

Nessum Alliance By-laws

Article 1 (Name)

The name of this Alliance in English shall be “Nessum Alliance” (hereinafter referred to as the “Alliance”).

Article 2 (Purpose)

Against the backdrop of the rapid spread of broadband and IoT environments, the Society 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 of this project is to promote the creation of a communication compatibility environment that is "safe" and "easy" to connect communication and network devices that conform to the Nessum method and Nessum embedded devices.

Article 3 (Description of Activities)

Alliance shall conduct the following activities (hereinafter referred to as “Alliance activities”) in order to achieve the purpose defined in Article 2.

- Creating a "simple" and "stable" communication environment
 - (1) Conduct the communication compatibility test between the devices manufactured by different companies respectively
 - (2) Educational campaigns for manufacturers, electrical materials/construction/electrical wiring companies/SIers/etc.

- Appeal of Nessum’s convenience
 - (3) Promotional activities to ensure comfortable adoption and use of Nessum
 - (4) Web dissemination and seminars
 - (5) Publicity activities, joint exhibition activities, etc. with SNS, Press Releases, etc.

- Home Appliances / Business / Promotion Activities connecting several devices in the different fields
 - (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 (Member Eligibility and Member Structure)

The Alliance shall consist of the following member types: “Promoter”, “Standard”, “Supporter”, “Special”, “Observer” and these affiliated members, or Promoter-Affiliated Member, Standard-Affiliated Member, Supporter-Affiliated Member, Special-Affiliated Member and Observer-Affiliated Member.

2. Promoter, Standard and Supporter Members must meet all of the conditions set forth in the following:

- (1) Accepts the purpose and activities of the Alliance.

3. A Promoter must meet all of the following items in addition to meeting the conditions in the preceding Paragraph, and shall be a corporate body that has been approved as a Promoter in the screening process conducted by the Steering Committee based on Article 5, and undertake a role to actively participate in the promotion of the Nessum system.

If a corporate body, and others hold an important position (e.g., Steering Committee Member, Officer) in a group such as other PLC alliance, their position as a Promoter may not be approved in the screening process conducted by the Steering Committee, for reasons such as confidentiality, etc.

In addition, the corporate body that intends to become Promoter Member acknowledges in advance that the examination by the Steering Committee will take into account whether the corporate body has been appointed to a major position (e.g., steering committee member, officer, director, etc.) of another organization (communication-related, PLC-related, etc.), and that if the corporate body is appointed to the above position, it may not be able to become Promoter Member for confidentiality reasons.

- (1) Is a corporate body that has adopted and has commercialized or is planning commercialization of the Nessum system for its own products.
- (2) Is a corporate body determined by the Steering Committee to have technical expertise that will contribute to the promotion activities necessary for achieving Alliance’s Purpose.

4. An Ordinary must meet at least one of the following items in addition to the conditions set forth in Paragraph 2, and shall be a corporate body which has been approved as an Ordinary in a screening process conducted by the Steering Committee based on Article 5, and undertake a role to provide support for the activities conducted by Promoter(s) as much as possible.

- (1) Is a corporate body that has adopted or is planning to adopt the Nessum system for its own products.

(2) Is a corporate body that is considering the adoption of the Nessum system for its own products.

5. A Supporter must meet the following items in addition to the conditions set forth in Paragraph 2, and shall be a corporate body which has been approved as a Supporter in a screening process conducted by the Steering Committee based on Article 5, and undertake a role to provide support for the activities conducted by Promoter(s) and Ordinary(s). Also, a Supporter does not engage the operations and execution of Alliance directly but support the organization with its Membership fee.

(1) Is a corporate body that has expressed its sympathy for the Nessum business or Nessum system.

(2) Is the first-time "Supporter" member which member eligibility has continued until end of the same fiscal year of its entry of the membership. However, if the number of dates is less than 90 from its first entry to the end of the same fiscal year, the member eligibility has continued until end of the next fiscal year of the entry.

6. In addition to the conditions set forth in Paragraph 2 of this Article, Special Members shall be corporations, organizations, or individuals who meet all of the following items and have been approved as Special Members by the Steering Committee in accordance with Article 5, and shall play a role in supporting the activities of Promotion Members, General Members, and Supporting Members. Special members are not directly involved in the operation and execution of the Society.

(1) Corporate bodies, organizations, or individuals who express their support for the Nessum business or Nessum system

(2).Corporate bodies, organizations or individuals who The Steering Committee specifically approves membership in the Society

7. In addition to the conditions set forth in Paragraph 2 of this Article, an Observer Member shall be a corporation, organization, or individual who satisfies Item 1 of this Paragraph, satisfies either Item 2 of this Paragraph or Item 3 of this Paragraph, and has been approved as an Observer Member by examination by the Steering Committee in accordance with Article 5. Observer members are not directly involved in the operation and execution of the Society.

(1) Corporations, organizations, or individuals who express their support for the Nessum project or method

(2) A corporation, organization, or individual who is specifically recognized by the Steering Committee and invited to join the Steering Committee as being expected to make a significant contribution to the Society by joining the Society.

(3) A corporation, organization, or individual who is specifically recognized by the

Steering Committee 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 Society due to having some significant influence.

8. Promoter-Affiliated Members, Standard-Affiliated Members, Supporter-Affiliated Members Special-Affiliated Members and Observer-Affiliated Members shall be the affiliated companies (set forth in Article 18) of Promoters, Standards, Supporters, Specials or Observers for which the respective Promoter, Ordinary or Supporter has completed the registration procedures prescribed by Alliance in accordance with Article 5 Paragraph 3. (Hereinafter, Promoters and Promoter-Affiliated Members shall be collectively referred to as “Promoter Group”, and further, “Group” can be denoted as “G”, then it can be “Promoter-G”, Standard and Standard-Affiliated Members shall be collectively referred to as “Standard Group” or “Standard-G”, Supporter and Supporter-Affiliated Members shall be collectively be referred to as “Supporter Group” or “Supporter-G”. Specials and Special-Affiliated Members shall be collectively referred to as “Special Group” or “Special Group”, and Observers and Observer-Affiliated Members shall be collectively referred to as “Observer Group” or “Observer Group”. However, when the Promoters, Standards, Supporters, Specials or Observers do not have any Affiliated Members, the terms “Promoter Group”, “Standard Group”, “Supporter Group”, “Special Group” and “Observer Group” shall mean the Promoter, the Standard, the Supporter, the Special or the Observer, respectively.)

9. The Steering Committee may add or modify the terms and conditions regarding membership set forth in Paragraphs 2 through 5 by resolution pursuant to the provisions of Article 12.

10. Notwithstanding the provisions in Paragraph 3, Paragraph 5 and Article 5, the Founder and its Founder-Affiliated Members defined in Article 19 shall function as Promoters and Promoter-Affiliated Members. (Hereinafter, the Founder and Founder-Affiliated Members shall be collectively referred to as the “Founder Group,” and the Founder Group shall be part of the Promoter Group.)

11. In the case that transfer, change, etc., of a Member’s status be necessary due to a company merger, transfer of operations, organizational change, etc., the Member concerned must notify the Office, in writing set forth in Article 15, of the fact without delay and obtain approval from the Steering Committee, as necessary.

Article 5 (Admission and Assignment of Representatives)

1. To join Alliance, applicants that wish to join alliance must fill out the necessary information in the Admissions Application prepared by Alliance, sign and seal it, and submit it to the Office set forth in Article 15, and membership shall be authorized when the application has been

approved by the Steering Committee set forth in Article 12. The details, etc. of the application procedures shall be defined separately.

2. Promoters, Standards, Supporters, Specials and Observers shall appoint 2 people from the Promoter Group, Standard Group, Supporter Group, Special Group or Observer Group to which they belong as representative members for participating in Alliance (hereinafter referred to as “Participant(s)”), and shall appoint 1 person of the 2 people as a representative who will exercise the Member’s Rights within Alliance (hereinafter referred to as the “Participating Representative”), and shall submit the necessary information such as the names of these representatives, their divisions, etc., to the Office. Promoters, Standards, Supporters, Specials and Observers shall promptly notify the Office of any changes in the Participant or Participating Representative.

3. When a Promoter, Standard, Supporter, Special or Observer wishes to register its affiliated company as an affiliated member (“Affiliated Member”), a designated Registration Application for Alliance, identifying the affiliated company, shall be submitted to the Office. The membership of the Promoter-Affiliated Member, Standard-Affiliated Member, Supporter-Affiliated Members, Special-Affiliated Members or Observer-Affiliated Members shall become effective on the day that the Office accepts the application upon confirmation.

Article 6 (Cancellation of Membership)

1. Members may cancel their membership in Alliance at any time by submitting a “Cancellation” Form prepared by Alliance to the Office. A Member’s cancellation of membership by the Member shall be effective from the day following the day that the Cancellation Form submitted by the Member arrives at the Office.

2. Notwithstanding the provisions of Paragraph 1, in the event that a Member loses its status as a corporate body, or if it loses its legal status due to dissolution, etc., it shall be deemed that the Member cancelled their membership in the Alliance at the time of the loss of status.

Article 7 (Expulsion)

1. A Member may be expelled from Alliance if the Member falls under any of the following conditions.

- (1) The Steering committee determines that the Member has violated at least one of the provisions of By-laws and that the concerned Member should be expelled.
- (2) The Steering Committee determines that the Member is engaged in activities that interfere with the Purpose or Alliance activities, activities that violate the purpose of Alliance, or activities that are inappropriate as a Member of the Alliance for achieving

Alliance's Purpose and that the Member concerned should be expelled.

- (3) Other cases where the Steering Committee determines, having logical reasons that it is necessary to expel the Member, that the member concerned should be expelled.
2. In the case expelling a Member set forth in preceding paragraph, the concerned expulsion shall become effective at the time that the Steering Committee determines to expel the Member, and the concerned Member shall lose all rights as a Member based on these By-laws at this time.

Article 8 (Member's Rights)

1. Members may participate in Alliance activities in accordance with the provisions of these By-laws and other rules of Alliance.
2. Members may indicate that they are a Member of this Alliance in advertisements, pamphlets, events, etc. for the Nessum business by themselves (including Promoter Member Groups, Standard Member Groups, Supporter Member Groups, Special Member Groups or Observer Member Groups to which the Member belongs). The method of indicating membership with Alliance, and the method of using the Alliance's name, etc. shall be defined separately within Alliance.
3. Members may take the compatibility certification test recommended by the Association. 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 (Members' Obligations, etc.)

1. Members shall observe these By-laws and other rules of the Alliance.
2. Members shall practice the objectives of the Society 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 shall agree in advance that their corporate names may be published in advertisements, press releases, events, Nessum Connectivity Verification Test results, etc. run by the Alliance.

Article 10 (Officers, etc.)

1. One Chairman, one Vice Chairman, and one Accounts Auditor shall be appointed as Officers of the Alliance, and “Board of Directors” is consist of the Chairman, the Vice Chairman and the Accounts Auditors. The term of office of the Officers shall be 2 years. However, during the period from the founding date until the end of March of the year after the next (hereinafter referred to as the “Initial Period”), the term of office shall last for the Initial Period. In either case, Officers shall be eligible for reappointment.

2. The Founder Group may appoint two “Consultants” as adviser to the Alliance. In this case, selection, changes, period, etc. of office for the concerned Consultant shall be determined by the Founder Group. The Consultant shall not possess any rights that can be exercised in the Alliance.

3. The Chairman shall be in charge of overseeing the Alliance’s affairs, and the position of Chairman shall be served by the Steering Committee Leader set forth in Article 12. The Vice Chairman shall be an assistant to the Chairman and be selected by the Steering Committee from among the Steering Committee Members set forth in Article 12.

4. The Accounts Auditor shall be selected by the Steering Committee from among the Promoter Groups and be appointed based on approval by a Plenary. However, for the Initial period, the Founder Group shall select and appoint the Accounts Auditor.

5. Notwithstanding the provisions in the preceding Paragraphs, in the event that the Vice Chairman or Accounts Auditor resign, or if it be necessary to replace the Vice Chairman or Accounts Auditor during the term of office, Members in the concerned Promoters Group or Ordinaries Group shall promptly select a successor from the concerned group and inform the Office of the change. In this case, the term of office shall be for the period remaining in the predecessor’s term of office. In addition, in the event that the Chairman resign or, if it be necessary to replace the Chairman during the term of office, the procedure will follow that of the resignation or change of the Steering Committee Leader during the term of office set forth in Article 12.

Article 11 (Plenary)

1. A Plenary Meeting (“Plenary”) shall consist of Members of the Alliance. However, non-Members whom the Steering Committee has determined necessary may attend a Plenary Voting rights at Plenarys shall be as set forth in Paragraph 3.

2. A Plenary shall be convened by the Chairman once a year, and in addition, an extraordinary Plenary may be convened at any time when determined necessary by the Steering Committee. However, a Plenary shall be valid only when enough Members with voting rights to form a majority in the Plenary are present.

3. Members shall be entitled to one vote per Promoter Group or Ordinary Member Group in Plenarys. Resolutions at Plenarys shall be passed based on a majority vote of Members with voting rights present at the Plenary, and in the case of a tie vote, the Chairman of a General Meeting set forth in the following Paragraph shall have the deciding vote.

4. Plenarys shall be managed by the Chairman, Vice Chairman, Accounts Auditor and Office of the Alliance, and the Chairman shall serve as chairman for Plenarys (“Plenary Chairman”). However, in the absence of the Chairman, the Vice Chairman shall serve as the Plenary Chairman.

5. The following, except where explicitly set forth in these By-laws, shall be decided by resolution at a Plenary.

- (1) Approval of Alliance activity plans
- (2) Approval of Alliance activity reports and Alliance account reports
- (3) Approval of the Accounts Auditor of the Alliance
- (4) Other important matters related to the operation of the Alliance proposed by the Steering Committee

6. When a Plenary is held, the Administration Office shall record the meeting minutes. The concerned meeting minutes shall be disclosed only to Members and shall not be disclosed publicly. However, if required by judicial order, legislation, or other governmental agency, the minutes may be disclosed to the extent that is necessary.

7. Members who are unable to attend a Plenary may substitute attendance at a Plenary or exercise voting rights by submitting (including via electronic means such as e-mail) a letter of proxy indicating the necessary information, or a written document indicating the necessary information regarding the Plenary resolution items, which are notified to them in advance. In this case, the attendance and vote for that Member shall be included in the count for that Plenary.

Article 12 (Steering Committee)

1. The Alliance shall establish an Steering Committee as an enforcement body, in order to promote the Alliance’s purpose. The Steering Committee shall consist of 5 Steering Committee Members. However, there may be cases where there are fewer than 5 members. One member shall serve as the Steering Committee Leader.

2. The term of office for Steering Committee Members (including the Steering Committee Leader) shall be 2 years. However, during the Initial Period, the term of office shall be for the duration of the Initial Period. In either case, Steering Committee Members shall be eligible for reappointment.

3. The Steering Committee shall consist of the following Steering Committee Members.

- (1) One member from the Founder Group
- (2) From among the Promoter Groups (including the Founder Group), one member each from 4 Promoter Groups (hereinafter referred to as the “Selection Groups”). However, there may be cases where there are fewer than 4 Selection Groups.
- (3) Chairman as one member

The Founder Group selects the member for (1) above. Regarding (2), the Steering Committee Members from the preceding term of office shall decide the Selection Groups, and the Selection Groups shall select their member from the Participants set forth in Article 5 Paragraph 2.

4. The Steering Committee Leader shall be selected among the Steering Committee Members by the Steering Committee. .

5. Notwithstanding the provisions in the preceding Paragraph, during the term of office, in the event of the resignation of an Steering Committee Member (including the Steering Committee Leader), or if it be necessary to replace an Steering Committee Member, the Promoter Group (including the Founder Group) of the concerned Steering Committee Member shall promptly select a successor from the concerned group and inform the Administration Office of the change. In this case, the term of office shall be for the period remaining in the preceding Steering Committee Member’s term of office.

6. Regarding voting rights in Steering Committee, each Steering Committee Member shall be entitled to one vote.

7. The Steering Committee shall deliberate upon and resolve matters related to the following items, except where explicitly set forth in these Regulations.

- (1) Implementation details regarding matters resolved at Plenary.
- (2) Matters that the Steering Committee Leader determines necessary for the operations of the Alliance
- (3) Appointment of the Steering Committee Leader (who also serves as the Chairman) and Vice Chairman
- (4) Selection of the Accounts Auditor
- (5) Establishment, modification, dissolution of Working Groups (hereinafter referred to as the “WG”) provided in Article 13
- (6) Appointment of Chairs for WGs
- (7) Decisions regarding operations and structure of WGs
- (8) Deliberating, resolving, approving matters reported by WGs
- (9) Decisions regarding admissions, cancellation, and expulsion of Members
- (10) Selection of Alliance Administration Office
- (11) Changes and revisions to the Alliance’s By-laws
- (12) Dissolution of the Alliance

(13) Other important matters related to the operations of the Alliance

8. Steering Committee Meetings may be held at anytime as necessary. In addition, an Steering Committee Meeting may be conducted using written documents, electromagnetic methods such as e-mail or communication methods such as internet on-line meeting, etc. in a question-and-answer or other such format.

9. An Steering Committee Meeting shall be valid when a majority of Steering Committee Members are present at the meeting, and with the exception of the cases set forth in the following paragraph, resolutions shall require the agreement of a majority of the Steering Committee Members present at the meeting. Attendance and voting by means of written document or e-mail shall be possible when permitted by the Steering Committee Leader.

10. Approval of the admissions for Members, as set forth in Article 5, the cancellation of Membership as set forth in Article 6, expulsion of Members as set forth in Article 7, changes and revisions to the Alliance's By-laws, dissolution of the Alliance, and resolutions regarding other matters determined important by the Steering Committee Leader shall require the agreement of two thirds or more of all Steering Committee Members. When resolutions are passed by the Steering Committee regarding changes and revisions to the Alliance's By-laws or enactments, or changes/revisions to and repeals of the general rules for the Alliance, acceptance of the application of the changed and/or revised rules and By-laws by the Alliance shall be assumed for all Members.

11. If deemed necessary by the Steering Committee Leader, a person who is not an Steering Committee Member may attend Steering Committee Meetings. In this case, the concerned attendee shall not have voting rights in the Steering Committee.

Article 13 (Establishment and Structure of WGs)

1. The Steering Committee may establish WGs when necessary in order to promote the smooth operations of the Alliance.

2. WGs shall review detailed implementation methods based on the intent of the Alliance, create activity plans and provide reports according to the requests of the Steering Committee, and implement the plans after obtaining approval from the Steering Committee.

3. Chair of each WG shall be selected by the Steering Committee Leader from among the Promoter Groups or the Ordinary Groups, and be approved by the Steering Committee. Each WG shall be managed by the above-mentioned Chair.

4. Members necessary for the operations and structure of a WG shall be selected by the Chair from among the Promoter Groups or the Standard Groups and consist of the Promoters and the Standards who want to join the WG under approval by the Steering Committee. The WG Chair may, as necessary, elect a Vice-Chair from among the Promoting Member G or the

Standard Member G. The WG Chair may, in particular allow Supporter Members who wish to participate to participate in the WG as participants who do not have voting rights and are not directly involved in the operation and execution of the WG, only if the Steering Committee approves it.

5. The WG Chairperson may, as necessary, establish a "Task Group" (hereinafter referred to as the "TG") within the WG to divide and promote the activities of the WG, and elect the chief examiner (the English name is the "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. Each WG shall report the results of its activities to the Steering Committee.

Article 14 (Membership Fees)

1. The Alliance shall operate by means of the membership fees of Members as set forth in the following Paragraph and other miscellaneous income. However, each Member shall be responsible for paying the transportation expenses, etc. when attending Plenary, Steering Committee Meetings, and events hosted by a Working Group or the Alliance, etc.

2. Each Member shall pay the following membership fee set forth below to the Alliance.

(1) Promoter Group: 500,000 Japanese yen annually as an annual membership fee.

If the Member is a part of a Promoter Group with an Steering Committee Member, the Member must pay 500,000 Japanese yen annually in addition to the membership fee set forth above, regardless of the number of Steering Committee Members.

(2) Standard Group: 300,000 Japanese yen annually as an annual membership fee.

(3) Supporter Group: 0 Japanese yen annually as an annual membership fee.

(4) Special Group: 0 Japanese yen annually as an annual membership fee.

(5) Observer Group: 0 Japanese yen annually as an annual membership fee.

3. Membership fees for the year a Member joins the Alliance shall be paid at the time of admission, and for subsequent years, membership fees shall be paid at the beginning of the fiscal year within one month from the day that the Alliance issues an invoice, and payment shall be made as a single cash transfer to the account designated by the Alliance.

In addition, the person submitting the application shall specify the entity (corporate body) in charge of making payments from the Member's Promoter Group, Ordinary Group or Supporter Group at the time of admission, following prescribed procedures.

4. In the case that a Member enrolls mid-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 Secretariat is requested in advance by the end of January of the previous fiscal year and approved by the Secretariat.

6. Members shall agree to pay additional membership fees in cases where a resolution to collect an extra membership fee is passed at a Plenary.

7. Membership fees paid to the Alliance shall not be refunded for any reason including a request to cancel membership in the Alliance.

8. In the case that there is a surplus remaining at the year-end after appropriating membership fees and paying expenses, the surplus shall be carried forward to the following year.

9. In the case that there is a decision to dissolve the Alliance, and there will be a surplus remaining on the scheduled dissolution date, the handling of the surplus shall be discussed and determined at a Plenary prior to the scheduled dissolution date.

10. Members shall agree that the Alliance may collect expenses necessary for events conducted by the Alliance from Members at each event if it has been approved by the Steering Committee.

11. Necessary matters regarding membership fees and other expenses for the Alliance not set forth in this Article shall be set forth in a separate detail document.

Article 15 (Administration Office)

The Alliance shall establish an Administration Office staffed by Members selected by the Steering Committee to manage the operations of the Alliance. However for the Initial Period, the Founder Group shall select the staff for the Administration Office (includes appointing Members from its own group). The Administration Office shall be responsible for the accounting work of the Alliance.

Article 16 (Confidentiality)

1. Members shall not disclose information, which is designated or indicated as confidential (hereinafter referred to as “Confidential Information”), regarding the Alliance or another Member, obtained through the Alliance activities, to a non-Member of the Alliance without obtaining the prior written approval from the Member who disclosed the Confidential Information (hereinafter referred to as “Disclosing Party”). Members must not use Confidential Information for purposes other than for performing the Alliance activities, without obtaining prior written approval from the Disclosing Party. However, the following information shall not be considered Confidential Information.

- (1) Information that is already public knowledge at the time of the disclosure, or information which becomes public through no fault of the Member who receives the Confidential Information (hereinafter referred to as the “Recipient”)

- (2) Information that is legitimately known to the Recipient prior to receiving the information from the Disclosing Party
- (3) Information independently developed by the Recipient without reliance on the Confidential Information
- (4) Information that the Recipient legitimately obtained from a Third Party without any confidentiality obligation

2. Members shall treat the Confidential Information as confidential with the care of a good manager, and the disclosure of the Confidential Information within the Member's Promoter Group, Standard Group, Supporter Group, Special Group or Observer Group shall be limited to the minimum number of corporate executive officers and employees within the group who need the information to conduct Alliance activities and pursue the Purpose of the Alliance.

3. Notwithstanding the provisions of Paragraph 1 and the preceding Paragraph, Members shall not disclose Confidential Information obtained from or through the activities of the Steering Committee or Working Group, to a person who is not a member of the Steering Committee or a participating member in the Working Group (including Members within the Promoter Group or Standard Group) without obtaining the prior written approval from Disclosing Party. However, the information set forth in items (1) through (4) of Paragraph 1 shall be excluded.

4. Notwithstanding the provisions of the preceding Paragraphs, in the event that disclosure is required by judicial order, legislation, or other governmental agency Members may disclose, Confidential Information to the extent that is necessary. In such a case, the Member that discloses the information shall promptly notify the Disclosing Party of Confidential Information of the disclosure.

5. In the event that Member status is lost (hereinafter referred to as "Status Loss") due to cancellation of membership as set forth in Article 6 or expulsion as set forth in Article 7, or if the Alliance is dissolved, or a request is received from the Disclosing Party, Members shall return or discard the Confidential Information and any copies of the Confidential Information without delay.

6. Members shall continue to observe the confidentiality obligations set forth in the provisions of this Article for 3 years after cancellation of membership as set forth in Article 6, expulsion as set forth in Article 7, or dissolution of the Alliance.

7. Notwithstanding the provisions of the preceding Paragraphs, separate rules may be established between Members, within the Steering Committee, or within a Working Group, etc., for handling specific Confidential Information which may vary from the provisions of this Article, and in this case, the specific Confidential Information shall be handled in accordance with the rules that are established.

Article 17 (Handling of Trademarks)

1. 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 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.))

1. Promotional materials
2. Packing package (including product instruction manual)
3. Product Catalog
4. 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 Society, 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 18 (Handling of Affiliated Companies)

1. In these By-laws, "Affiliated Company" shall mean (1) A corporate body that has control over a Member, (2) A corporate body that is under the control of a Member, or (3) A corporate body that is controlled by the same entity as a Member, either directly or indirectly through the ownership of more than 50 percent of the shares or ownership interests. In this Article, "control" shall mean that more than 50 percent of the voting shares or ownership interest in the corporate body concerned is either directly or indirectly owned or controlled by the controlling party. The corporate body concerned shall be considered an "Affiliated Company"

as long as this control exists.

Article 19 (Founder)

1. The founder of the Alliance (“Founder”) is Panasonic Holdings Corporation. The Founder may make additions or changes to the affiliated members when necessary by providing a notice to the Administration Office.
2. Founder-Affiliated Members may exercise or undertake the Founder’s rights or obligations based on these By-laws, or conduct other operations and activities, etc. for the Alliance, either together with or on behalf of the Founder.

Article 20 (Fiscal Year)

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

Article 21 (Alliance’s Disclaimer)

Members shall carry out the Alliance activities at their own responsibility and shall handle any accidents that arise as a result of the Alliance activities or accidents that they themselves encountered in connection with the Alliance activities and any damages including property damage at their own responsibility and expense. The Alliance and any entities currently holding or have held a position in the Alliance, including the Alliance’s Officers, Steering Committee Members, Administration Office, Working Groups, shall in no way be liable for any accidents, damage including property damage, or any disputes or claims between members or third parties resulting from Alliance activities.

Article 22 (Compliance with Laws)

Members shall not exchange information relating to products or services that use the results of the Alliance activities in a way that violates antitrust laws or other laws and ordinances, and shall comply with applicable laws and ordinances while conducting the Alliance activities.

Article 23 (Governing Law)

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

Article 24 (Jurisdiction)

Members shall agree that in the event of litigation or request for arbitration directly or indirectly related to these By laws, the Osaka District Court shall be the agreed court of

exclusive jurisdiction at the first instance.

Article 25 (Miscellaneous)

- (1) Matters necessary for the operations of the Alliance that are not covered in these By-laws shall be determined by the Steering Committee Leader at Steering Committee Meetings.
- (2) The original text of this By-laws is the Japanese version, which is the current document. The English version is treated as a copy of this By-laws given for reference purposes.

Supplementary Provisions

Article 1

The Alliance is founded on September 25, 2007.

Article 2 (Effective Date)

These By-laws shall be in force from the date of its enactment.

Article 3 (Fiscal Year, etc. for the Founding Year)

The fiscal year of the Alliance for the founding year shall be from the date of foundation to the end of March in the following year.

Article 4 (Organization and Operational Structure)

The "Organization and Operational Structure Chart" is shown in the attachment. This chart shall be updated or replaced by the Secretariat or the Steering Committee whenever the organization and management structure are changed.

Date of enactment: October 02, 2023
(Migrated from the former HD-PLC Alliance By-laws)

Revision History

Updated on	Ver.	What's changed	Reason for change
2023/10/02	1.0	–	Creation of the first edition