BoD in accordance with Article 5, and shall play a role in supporting the activities of Promoter, Standard, Start-up and Supporter members. Special members are not directly involved in the operation and execution of the Alliance. Furthermore, Special members may have their membership period extended for one additional

year for the following fiscal year only if they are deemed eligible in the membership qualification review conducted by the BoD, in principle, at the end of each fiscal year.

- (1) A corporation, organization, or individual who is specifically recognized by the BoD and invited to join the Alliance as being expected to make a significant contribution to the Alliance by joining the Alliance.
 - (2) Corporations, organizations, or individuals who are specifically recognized by the BoD as having a high name recognition in a specific industry or a wide range of industries, or having an extremely high degree of contribution to the Alliance due to having some significant influence.
 - (3) Other corporations, organizations, or individuals who are specifically approved by the BoD to join the Alliance.
8. The Affiliates of Promoter, Standard, Start-up, Supporter and Special members shall be the Affiliates (stipulated in Article 21) of them respectively under the condition of the registration procedures prescribed by the Alliance have been completed by respective Promoter, Standard, Start-up, Supporter, or Special member in accordance with Article 5, Paragraph 3. (Hereinafter, Promoter members and their Affiliates are collectively referred to as "Promoter member Group", and the group is further referred to as "G", and Promoter member Group is referred to as "Promoter member G".) Similarly, Standard members and their Affiliates are collectively referred to as "Standard member G", Start-up members and their Affiliates are collectively referred to as "Start-up member G", Supporter members and their Affiliates are collectively referred to as "Supporter member G", and Special members and their Affiliates are collectively referred to as "Special member G". However, that in the case of a Promoter, Standard, Start-up, Supporter, or Special member and there is no Affiliate, "Promoter member G", "Standard member G", "Start-up member G", "Supporter member G", and "Special member G" shall mean the Promoter, Standard, Start-up, Supporter, or Special member, respectively.)
9. The BoD may, by resolution pursuant to the provisions of Article 11, add or modify the conditions related to membership stipulated in Paragraphs 2 to 7 of this Article.
10. Notwithstanding the provisions of Paragraphs 3, 8, and 5 of this Article, the Founder stipulated in Article 22 and their Affiliates shall be a Promoter member and their Affiliates, respectively. (The Founder and their Affiliates are collectively referred to as "Founder member G", and Founder member G is a Promoter member G.).
11. In the event of a transfer, change, or disappearance of a Member's status due to a company merger, business transfer, organizational change, etc., the Member concerned shall notify the Alliance Office stipulated in Article 18 without delay and obtain the approval of the BoD as necessary.

Article 5 (Membership and Representatives)

Membership in the Alliance is permitted when a person who wishes to join the Alliance fills out the necessary information, seals, and signs the membership

application form prescribed by the Alliance, submits it to the Alliance Office stipulated in Article 18, and the BoD stipulated in Article 11 approves the membership. In addition, the details of the procedures for admission will be determined separately.

2. Promoter, Standard, Start-up, Supporter, and Special members shall designate two members from the Promoter member G, Standard member G, Start-up member G, Supporter member G, or Special member G to which they belong respectively (hereinafter referred to as "Participants"), and one of them shall be designated as a representative member exercising rights against the Alliance (hereinafter referred to as "Participating Representative"), and their names, Notify the Alliance Office in writing of necessary matters such as affiliation. Promoter, Standard, Start-up, Supporter, and Special members shall promptly notify the Alliance Office of any changes in Participants and Participating Representatives.
3. If a Promoter, Standard, Start-up, Supporter, or Special member intends to register his/her Affiliate as an Affiliated member, the Promoter, Standard, Start-up, Supporter, or Special member shall submit to the Alliance Office a registration application form prescribed by the Alliance that identifies the affiliated company. Eligibility as a Promoter, Standard, Start-up, Supporter, or Special member shall be ensued on the date on which the application form is reviewed and accepted by the Alliance Office.

Article 6 (Withdrawal)

Members may withdraw from the Alliance at any time by submitting a notice of withdrawal prescribed by the Alliance to the Alliance Office. The withdrawal of a Member will take effect from the day after the withdrawal notice submitted by the Member arrives at the Alliance Office.

2. Notwithstanding the provisions of the preceding paragraph, if a Member loses the status of a corporation or loses legal personality due to dissolution, etc., the Member shall be deemed to have withdrawn from the Alliance at the time such fact occurs.

Article 7 (Expulsion)

If a Member falls under any of the following items, he or she shall be expelled from the membership of the Alliance.

- (1) In the event of a violation of any of the provisions of this agreement and the BoD resolves to expel the Member.
 - (2) When the BoD resolves to expel a Member for an act that interferes with the Purpose or Activities, an act contrary to the Purpose, or an act that is not appropriate for a Member in achieving the Purpose.
 - (3) In addition, when the BoD resolves to expel the Member because there are reasonable grounds for expulsion.
2. The expulsion set forth in the preceding paragraph shall take effect when the expulsion is resolved by the BoD, and from that point on, the Member shall lose all rights that he or she had as a Member under this agreement.

Article 8 (Rights of Members)

Members may participate in the Activities in accordance with the provisions of these Terms of Use and the rules of the Alliance.

2. Members may indicate that they are Members of the Alliance in advertisements, pamphlets, events, etc., regarding the Nessum business of their own (including Promoter member G, Standard member G, Start-up member G, Supporter member G, or Special member G). The indication that the person is a Member of the Alliance and the use of the name of the Alliance shall be separately determined by the Alliance.
3. Members may take the compatibility certification test recommended by the Alliance. If you pass the test, you will receive a common key for communication authentication. However, with regard to specific operation, it shall be subject to the separately stipulated compatibility certification regulations.
4. As stipulated in Article 17, the Member shall comply with the Nessum Trademark Usage Manual stipulated by Panasonic Holdings Corporation (hereinafter referred to as "PHD") and use the Nessum trademark (word trademark, graphic trademark, or a combination thereof). Can be used.

Article 9 (Obligations of Members, etc.)

Members shall comply with these Terms of Use and the rules of the Alliance.

2. Members shall practice the Purpose as stipulated in Article 2, and shall endeavor to promote the spread of the Nessum method and the creation of a safe and easy communication compatibility environment between devices that conform to the Nessum method.
3. Members acknowledge in advance that the name of the corporation may be posted in advertisements, public relations, events, communication compatibility verification results, etc. conducted by the Alliance.
4. Members shall not engage in any activities that interferes with the Purpose or Activities, an act contrary to the Purpose, or an act that is not appropriate for a Member in achieving the Purpose.

Article 10 (Annual General Meeting)

Annual General Meeting (hereinafter referred to as "AGM") shall be composed of Members (excluding Supporter, and Special members). However, Supporter members and Special members may attend the AGM at their discretion, subject to approval by the BoD. Additionally, even the non-members who are deemed necessary by the BoD may attend the AGM. The handling of voting rights at the AGM shall be as set forth in Paragraph 3 of this Article.

2. The AGM shall be held once a year at the convocation of the chair of the BoD (hereinafter referred to as "Chair") of the Alliance stipulated in Article 11, and an extraordinary AGM may be held if the BoD deems it necessary. provided, however, that an AGM shall be established upon the attendance of a majority of the total number of voting rights held by the members at the AGM.
3. Members shall have the right to vote one vote per 1G for each Promoter member

- G, Standard member G, and Start-up member at the AGM. Resolutions at the AGM shall be made by a majority of the votes present at the AGM, and in the event of a tie, the decision of the chair of the AGM set forth in the following paragraph shall be deemed to be a resolution of the AGM.
4. The AGM shall be managed by the Chair and vice chair of the BoD (hereinafter referred to as "Vice-chair") stipulated in Article 11, Auditor stipulated in Article 12, Account Auditor stipulated in Article 13 and Alliance Office stipulated in Article 18, and the Chair of the BoD shall serve as the chair of the AGM. However, in the absence of the Chair of the BoD, the Vice-chair of the BoD shall serve as the chair of the AGM.
 5. Except as otherwise provided in these Terms, the AGM shall resolve the following matters.
 - (1) Approval of the Alliance's activity plan
 - (2) The activity report of the Alliance and the registration of the Alliance will be recognized
 - (3) Approval by the Directors, the Auditors and the Account Auditors of the Alliance
 - (4) Other important matters related to the operation of the Alliance proposed by the BoD
 6. When an AGM is held, the Alliance Office shall prepare minutes. The minutes of such meetings shall be open to Members only and shall not be disclosed to non-members. However, this does not apply if disclosure is requested by judicial order, law, or government agency, and the information is disclosed to the extent necessary for that Purpose.
 7. Members who are unable to attend the AGM may substitute attendance at the AGM or the exercise of voting rights by submitting a proxy stating the necessary matters or a document (including by electromagnetic means such as e-mail) stating the necessary matters for resolutions at the AGM that have been notified in advance. In this case, it shall be included in the number of attendances at the meeting and the number of voting rights at the meeting.

Article 11 (Board of Directors)

- The Alliance shall establish a Board of Directors ("BoD", previously called as "Steering Committee") as an executive body to promote the Purpose. The BoD shall consist of no more than five Directors.
2. As a general rule, the term of office of the Directors shall be two years from the beginning of the fiscal year. However, this does not preclude reappointment.
 3. The attributes of the Directors shall be as follows.
 - (1) 1 person from Founder G stipulated in Article 22
 - (2) One person per 1G from the 4 groups of Promoter member G (including Founder G) (hereinafter referred to as "Elected G"). However, the Elected G can be less than 4 groups. In addition, any Promoter member Group that falls under the category of Elected Group G shall be required to pay the additional membership fee stipulated in Article 17, Paragraph 2, Item (2).

- (3) In addition to the Elected G serving as the Chair as stipulated in the following paragraph, one additional Director may be appointed from the same group.

The above (1) is determined by the Founder. With regard to Item (2) above, the Directors from the immediately preceding term shall designate the Elected G. That Elected G shall then select one Director from among its Participants, and the BoD shall deliberate and appoint the Director. With regard to Item (3) above, the relevant Elected G shall select one Participant from among its members, and the BoD shall deliberate and appoint the Director.

4. The chair of the BoD ("Chair") shall preside over the Alliance, and be determined by the BoD from among the Directors. The vice chair of the BoD ("Vice-chair") shall be determined by the BoD from among the Directors as an assistant or acting assistant to the Chair.
5. Notwithstanding the provisions of the preceding paragraphs, if it becomes necessary to retire or change the position of a Director during the term of office, the Promoter member G to which the Director belongs shall promptly appoint a successor from the relevant group and notify the Alliance Office. In this case, the term of office of the successor shall be the remaining term of office of the predecessor.
6. Each Director shall have one vote for voting rights in the BoD.
7. Except as otherwise provided in these by-laws, the BoD shall deliberate and resolve the following matters.
 - (1) Specific matters for implementing the resolutions of the AGM
 - (2) Matters deemed necessary by the Chair for the operation of the Alliance
 - (3) Appointment of Directors, Auditor(s) and Account Auditor(s)
 - (4) Decision of Chair and Vice-chair
 - (5) Establishment, modification, and dissolution of working groups (hereinafter referred to as "WGs") stipulated in Article 16
 - (6) Decision of the chair of the WG
 - (7) Determination of the operation and composition of the WG
 - (8) Deliberation, decision-making, and approval of reports from the WG
 - (9) Decision to join, withdraw, or expel Members
 - (10) Appointment of the Alliance Office of the Alliance
 - (11) Changes and revisions to the terms and conditions of the Alliance (including but not limited to these bylaws)
 - (12) Dissolution of the Alliance
 - (13) Other important matters related to the operation of the Alliance
8. The BoD may meet as needed. Alternatively, it can be held in writing or by electromagnetic means such as e-mail, or by questions and answers using communication means with the Internet and other communication environments such as online meetings.
9. The BoD shall be established by the attendance of a majority of the Directors, and a resolution shall be made with the consent of a majority of the Directors present, except as provided in the following paragraph. Attendance and resolutions may, at the discretion of the Chair, be attended and voted on in

writing or by electromagnetic means such as e-mail, or using communication means with the Internet and other communication environments such as online meetings, and in such cases, the validity of the meeting or resolution shall be determined by the Chair in accordance with the provisions set forth at the beginning of this paragraph.

10. The admission of Members as stipulated in Article 5, the withdrawal of Members as stipulated in Article 6, the expulsion of Members as stipulated in Article 7, changes and revisions to the terms and conditions of the Alliance, the dissolution of the Alliance, and other important matters and matters deemed by the BoD shall be resolved with the consent of at least two-thirds of the Directors. In addition, if the BoD resolves to change or revise the terms of the Alliance, or to enact, change, revise, or abolish the rules of the Alliance, it shall be deemed that the Members have approved that the rules and regulations to which the changes or amendments have been made will be applied to the Alliance.
11. If deemed necessary by the Chair, persons other than the BoD may attend the BoD meeting. In this case, these attendees shall not have voting rights in the BoD.

Article 12 (Auditor)

The Auditor shall audit the operations and financial status of the Alliance and shall be responsible for confirming that the Alliance is being properly managed in accordance with applicable laws and these regulations. The Auditor may express opinions to the BoD as necessary and shall report the audit results to the AGM when appropriate. The Auditor shall be selected by the BoD from among the Participants belonging to Promoter member G and shall be appointed upon approval by the AGM.

2. The term of office of the Auditor shall, in principle, be two years starting from the beginning of the fiscal year, and reappointment shall not be precluded. The Auditor shall not concurrently serve as a Director.
3. Notwithstanding the provisions of the preceding paragraphs, if the Auditor resigns or needs to be replaced during their term, the Promoter member G to which the Auditor belongs shall promptly appoint a successor from within the group and notify the Alliance Office. In such cases, the term of office shall be the remainder of the predecessor's term.

Article 13 (Account Auditor)

The Account Auditor shall audit the financial and accounting processes of the Alliance and shall be responsible for confirming the appropriateness and transparency of income and expenditures. The Account Auditor shall cooperate with the Auditor as necessary and report the audit results to the AGM. The Account Auditor shall be selected by the BoD from among the Participants belonging to Promoter member G and shall be appointed upon approval by the AGM.

2. The term of office of the Account Auditor shall, in principle, be two years

starting from the beginning of the fiscal year, and reappointment shall not be precluded. The Account Auditor shall not concurrently serve as a Director.

3. Notwithstanding the provisions of the preceding paragraphs, if the Account Auditor resigns or needs to be replaced during their term, the Promoter member G to which the Account Auditor belongs shall promptly appoint a successor from within the group and notify the Alliance Office. In such cases, the term of office shall be the remainder of the predecessor's term.

Article 14 (Management Deliberation Committee)

The Alliance shall establish a Management Deliberation Committee (hereinafter referred to as "Committee" or "MDC") under the BoD as a deliberative body to promote the Purpose. This Committee shall consist of the President, Vice Presidents (including the SVP), and VPs for advancement stipulated in the following paragraphs respectively as full members. The organizational body, the former "Board of Directors" which was in operation until June 2025, has been dissolved, and its functions have been consolidated into this Committee.

2. The term of office for each full member in the Committee shall, in principle, be two years starting from the beginning of the fiscal year. Reappointment shall not be precluded.
3. The president of the Committee (hereinafter referred to as the "President") shall concurrently serve as the Chair of the BoD.
4. The vice president of the Committee (hereinafter referred to as "Vice President" or "VP") shall assist or act on behalf of the President and shall be appointed by the BoD from among the Participants belonging to Promoter member G. If deemed necessary by the BoD, a senior vice president (hereinafter referred to as "Sr. Vice President" or "SVP") may be appointed from among the Vice Presidents (except the Vice Presidents for advancement stipulated in the next paragraph) to serve as the highest-ranking Vice President.
5. The vice presidents for advancement (hereinafter referred to as "VP for advancement") shall be selected by Promoter member G from among its own Participants and shall be appointed upon deliberation and approval by the BoD. The VP for advancement shall participate in deliberations regarding the operation of the Alliance within the Committee. Declining the appointment as Promoting VP shall not be precluded.
6. Notwithstanding the provisions of the preceding paragraphs, if it becomes necessary to retire or change the position of a full member during their term of office, the Promoter member G to which the member belongs shall promptly appoint a successor from the relevant group and notify the Alliance Office. In such cases, the term of office of the successor shall be remaining term of office of the predecessor.
7. Each of the President, Vice Presidents, and VPs for advancement shall have one vote for voting rights in the Committee.
8. Except as otherwise provided in these by-laws, the Committee shall deliberate

the following matters as necessary in place of the BoD, adopt resolution proposals or opinion papers, and submit them to the BoD:

- (1) Specific matters for implementing the resolutions of the AGM
 - (2) Matters deemed necessary by the Chair for the operation of the Alliance
 - (3) Appointment of Directors, Auditor(s) and Accounting Auditor(s)
 - (4) Decision of Chair and Vice-chair
 - (5) Establishment, modification, and dissolution of working groups (hereinafter referred to as "WGs") stipulated in Article 16
 - (6) Decision of the chair of the WG
 - (7) Determination of the operation and composition of the WG
 - (8) Deliberation, decision-making, and approval of reports from the WG
 - (9) Decision to join, withdraw, or expel Members
 - (10) Appointment of the Alliance Office of the Alliance
 - (11) Changes and revisions to the terms and conditions of the Alliance (including but not limited to these bylaws)
 - (12) Dissolution of the Alliance
 - (13) Other important matters related to the operation of the Alliance
9. The Committee shall, in principle, hold regular meetings once a month and may convene additional meetings as needed. Alternatively, it can be held in writing or by electromagnetic means such as e-mail, or by questions and answers using communication with the Internet and other communication environments such as online meetings.
10. The Committee shall be established by the attendance of a majority of its members and resolutions shall be adopted with the consent of a majority of the attending voting members. Attendance and voting may, at the discretion of the President, be attended and voted on in writing or by electromagnetic means such as e-mail, or using communication means with the Internet and other communication environments such as online meetings, and in such cases, the validity of the meeting or resolution shall be determined by the President in accordance with the provisions set forth at the beginning of this paragraph. All matters such as resolution proposals and opinion papers adopted by this Committee shall require final approval by the BoD.
11. The observer members such as the Auditor, WG chairs stipulated in Article 16 and the Alliance Office members stipulated in Article 18 may participate at the discretion of the President. As necessary in place of the WG chairs, the chairs of the task group stipulated in Article 16 may participate who belong to the WG. The observer members shall not have voting rights. Additionally, if deemed necessary by the President, persons other than the members of the Committee may attend the Committee meeting. In this case, these attendees shall not have voting rights in the Committee.

Article 15 (Advisors)

The Founder G stipulated in Article 22 may appoint a number of "Advisors" to the Alliance to serve as consultants. The selection, replacement, and term of the Advisors shall be determined by the Founder G. The Advisors shall not hold any

rights exercisable within the Alliance and are not required to be Members of the Alliance.

Article 16 (Establishment and Composition of WGs)

The BoD may establish WGs as necessary to promote the smooth operation of the Alliance.

2. Based on the Purpose, the WG shall consider specific ways to achieve this, formulate and report on an action plan in accordance with the request of the BoD, and implement it based on the approval of the BoD.
3. The chair of each WG (referred to as "WG Chair") shall be appointed by the BoD Chair from among the Promoter member G or the Standard member G, and shall be determined by the approval of the BoD. Each WG shall be governed by the WG Chair. As a general rule, the term of office of the WG Chair shall be two years from the beginning of the fiscal year. However, this does not preclude reappointment.
4. The members necessary for the operation and composition of the WG shall be selected by the WG Chair from among Promoter member G, Standard member G, or Start-up member G, and shall consist of Promoter members, Standard members, and Start-up members who wish to participate with the approval of the BoD. The WG Chair may, as necessary, elect a vice chair of the WG (hereinafter referred to as "WG Vice-chair") from among Promoter member G, Standard member G, or Start-up member G. The WG Chair may, in particular approve the BoD, allow the Members who wish to participate, other than Promoter member G, Standard member G, or Start-up member G, to participate in the WG as WG participants who do not have voting rights and are not directly involved in the operation and execution of the WG.
5. The WG Chair may, as necessary, establish a "Task Group" (hereinafter referred to as "TG") within the WG to divide and promote the activities of the WG, and elect a chair of the TG (hereinafter referred to as "TG Chair") to lead the operation of the TG and the members necessary for the operation and composition of the TG from among the WG members.
6. The WG Chair or TG Chair shall report the results of the WG to the BoD.

Article 17 (Membership Fee)

The Alliance shall be operated with the membership fees and other miscellaneous income of the Members set forth in the following paragraph, provided, however, that each Member shall bear the transportation expenses of the AGM, BoD, WG, or events of the Alliance.

2. Each Member must pay the following membership fees to the Alliance.
 - (1) Promoter member G: 500,000 JPY per year as an annual membership fee.
However, if the Directors falls under the category of Promoter member G who has been elected, an additional 500,000 JPY per year must be paid in addition to the above amount, regardless of the number of Directors.
 - (2) Standard member G: 300,000 JPY per year as an annual membership fee.

- (3) Start-up member G: 0 JPY per year as an annual membership fee.
- (4) Supporter member G: 0 JPY per year as an annual membership fee.
- (5) Special member G: The annual membership fee shall be determined separately for each Member by the BoD.

Provided, however, that the exchange rate for the above annual membership fee when converting the JPY amount into other currencies shall be the monthly average exchange rate which the Alliance applies to their own general financial affairs at the time of issuance of the invoice stipulated in the next paragraph.

- 3. The membership fee for the year in which the Member is admitted shall be paid at the time of enrollment, and within one month after the Alliance issues the invoice at the beginning of the following fiscal year, by transferring a lump sum in cash to the designated account of the Alliance.
In addition, the person applying for membership shall designate a payer (corporation that makes payment, etc.) among his or her Promoter member G, Standard member G, Start-up member G, Supporter member G, or Special member G in accordance with the prescribed procedure at the time of application.
- 4. In the case of enrollment in the middle of the fiscal year, the Member shall pay the amount calculated on a monthly basis for the number of months including the month of enrollment as the membership fee for the first year.
- 5. Members may pay the annual membership fee for the following year in advance at the end of the previous fiscal year for their own convenience. However, advance payment is possible only if the Alliance Office is requested in advance by the end of January of the previous fiscal year and approved by the Alliance Office.
- 6. Members agree to pay additional membership fees if the AGM resolves to collect extraordinary membership fees.
- 7. Membership fees paid to the Alliance will not be refunded for any reason, including requests for withdrawal.
- 8. If there is a surplus at the end of the fiscal year due to the allocation of membership fees, etc., to the payment of expenses, such surplus shall be carried forward to the next fiscal year.
- 9. In the event that it is decided that the Alliance will be dissolved and there is a surplus on the scheduled date of dissolution, the handling of such surplus shall be decided through discussion at the AGM prior to the scheduled date of dissolution.
- 10. Members agree that, if approved by the BoD, the Alliance shall collect from Members the expenses incurred in the events held by the Alliance for each event.
- 11. Necessary items regarding membership fees and expenses of the Alliance other than those stipulated in this Article shall be separately stipulated in the bylaws.

Article 18 (Alliance Office)

In order to operate the Alliance, the Alliance shall establish Alliance Office as a

secretariat appointed by the BoD. The Alliance Office shall be in charge of the Alliance's accounting operations.

Article 19 (Confidentiality)

Members shall not disclose information about the Alliance or other Members that they have learned through the Activities and that has been designated or labeled as confidential (hereinafter referred to as "Confidential Information") without the prior written consent of the Member (hereinafter referred to as "Disclosing Party") who discloses the Confidential Information, and shall not use it for any purpose other than to carry out the Activities without the prior written consent of the Disclosing Party. However, the following information is not included in the confidential information.

- (1) Information that is already publicly known at the time of disclosure, or that has become publicly known regardless of the reason attributable to the Member who receives the confidential information (hereinafter referred to as "Recipient")
 - (2) Information that the Recipient has rightfully held before the disclosure by the disclosing party
 - (3) Information created independently by the Recipient without relying on confidential information
 - (4) Information lawfully obtained by the Recipient from a third party without any obligation of confidentiality
2. Members shall manage confidential information as confidential with the care of a prudent manager, and shall disclose confidential information to the minimum extent necessary only to the officers and employees of the corporation within Promoter member G, Standard member G, Start-up member G, Supporter member G, or Special member G to which they belong, as necessary for Purpose and Activities.
 3. Notwithstanding the provisions of Paragraph 1 and the preceding paragraph of this Article, a Member shall not disclose any confidential information obtained at or through the activities of the BoD or WG to any person other than the Member participating in the BoD or WG (including member G, to which the Member belongs) without the prior written consent of the disclosing party. However, the information specified in (1) ~ (4) of Paragraph 1 of this Article is excluded.
 4. Notwithstanding the provisions of the preceding paragraphs, a Member may disclose confidential information to the extent necessary if disclosure is requested by judicial order, law, or government agency. In this case, the Member who makes the disclosure shall promptly notify the person who discloses the confidential information.
 5. In the event that a Member loses his or her status as a member of the Alliance due to withdrawal pursuant to Article 6 or expulsion pursuant to Article 7, the Alliance is dissolved, or at the request of the disclosing party, the Member shall return or dispose of the confidential information and copies thereof without delay.

6. Members shall comply with the confidentiality obligations stipulated in this Article for a period of three years, even after withdrawing from membership pursuant to Article 6, being expelled pursuant to Article 7, or even after the dissolution of the Alliance.
7. Notwithstanding the provisions of the preceding paragraphs, depending on the Confidential Information, arrangements may be made separately between the Members, the BoD, the WG, etc., which differ from those set forth in this Article, and in such cases, the Confidential Information shall be subject to such arrangements.

Article 20 (Handling of Trademarks)

We confirm that the rights to the Nessum trademark (a word trademark, a figurative mark or a combination thereof related to "Nessum", which refers to a registered trademark and a trademark registration application) belong to PHD.

2. Members may use the Nessum trademark in accordance with the "Nessum Trademark Usage Manual" stipulated by PHD.
3. Members (excluding PHD) agree to enter into a separate trademark license agreement with PHD and comply with the terms of such agreement when using the Nessum trademark, except as provided in paragraph 4, paragraph 1) of this Article.
4. In the above manual, the following two types of Nessum trademarks are prescribed, and the goods and media specified for each use can be used in accordance with the above manual.

- (1) For sales and promotion purposes

As a comprehensive trademark for a group of products that employ Nessum technology, it can be used only for the following items other than the product itself. (Regardless of whether the Nessum product line is compatible or incompatible.)

- i. Promotional materials
 - ii. Packing package (including product instruction manual)
 - iii. Product Catalog
 - iv. WEB banners and billboards

Advertising materials such as.

- (2) Compatible Authentication Applications

In the Nessum communication compatibility certification system implemented by PHD or a Nessum compatible certification body recognized by the Alliance, the product body and semiconductor IC products in the communication compatibility certification system for Nessum compatible products (including IEEE 1901 incompatible products and non-multi-hop Nessum) Modular products.

Article 21 (Handling of Affiliated Companies)

For the purposes of these Terms, "Affiliate" or "Affiliated" means;

- (1) a corporation that controls a member, (2) a corporation controlled by a member, or (3) a corporation under common control with a member, directly or

indirectly, by more than 50 percent of the shares or interests. For the purposes of this Article, "control" or "controlled" means that more than 50 percent of the shares or interests in voting rights to such corporation are held or controlled directly or indirectly by the ruler. The corporation shall be deemed to be an "Affiliate" or "Affiliated" for as long as such control persists.

Article 22 (Founder)

The founder of the Alliance (referred to as "Founder" in these bylaws) shall be Panasonic Holdings Corporation. In addition, if it becomes necessary to add or change the related members, the Founder may do so by notifying the Alliance Office.

2. The relevant members of the Founder shall be able to exercise, bear, or exercise the rights and obligations of the Founder based on this agreement and other operations and Activities together with or on behalf of the Founder.

Article 23 (Exclusion of Antisocial Forces)

Members represent and warrant that neither they nor their officers, agents, intermediaries, or principal investors are antisocial forces (meaning organized crime groups, members of organized crime groups, persons who have not been members of organized crime groups for less than five years, quasi-members of organized crime groups, companies affiliated with organized crime groups, corporate racketeers (sokaiya), groups engaging in criminal activities under the pretext of social movements or political activities, or special intelligence crime groups, and other groups equivalent to these. The same applies hereinafter.), and that they will not fall under any of the following in the future:

- (1) Having a relationship where antisocial forces are recognized as controlling the management.
- (2) Having a relationship where antisocial forces are recognized as being substantially involved in the management.
- (3) Having a relationship where antisocial forces are recognized as using oneself, one's company, or a third party for the purpose of gaining unjust profit or causing damage to a third party.
- (4) Having a relationship where antisocial forces are recognized as providing funds or benefits.
- (5) Having a socially reprehensible relationship with antisocial forces.
2. Members represent and guarantee that they will not engage in any of the following acts by themselves or through the use of third parties:
 - (1) Violent demands.
 - (2) Unreasonable demands beyond legal responsibility.
 - (3) Acts of threatening behavior or violence.
 - (4) Spreading rumors, using deceptive means or force to damage the reputation or credibility of others, or obstructing the business of others.
 - (5) Other acts equivalent to the preceding items.
3. Members shall immediately report to the association any facts that violate the provisions of the preceding two paragraphs as soon as they become aware of

such facts.

Article 24 (Prohibition of Transfer)

Members shall not transfer, succeed, or offer as collateral all or part of their position within the association or any rights or obligations based on this agreement to any third party.

Article 25 (Amendment of this agreement)

This agreement may be amended by a resolution of the BoD in accordance with Article 12.

Article 26 (Fiscal Year)

The fiscal year of the Alliance shall be from April 1 of each year to the end of March of the following year.

Article 27 (Waiver of Liability of the Alliance, etc.)

Members shall carry out all Activities at their own risk, and shall deal with all damages, including accidents and property damage, incurred by themselves in the Activities or the Activities at their own responsibility and expense. The Alliance, persons who hold or have held positions such as officers, Directors, Alliance Office members, WGs, etc., and the Founder G of the Alliance shall not be liable for any accidents, property damage, or other damages associated with the Activities, as well as disputes or claims between Members or third parties.

Article 28 (Compliance with Laws and Regulations)

Members shall not exchange any information that violates the Antimonopoly Act or other laws and regulations regarding products and services that utilize the results of the Activities, and shall comply with relevant laws and regulations in the Activities.

Article 29 (Governing Law)

These Terms shall be construed in accordance with the laws of Japan.

Article 30 (Jurisdiction)

In the event that it becomes necessary to file a lawsuit or file a request for mediation in connection with or in connection with this agreement, the Member agrees that the Osaka District Court shall be the exclusive jurisdictional court of the first instance.

Article 31 (Miscellaneous)

In addition to the provisions stipulated in these bylaws, matters necessary for the operation of the Alliance shall be determined by the Chair of at the BoD.

2. The original text of these bylaws is the Japanese version, which is the current document. The English version is treated as a copy of these bylaws given for reference purposes.

Supplementary Provisions

Article 1

The date of establishment of the Alliance shall be September 25, 2007. It was established under the name of "HD-PLC Alliance" on the day, then, in October 2023, the name was changed to "Nessum Alliance".

Article 2 (Effective Date)

These Terms of Use shall come into effect from the date of enactment.

Article 3 (Fiscal Year in the Year of Establishment, etc.)

The fiscal year of the Alliance shall be from the date of establishment to the end of March of the following year.

Article 4 (Organizational Structure)

The "Organizational Structure Chart" is shown in the attachment. This chart shall be updated or replaced by the Alliance Office or the BoD whenever the organization and operational structure are changed.

Date of enactment: October 2, 2023