

BYLAWS
OF
VOLUNTARY CHAdEMO ASSOCIATION

Chapter 1 General

Article 1 (Name)

This organization shall be called “CHAdEMO Association.”

Article 2 (Office)

1. This Association shall have its headquarters in Yokohama City, Kanagawa Prefecture, Japan.
2. This Association may open new branches at the locations necessary for the activities of this Association upon approval of the Executive Board.

Article 3 (Purpose)

1. This Association aims to achieve the following objectives:
 - (1) To establish CHAdEMO Protocol (Annex 1) to be widely disseminated as a standard technology for DC quick-chargers,
 - (2) To promote technical analysis of normal/quick charging infrastructure to improve electric vehicle users' convenience,
2. This Association does not prevent its members from developing and using other charging technologies than that of CHAdEMO Protocol, provided that the members abide by the membership obligations provided for in Article 7.

Article 4 (Activities)

This Association shall conduct the following activities to achieve the objectives set forth under the foregoing article:

- (1) To establish communication standards between quick-chargers and electric vehicles and to resolve technical issues,
- (2) To perform the promotional activities to achieve the global standardization by providing information to international entities of global standards through national representatives and performing the public relations activities,
- (3) To provide technical assistance for the installation of normal/quick charging infrastructure and promote its diffusion,
- (4) To conduct any other activities necessary to achieve the objectives of this Association, in addition to those mentioned under the foregoing items.

Chapter 2 Members

Article 5 (Classes of Membership)

1. This Association shall have four classes of membership designated as “Executive Members,” “Regular Members,” “Supporting Members” and “Observers.”
2. Executive Members shall be appointed among the Regular Members at the General Assembly. Executive Members shall conduct the activities of the Executive Board and Workshops as mentioned in Article 45.
3. Regular Members shall be corporations or associations respecting the objectives of this Association and developing or producing their products which use CHAdEMO Protocol, and they shall conduct Workshop activities as mentioned in Article 45.
4. Supporting Members shall be corporations or associations working to aid this Association in its activities and shall conduct the activities of the Infrastructure Workshop as mentioned in Article 45.
5. Observers shall be any administrative body, public agency or non-profit organization that participates in sessions of the Infrastructure Workshop as mentioned in Article 45 at the request of the President to the extent that as may be granted by the Executive Board.

Article 6 (Admission as a Member)

1. Applicants of this Association shall submit a membership application, prepared in a separately specified form, to the President to seek approval from the Executive Board of this Association (hereinafter “Executive Board”).
2. Each member shall appoint one person (hereinafter a “Member’s Representative”) as a representative of the corporation or association to exercise its rights and report such an appointment to the President.
3. Members having their Member’s Representative changed shall promptly submit notice of such change, prepared in a separately specified form, to the President. Changes to the Member’s Representative shall be effective upon receipt of said notice by the President.

Article 7 (Members’ Rights and Obligations)

1. Regular Members can share information about technical specifications and participate in the processes of their modification through sessions of the Technology Workshop.
2. Members can share information related to the promotion of charging infrastructures through sessions of the Infrastructure Workshop.
3. Members can use the CHAdEMO trademark (see Attached Figure 1), without being required to pay additional fees other than the membership dues, for the purpose of conducting the activities of this Association. The use of the CHAdEMO trademark shall comply with separate trademark usage regulations set forth in Article 9.
4. Members shall pay the annual membership dues specified below. In the event that a registered member loses its membership status whether voluntarily or otherwise, this Association shall not be obligated to refund to them paid membership dues and other contributions.

- (1) Executive Members: ¥900,000
- (2) Regular Members: ¥500,000
- (3) Supporting Members: ¥100,000
- (4) Observers: no dues

Notwithstanding, among Supporting Members, a corporation or an association that deploys quick chargers for public use and commercializes the charging services shall be exempted from paying the annual membership dues.

5. Regular Members shall comply with the certification procedures described in Annex 2 attached hereto before commencement of marketing the chargers to be manufactured by using CHAdeMO Protocol, and obtain the certification that the chargers conform to the standard specifications (“Standard Specifications”) for fast chargers for electric vehicles to be issued by this Association.

6. Members who are disqualified under the provision of Article 12 or Article 13 shall have their Association rights forfeited while being exempted from their obligations, except as provided for separately; provided, however, that any unfulfilled obligations will be valid even after the point of disqualification.

Article 8 (Confidential Information)

1. Secrecy Obligations

Members shall keep the information set forth below (hereinafter “Confidential Information”) in confidence and may disclose it to only the minimum number of their officers and employees who have a “need to know” such Confidential Information to fulfill the objectives of this Association, and also refrain from using the Confidential Information for any purpose other than the objectives of this Association and disclosing it to any third party other than the Regular Members without prior consent of the disclosing party of such Confidential Information and the Executive Board. Notwithstanding the above, Members may disclose the Confidential Information to only the minimum number of officers and employees who have a “need to know” it of their Affiliates (which mean any company or entity, directly or indirectly controlled by a Member, for which purpose “control” means either ownership of more than fifty percent (50%) of the voting shares of such company or entity, or the power to direct its policies and management whether by contract or otherwise) to fulfill the objectives of this Association; provided, however, that in the event that Members disclose the Confidential Information to their Affiliates, they shall notify the name of said Affiliates to the Executive Board, and impose the same obligations set forth in these Bylaws on said Affiliates.

- (1) The Standard Specifications and their extended specifications,
- (2) Handouts or electronic data of the documents described in subparagraph (1) above to be distributed by post or e-mail,
- (3) Among all the materials distributed in the Technology Workshop, those externally designated as confidential in nature of the information presented, such as those marked “Confidential Information,” and the contents in such materials,
- (4) Information that is presented orally or by means of visual displays, such as transparencies in the Technology Workshop and whose content is declared as being “Confidential Information” by its

disclosing party

(5) Copies or duplications of any material and information of subparagraphs (1) to (4) above.

With respect to the information to be regarded as confidential which is presented by a Member orally or by means of visual displays in the Technology Workshop, the Member shall notify to other Members of the Technology Workshop in writing or orally that such information is the Confidential Information.

2. Exemption from Secrecy Obligations

The following Information shall not be regarded as

Confidential Information:

(1) Information that can be verified to have already been in the domain of public knowledge at the point of its distribution or presentation,

(2) Information that can be verified to have already been in their own possession prior to the session in which it was distributed or presented,

(3) Information that can be verified to have entered the domain of public knowledge without any fault of the recipient after the point of its distribution or presentation,

(4) Information that can be verified to have been independently developed, manufactured or created by themselves without referring to the Confidential Information,

(5) Information that has been obtained legally from duly authorized third parties, without being held liable for a secrecy obligation, after the point of its distribution or presentation,

(6) Information whose disclosure is required by laws and regulations; provided, however, the recipients shall notify the disclosing party of that information and the Executive Board before disclosing the information and also make reasonable efforts to ensure that the information is used to the minimum extent necessary and only for the purposes defined by laws and regulations, or

(7) Information that is defined by the Technology Workshop as being worthy of public dissemination as a specification, technical standard or standard specifications for electric vehicle quick chargers.

3. Term of Secrecy Obligations

Members shall keep the Confidential Information in confidence for five (5) years from the date of its receipt.

4. Remedial Measures

Whenever any problem with Confidential Information owned by a certain Member, including loss or leakage, occurs, or is feared to have occurred, or is likely to occur, such a Member shall take emergency measures promptly to prevent the escalation of the damages resulting from the problem and explore remedial measures in consultation with the provider of that information and the Executive Board.

5. Withdrawal and Dismissal from Membership

If Members are disqualified as a member of the CHAdEMO Association due to withdrawal or dismissal from the Association, they shall either return to the Executive Board, or dispose of or destroy all writings and media relating to the Confidential Information and copies or duplications thereof in their own possession at the time of disqualification, as directed by the Executive Board. If the Confidential Information has been disposed of or destroyed, they shall submit written evidence to prove the disposal or destruction to the Executive Board. Notwithstanding the above, Members are permitted to store one set of the copies for the legal records at their appropriate administration departments.

Article 9 (Intellectual Property Rights)

1. Any invention, utility model, design and works which are conceived by, and any patent, utility model right, design right, copyright and any other intellectual property right resulting from the foregoing which are acquired by a Member prior to and after the admission to this Association shall be solely owned by and remain the property of the conceiving or acquiring Member.

2. For the purpose of driving the CHAdeMO Protocol to an international standard, promoting the dissemination, development and utilization of the related technology throughout the world, and thereby contributing to industrial development, in the event that a Member owns or acquires any patent, utility model right, design right, copyright or any other intellectual property right (including those acquired by the Member prior to and after the admission to this Association) which are described or embodied in the Standard Specifications and necessary for the apparatus to be manufactured based on the CHAdeMO Protocol (hereafter collectively called "Essential IP"), the Member shall grant to all other Members (including those who will newly become a Member in the future) a non-exclusive and royalty-free license, without a right to sublicense, to utilize the Essential IP throughout the world. For the avoidance of doubt, "Essential IP" shall include, but not limited to, any intellectual property right in the following fields:

- (1) Interface circuit between electric vehicles and electric chargers; Signal level; and Data format,
- (2) Control procedures of charging current

On the other hand, "Essential IP" shall not include local technologies on each side of electric chargers and electric vehicles; and for example, the following technologies shall not be included in the Essential IP:

- (1) Optimized algorithm for battery and vehicle control on the side of electric vehicles; and
- (2) Power circuit structures and power control methods on the side of electric chargers.

3. In the event that a Member is disqualified as a member of this Association due to withdrawal or dismissal from the Association and the Member owns the Essential IP at the time of the withdrawal or dismissal, the license granted by the Member to other Members shall survive and remain in effect under the same conditions as set forth in Article 9.2 above until the expiration of the Essential IP. On the other hand, in the event that a Member is disqualified as a member of this Association due to withdrawal or dismissal from the Association, the license granted by any of other Members to such a disqualified Member under Article 9.2 above shall be automatically terminated and such a disqualified Member shall not have any more right to utilize any of the Essential IP without charge after the withdrawal or dismissal from the Association.

4. Any difference or dispute between Members related to the scope of the Essential IP and interpretation of the licensing conditions shall be amicably settled through mediation by the Executive Board. If no settlement is made within ninety (90) days after commencement of the mediation, such a dispute shall be settled by Settlement of Dispute as set forth in Article 43 hereof.

5. Trademark

(1) Members are entitled to use the CHAdeMO trademark, with no additional charge, to their own products or services that comply with the CHAdeMO Protocol and have been duly certified by this

Association.

(2) Members shall comply with the usage manuals on the CHAdEMO trademark at the time of using the CHAdEMO trademark. Upon request of the Executive Board, Members shall send samples of the products or advertisements using the CHAdEMO trademark to the Executive Board for its inspection.

(3) To avoid damages to the brand value of the CHAdEMO trademark, Members shall make efforts to maintain the quality of the products and services using the CHAdEMO trademark.

Article 10 (Non-warranty)

1. The providers of Confidential Information make no guarantees as to the freedom of that information from defects and fitness for particular purposes or needs by the recipient. The recipient shall be liable for evaluation of the received Confidential Information at its own risk.

2. In no event shall any disclosed Confidential Information including standard specifications or certifications granted by the CHAdEMO Association explicitly or implicitly warrant non-infringement of third parties' patents, utility model rights, design rights, and other intellectual property rights or any other rights.

Article 11 (Liability for Damages)

Members shall be liable for any damages caused to this Association and/or any Member thereof resulting from their breaches of any provision set forth in these Bylaws, due to the reasons for which they are responsible. This shall not include, however, any indirect, incidental, special or consequential damages caused to this Association and/or any Member thereof as a result of such breaches.

Article 12 (Withdrawal)

1. Members wishing to withdraw from this Association shall promptly submit a withdrawal notice, prepared in a separately specified form, to the President.

2. A member will be deemed to have withdrawn from this

Association under any of the following situations:

(1) Its corporation or association has dissolved or gone bankrupt, unless the said entity has become the part of another corporate entity or inherited via a corporate merger or demerger.

(2) The member has failed to pay membership dues and has remained in default for (3) months or longer after the date of invoice.

Article 13 (Dismissal)

1. Members falling under any of the following situations may be dismissed from this Association with at least two-thirds votes of the Executive Members present at a meeting of the Executive Board:

(1) Members have breached any of the relevant laws and these Bylaws and the rules to be provided under the Bylaws.

(2) Members have acted to mar the reputation of this

Association or interfere with the objectives of this Association. Notwithstanding the above, the development and/or the use of other technologies which are competing and/or non-competing with the

technologies developed under the CHAdEMO Protocol, shall not be regarded as a breach of this provision.

2. If a member is to be dismissed from this Association under the provisions of the foregoing paragraph, it shall be notified beforehand and be granted a hearing at the meeting of the Executive Board at which time final judgment pertaining to the dismissal will be pronounced.

Chapter 3 Directors

Article 14 (Class and Quota)

This Association shall have the following director appointed:

(1) President: One person

Article 15 (Appointment)

The President shall be appointed from among the Executive Members' representatives subject to a vote of the Executive Board.

Article 16 (Duties)

1. The President shall represent this Association and shall administer and supervise the implementation of its activities.
2. Executive Members shall manage the implementation of this Association's activities in support of the President and act on the President's behalf as resolved at the Executive Board.
3. The President's decisive authority does not extend to those matters that are to be resolved and approved by the Executive Board or the General Assembly, except with a vote of the Executive Board or the General Assembly.

Article 17 (Term)

1. Directors shall have a term of one (1) year and may be reappointed at the end of the term.
2. The length of the term of a director who has been appointed to fill a vacancy or for the sake of additional staffing shall be the length of time subtracted from the length of time his or her predecessor or other directors have already served.
3. Retiring directors or directors completing the term of their office shall carry out their duties until their successors take office, except when they withdraw from this Association.

Article 18 (Dismissal)

1. Directors falling under any of the following conditions may be dismissed by at least two thirds of all votes of the Executive Members present at a meeting of the Executive Board:
 - (1) Directors are deemed incapable of administering their duties due to physical or mental disabilities.
 - (2) Directors have breached their duties or are deemed to have conducted a deed unfit for a director position.
2. If a director is to be dismissed under the provision of Article 18.1(2), that director shall be notified

beforehand and be granted a hearing at the Executive Board at which time final judgment pertaining to the dismissal will be pronounced.

Article 19 (Remuneration)

Directors shall have no remuneration.

Chapter 4 Meetings

Article 20 (Kinds of Meetings)

Meetings held by this Association shall be the General Assembly and the Executive Board. The General Assembly shall include regular and extraordinary sessions.

Article 21 (Composition)

1. The General Assembly shall be composed of members of this Association.
2. The Executive Board shall be composed of Executive Members.

Article 22 (Functionality)

1. The General Assembly shall resolve appointment of Executive Members, statements of settlement of account, general inventory and action plan, plus any such matters as may be separately provided for in the Bylaws and those deemed necessary by the Executive Board.
2. In addition to the matters separately provided for in the Bylaws, the Executive Board shall resolve key agenda relevant to the administration of this Association and the conduct of its transactions, including matters mentioned under the following items:
 - (1) Matters relating to the raising of funds to support this Association, such as the borrowing of funds, financing or collection of extra membership dues
 - (2) Matters relating to the filing of patents on this Association's intellectual property rights, their usage and licensing
 - (3) Matters relating to lawsuits involving this Association as a plaintiff or defendant
 - (4) Matters relating to the employment of personnel, employees and so on
 - (5) Matters relating to the selection and accreditation of separately specified certification bodies and signing of contracts with said bodies
 - (6) Matters relating to the taxation of this Association, such as tax returns and payment
 - (7) Matters relating to revenues and disbursements not listed in the action plan and cash budget
 - (8) Matters relating to the signing of contracts in the name of this Association
 - (9) Matters relating to the additional appointment of Executive Members
 - (10) Other matters that must be decided on via an Executive Board vote because of their potential impact on the performance of this Association.

Article 23 (Holding Meetings)

1. Regular sessions of the General Assembly shall convene within three (3) months after the end of each

fiscal year.

2. Extraordinary sessions of the General Assembly shall be held when deemed necessary by the Executive Board.

3. The Executive Board shall be convened in the event of any of the following situations:

(1) Presidential request is forthcoming

(2) Upon request from at least one third of the Executive Members with an expressly defined agenda

Article 24 (Convening Meetings)

1. The President shall convene meetings of the General Assembly and the Executive Board.

2. The General Assembly shall be convened by submitting a notice no later than seven (7) days prior to the scheduled date of its meeting, stating the date, time and place, key agenda and information about the agenda (including a fax or an e-mail transmission).

3. The provision of the foregoing paragraph applies mutatis mutandis to the Executive Board, except when the Executive Board convenes in a predefined routine to work on urgent agenda.

4. The President shall convene the Executive Board promptly upon request pursuant to the provision of Article 23.3 (2).

Article 25 (Chairperson)

Either the President or such Executive Member(s) as may be appointed by the President shall preside over the General Assembly and the Executive Board as a chairperson.

Article 26 (Quotas)

1. The General Assembly shall take effect with the attendance of at least one-half of members.

2. The Executive Board shall take effect with the attendance of at least two thirds of the Executive Members.

Article 27 (Voting)

1. One voting right shall be granted to each of the Executive Members, Regular Members and Supporting Members attending meetings of the General Assembly, and agenda items at the General Assembly shall be resolved by a majority vote of the members present, unless otherwise provided for in the Bylaws.

2. The General Assembly may resolve only those agenda items specified beforehand pursuant to the provision of Article 24.2.

3. Agenda items of the Executive Board shall be approved by a majority vote of the Executive Members present, unless otherwise provided for in the Bylaws.

4. The Executive Board may approve only those agenda items specified beforehand pursuant to the provision of Article 24.3, except when urgent proceedings are required.

Article 28 (Proxy)

1. Members unable to attend a meeting of the General Assembly for unavoidable reasons may exercise

their voting rights in writing or by proxy with regard to agenda items specified beforehand.

2. Only a member shall qualify as a proxy as mentioned in the foregoing paragraph. A proxy wishing to attend a meeting shall submit in writing evidence of the right of representation to the chairperson.

3. Members who exercise their voting rights at a meeting pursuant to the provisions of Article 28.1 hereof are deemed to have been present at that meeting for the application of the provisions of Article 26 and Article 27.1.

4. Members may not exercise their voting rights at the Executive Board in writing or by proxy.

Article 29 (Minutes of Meeting)

1. Meeting minutes shall be prepared to cover the following topics at each meeting of the Executive Board, and signed by the representatives of the Executive Members present:

- (1) Date and place
- (2) Current number of Executive Members in office
- (3) Number of the Executive Members present and names of the representatives
- (4) Summary of the proceedings

2. Meeting minutes shall be prepared to cover the following topics at each meeting of the General Assembly:

- (1) Date and place
- (2) Current number of Members in office
- (3) Number of the Members and the Executive Members present
- (4) Number of the Members who voted
- (5) Summary of the proceedings
- (6) Name of the representative of the Executive Member who took the minute of proceedings

Chapter 5 Assets and Accounting

Article 30 (Composition of Assets)

The assets of this Association shall be composed of the following:

- (1) Assets listed in the opening general inventory of this Association
- (2) Membership due revenues
- (3) Monetary donations
- (4) Revenues derived from assets
- (5) Operating revenues
- (6) Miscellaneous

Article 31 (Assets Management)

The assets of this Association shall be managed by the President in such a manner as may be resolved by the Executive Board.

Article 32 (Disbursement of Expenditures)

Expenditures incurred for the sake of this Association shall be disbursed from the assets.

Article 33 (Fiscal Year)

The fiscal year of this Association shall commence on April 1, each year and end on March 31 of the following year. However, the first fiscal year of this Association shall be from the commencement day to March 31, 2011.

Article 34 (Action Plan and Cash Budget)

1. The action plan and the cash budget of this Association shall gain a vote of the Executive Board prior to the commencement of each fiscal year. However, if the Executive Board cannot meet prior to the commencement of a term due to extenuating circumstances, this Association shall gain a vote of the Executive Board within ninety (90) days from the date of commencement of the fiscal year.
2. Until a vote of the Executive Board is forthcoming in the case of the proviso of the foregoing paragraph, the budget shall be used in the same way as the budget was used in the preceding fiscal year.
3. Modifications to the plan and the cash budget that have gained a vote of the Executive Board under the provision of Article 34.1 shall be implemented as provided for by the Executive Board.

Article 35 (Activity Report and Statement of Settlement of Accounts etc.)

1. This Association shall produce an activity report, statement of settlement of accounts and general inventory immediately after the end of each fiscal year, and they shall be approved by the Executive Board after audit by an external auditor appointed by the Executive Board vote and be submitted to regular sessions of the General Assembly.
2. Statement of settlement of accounts and general inventory submitted pursuant to the provision of foregoing paragraph shall be approved by regular sessions of the General Assembly.
3. An activity report submitted pursuant to the provision of Article 35.1 shall be reported to regular sessions of the General Assembly.

Article 36 (Special Account)

1. This Association may institute a special account, by a vote of the Executive Board, as necessary to carry out its transactions.
2. Transactions of the special account mentioned in the foregoing paragraph shall be organized separately from those of the general account.

Article 37 (Disposal of Balance Differences)

If differences arise from the settlement of balances of this Association, they shall be reserved in whole or in part or shall be carried over to the next fiscal year by a vote of the Executive Board.

Article 38 (Borrowings)

If this Association is to borrow funds during a given fiscal year, this Association shall acquire a vote of at least two thirds of the Executive Members present at a meeting of the Executive Board, unless the

borrowing does not exceed the balance of payments for the fiscal year and it becomes due within one (1) year.

Chapter 6 Amendments to the Bylaws, Dissolution, etc.

Article 39 (Amendments to the Bylaws)

No amendments may be made to the Bylaws without a vote of the General Assembly.

Article 40 (Dissolution)

1. This Association shall be dissolved subject to bankruptcy or by a vote of the General Assembly.
2. If this Association is to be dissolved by a vote of the General Assembly as mentioned in the foregoing paragraph, it shall acquire a vote of at least two thirds of all voting rights.

Article 41 (Disposal of Residual Assets)

The residual assets of this Association at the time of its dissolution shall be donated to a corporation or an association of similar nature with a vote of at least two thirds of the Executive Members present at a meeting of the Executive Board, followed by a vote of the General Assembly.

Chapter 7 Compliance with Law

Article 42 (Compliance with law and Antitrust Guidelines)

1. All Members shall comply at all times with all the laws and regulations applicable to the Members regarding the activities of this Association.

2. Antitrust Guidelines

(1) It is the policy of this Association to comply fully with antitrust laws and trade regulations. The applicable antitrust laws and trade regulations are intended to promote vigorous and fair competition and to combat various restraints of trade.

(2) Each Member who participates in this Association's activities has a responsibility to this Association to avoid any improper conduct from an antitrust standpoint. In view of antitrust considerations and to avoid any possible infringements of competition law, the exchange and disclosure of commercially sensitive information must be avoided during any discussion. Such commercially sensitive information includes amongst other things:

- a) Information on customers, suppliers, volume of sales, market shares, capacities, geographic markets or specific products;
- b) Prices, credit conditions, other commercial conditions and terms of sale, refunds and rebates, production costs, profit and profit margin information;
- c) Marketing plans, R&D plans, business development, strategy and investment plans;
- d) Purchasing plans or bidding plans (incl. bid/no-bid for specific projects); and
- e) Any other information about actual or future competitive behavior or information that is generally considered to be a business secret.

Chapter 8 Settlement of Dispute

Article 43 (Governing Law and Arbitration)

1. This Bylaw shall be governed by and construed in accordance with the laws of Japan.
2. Any difference or dispute between the Members or between this Association and the Members concerning the interpretation or validity of these Bylaws or the rights and liability of the Members shall be settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award thereof shall be final and binding upon the parties hereto. Judgement upon such award may be entered in any court having jurisdiction thereof.

Chapter 9 Supplementary Rules

Article 44 (Standing Documents and Books)

This Association shall have a general inventory and membership list, plus the following kinds of documents, kept at its headquarters:

- (1) Bylaws
- (2) Document stating the names, addresses and representatives of the Executive Members
- (3) Documents evidencing that this Association has acquired relevant licenses, authorizations, etc. necessary to carry out its transactions from governing administrative agencies
- (4) Documents relating to the proceedings of the meetings set forth in the Bylaws
- (5) Documents indicating the status of assets and debts
- (6) Books and documents relating to revenues and disbursements
- (7) Rules formulated by the Executive Board pursuant to the provision of Article 42

Article 45 (Workshops)

1. This Association shall institute the following Workshops to expedite the implementation of its activities:
 - (1) Technology Workshop: Maintains and manages standard specifications relevant to quick-chargers for electric vehicles, reviews various technologies to aid in the smooth maintenance of charging infrastructures, to encourage “international standards” bodies, such as SAE and IEC to adopt this Association’s standards, conducts specifications compliance certification activities and so on.
 - (2) Infrastructure Workshop: collects and publicizes information on the usage of electric vehicles and quick-chargers, encourages quick-chargers installation to the corporations, proposes measures for greater dissemination of electric vehicles to central and local governments.
2. Matters relevant to the inauguration of new Workshops, modification or elimination of existing Workshops shall be proposed by the Executive Board and voted by the General Assembly. The matters necessary for such organization and administration shall be decided separately by a vote of the Executive Board.

Article 46 (Secretariat)

1. This Association shall have a secretariat instituted to handle its transactions.
2. The work of the secretariat shall be under the authority of The Tokyo Electric Power Company, Incorporated.

Article 47 (Enforcement Regulation)

Matters relevant to the implementation of the Bylaws shall be decided separately by a vote of the Executive Board.

Article 48 (Language)

The Bylaws was originally written in Japanese. The translations of the Bylaws to other languages may be made for convenience. In case that any conflict or dispute occurs between the Japanese version and another version about the interpretation of the provisions, the Japanese version shall precede others.

Attached Figure 1 CHAdeMO trademark

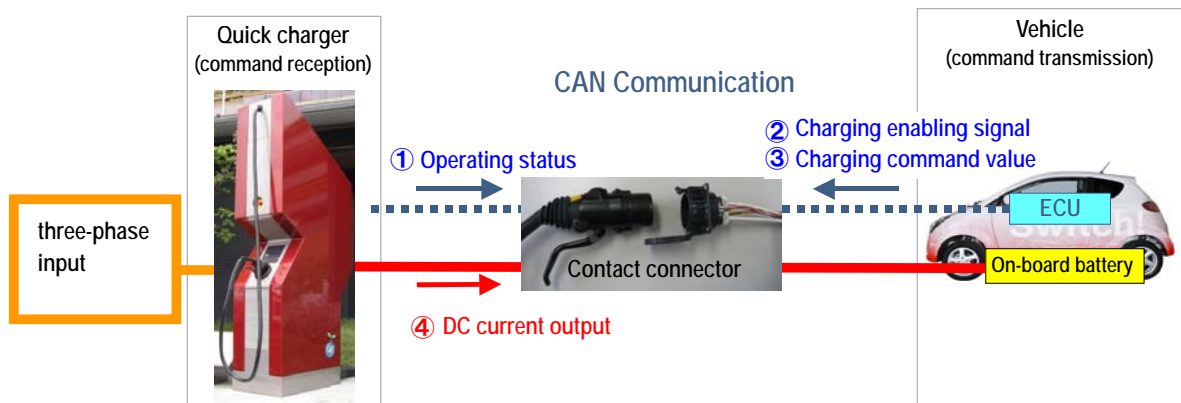


Annex 1

CHAdeMO Protocol Guide

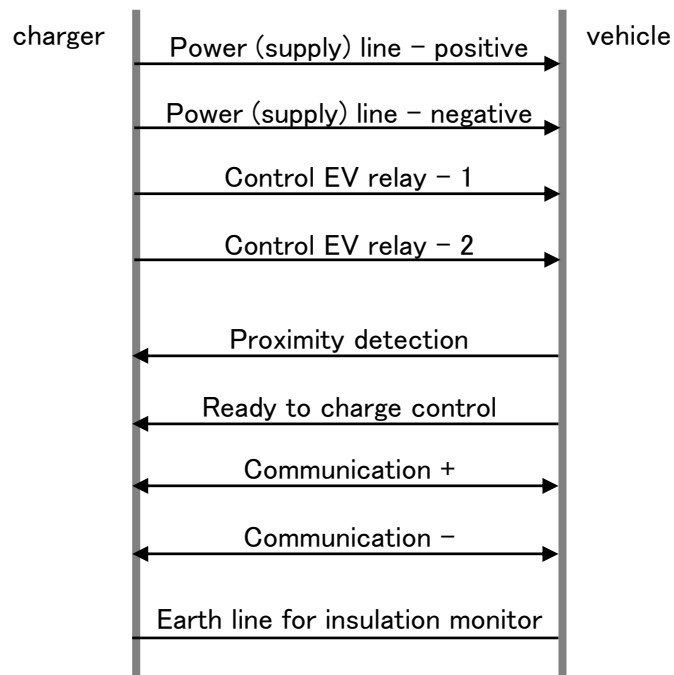
● **Feature (Versatility)**

The CHAdeMO Protocol ensures that the chargers can work with vehicles of any battery type. This is possible because the on-board ECU, which is responsible for the deciding the optimal charging current contingent on the battery status, transmits commands to the chargers allowing them to supply DC current.



● **Feature (Interface)**

The interface used with the CHAdeMO Protocol has signal lines wired to maintain communication between the charger and the vehicle. Such wirings are common to all vehicles and chargers and are compliant with the CHAdeMO Protocol.



Annex 2

CHAdEMO Protocol Certification Procedure

1. CHAdEMO Protocol Certification Procedure

Step 1

A member (hereinafter “Applicant”) of the CHAdEMO Association who has developed a product compliant with a specifications established by the CHAdEMO Association (hereinafter “CHAdEMO Protocol”) and who applies for CHAdEMO Protocol certification shall have its product subjected to a certification test in accordance with the CHAdEMO Protocol certification test standard (tentative name).

Step 2

Having passed the test, Applicant shall submit a CHAdEMO Protocol certification application to the CHAdEMO Association secretariat, accompanied by a test report prepared pursuant to the test report preparation procedures as part of the test conventions.

Step 3

The CHAdEMO Association shall review the application and the test report and issue a certificate to Applicant on verifying the compliance of Applicant’s product with the CHAdEMO Protocol.

2. CHAdEMO Protocol Certification Test

- The certification test standard is issued by Technology Workshop.
- Until the certification test standard takes formal effect, connectivity testing and instrument-based inspections shall be carried out using an actual vehicle (or equivalent simulator) by a certifying body authorized by the CHAdEMO Association. Prior to the certification test, the certifying body may require Applicant to perform a preliminary test and report the results of that test. Certification test and result notifications will be issued separately by the certifying body.

* As of March 2010, the following certifying body is in effect:

1) The Tokyo Electric Power Company, Incorporated

* The certifying body runs the certification test and submits a record of its implementation and measurement results and also verifies product compliance with the CHAdEMO Protocol. Testing, defect handling, check experiment and analyses carried out for fix, research and other purposes and so on, other than a specified test suite, are beyond the responsibility of the certifying body.

* Unless otherwise agreed upon, all the expenses incurred for this certification test shall be borne by Applicant. If problems occur running the certification test, Applicant shall indemnify the resultant damages at its responsibility.

3. Disclaimer

The purpose of the certification process is to test and verify the compliance of product samples submitted with the CHAdeMO Protocol and it should in no way be constructed to ensure that the products are free from all possible problems, including but not limited to the effects from manufacturer-specific specifications and equipment-specific installation environments.

The CHAdeMO Association expects to release equipment connectivity information as needed.

Certified products should be manufactured and sold at the sole responsibility of the applicant for certification and the CHAdeMO Association and the certifying body are in no position to indemnify the applicant for any damages and expenses arising from the accidents occurring with the products or for any other causes.