

BYLAWS OF CHAdEMO ASSOCIATION

Chapter 1 Purpose

(Purpose)

Article 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-charge.

(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 set forth in these Bylaws.

Chapter 2 Members

(Members' Rights and Obligations)

Article 2 Regular Members can share information about technical specifications and participate in the processes of their modification through sessions of the Technical 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 6.

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

(Directors)

Article 3 This Association shall have a president, a representative director, and a secretary general.

(Confidential Information)

Article 4 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 Board of Directors. 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 Board of Directors, 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 Technical 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 Technical 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 Technical Workshop, the Member shall notify to other Members of the Technical 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 Board of Directors 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.

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 Board of Directors.

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 Board of Directors, 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 Board of Directors. If the Confidential Information has been disposed of or destroyed, they shall submit written evidence to prove the disposal or destruction to the Board of Directors. Notwithstanding the above, Members are permitted to store one set of the copies for the legal records at their appropriate administration departments.

(Intellectual Property Rights)

Article 5 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 reasonable and non-discriminative or 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 Board of Directors. 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 22 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 Board of Directors, Members shall send samples of the products or advertisements using the CHAdEMO trademark to the Board of Directors 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.

(Non-warranty)

Article 6 Members shall accept the followings.

(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 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.

(Liability for Damages)

Article 7 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.

Chapter 3 General Assembly

(Composition)

Article 8 The General Assembly shall be composed of all of members of this Association.

(Functionality)

Article 9 The General Assembly shall resolve appointment of Executive Members, an approval of statements defined by the Article of the Association 38.1(1) to (4) and change of the Article of the Association, plus any such matters as may be separately provided for in the Bylaws and those deemed necessary by the Board of Directors.

2. The Board of Directors shall submit major activities report and statement of settlement of accounts to General Assembly prior to the General Meeting after the end of each fiscal year.

(Holding Meetings)

Article 10 General Assembly shall convene in case that the propositions of the Executive members' meeting need to be approved by General Assembly prior to the General Meeting.

(Convening Meetings)

Article 11 The representative director shall convene the General Assembly.

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).

(Chairperson)

Article 12 Either the representative director or director as may be appointed by the representative director shall preside over the General Assembly as a chairperson.

(Quotas)

Article 13 The General Assembly shall take effect with the attendance of at least one-half of members.

(Voting)

Article 14 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 11.2.

(Proxy)

Article 15 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 13 and previous Article 14.1.

(Minutes of Meeting)

Article 16

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

- (1) Date and place
- (2) Current number of Members
- (3) Number of the members, directors and auditors present
- (4) Number of the members who exercised their voting rights
- (5) Summary of the proceedings
- (6) Name of the representative of the Executive Member who took the minute of proceedings

Chapter 4 Assets and Accounts

(Composition of Assets)

Article 17 The assets of the 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

(Special Account)

Article 18 This Association may institute a special account, by a vote of the Board of Directors, 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 19 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 Board of Directors.

Chapter 5 Amendments to the Bylaws

(Amendments to the Bylaws)

Article 20 No amendments including Annex may be made to the Bylaws without a vote of the Board of

Directors.

Chapter 6 Compliance with Law

(Compliance with law and Antitrust Guidelines)

Article 21 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 7 Settlement of Dispute

Article 22 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 8 Supplementary Rules

(Workshops)

Article 23 This Association shall institute the following Workshops to expedite the implementation of its activities:

- (1) Technical 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 voted by the Board of Directors. The matters necessary for such organization and administration shall be decided separately by a vote of the Board of Directors.

(Language)

Article 24

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

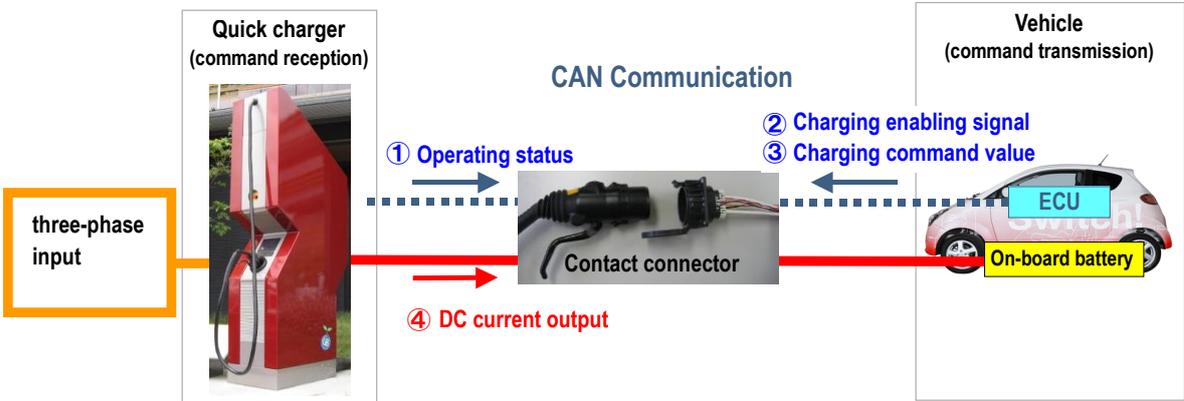


Annex 1

CHAdeMO Protocol Guide

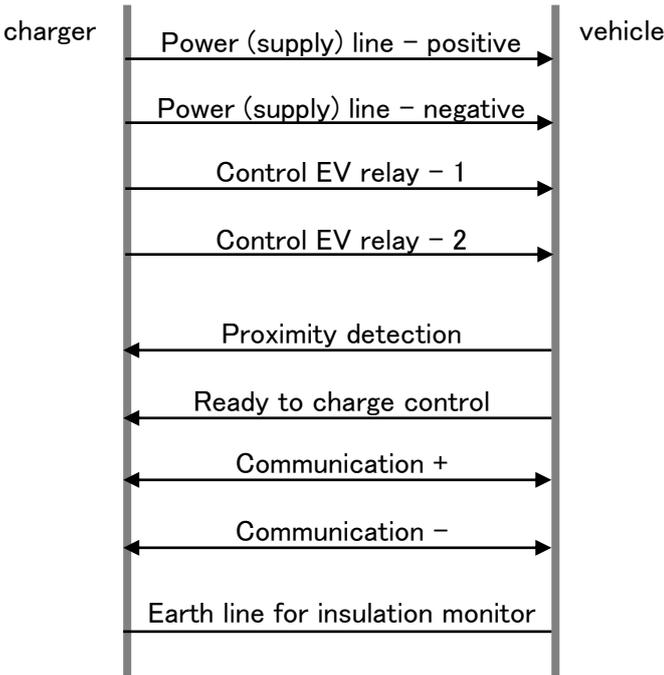
● **Feature (Versatility)**

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

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 at certifying bodies authorized by CHAdEMO Association in accordance with the Test Specification for CHAdEMO Charger (hereinafter “Test Specification”).

Step 2

After the test, a certifying body shall submit a CHAdEMO Protocol certification application to the CHAdEMO Association secretariat, accompanied by a test report.

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.

CHAdEMO Protocol Certification Test

- The certification test standard is issued by Technical Workshop and is available to Regular Members on CHAdEMO website.
 - The certification test 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.
 - Names of the certification bodies are posted on CHAdEMO website.
- * 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.

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.