

## BYLAWS OF CHAdEMO ASSOCIATION

### Chapter 1 Purpose

#### (Purpose)

Article 1 This Association aims to achieve the following objectives: To establish and improve CHAdEMO Protocol (Annex 1) to be widely disseminated as a standard technology for DC quick-charge; to contribute to enhancing electric vehicle users' convenience by technological analysis of normal/quick charging infrastructure.

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 may share information about technological specifications and participate in the processes of their modification through sessions of the Technological Workshop.

2. Members may share information related to the promotion of charging infrastructures through sessions of the Infrastructure Workshop.

3. Members may 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 5.

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.

#### (Appointment)

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

2. The representative director shall be the chief director.

3. The president shall be elected by a resolution of the General Assembly

#### (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 shall not use the Confidential Information for any purpose other than the objectives of this

Association. Members shall not use for any purpose other than the objectives of this Association nor disclose the Confidential Information 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 Technological 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 Technological 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 Technological Workshop, the Member shall notify to other Members of the Technological Workshop in writing or orally that such information is the Confidential Information.

## 2. Exemption from Obligations of Confidentiality

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 time 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 its distribution or presentation,
- (4) Information that can be verified to have been independently developed, manufactured or created by the recipient without access to the Confidential Information,
- (5) Information that has been obtained legally after its distribution or presentation from duly authorized third parties, without owing any obligation of confidentiality,
- (6) Information whose disclosure is required by laws and regulations; provided, however, that the recipient 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 Obligations of Confidentiality

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

### 4. Remedial Measures

Whenever any problem occurs, is suspected to occur, or is likely to occur, with respect to any Confidential Information in possession of a Member, including loss, leakage or otherwise, such Member shall take emergency measures promptly to prevent the escalation of the damages resulting from the problem and consult the provider of that information and the Board of Directors about remedial measures.

### 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 a Member and any patent, utility model right, design right, copyright and any other intellectual property right resulting from the foregoing which are acquired by such 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 license, 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 5.2 above. 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 5.2 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 in Attached Figure 1, with no additional charge, to their own products or services that comply with the CHAdeMO Protocol and that have been duly certified by this Association.
- (2) Members shall comply with the usage manuals on the CHAdeMO trademark which are provided in a separate instrument 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 hurting 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 acknowledge and accept the followings.

- (1) The providers of the Confidential Information make no warranty that the information is free from any defects and that it fits for any particular purposes or needs of the recipient. The recipient shall be responsible for evaluation of the received Confidential Information at its own risk.
- (2) With respect to any disclosed Confidential Information including Standard Specifications or the fact of being certified by the Association, there shall be no warranty of, either explicitly or implicitly, 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 attributable to them of any provision set forth in these Bylaws. Damages 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 At the General Assembly, the documents provided for in Article 38.1(1) through (4) shall be reported, and resolutions shall be made on election of Executive Members, amendments of the Articles of the Association, matters as may be separately provided for in the Bylaws, and other matters the board of directors may deem necessary.

2. The Board of Directors shall submit major activities report and financial statements to General Assembly prior to the annual Constituent Members' meeting.

#### (Holding Meetings)

Article 10 General Assembly shall convene in case that the propositions of the Constituent Members' meeting need to refer to resolutions by General Assembly prior to the Constituent Members' meeting.

#### (Convening Meetings)

Article 11 The president shall convene the General Assembly.

2. Notice in writing (including by fax or e-mail transmission) shall be given at least seven (7) days prior to the scheduled date of the General Assembly which shall state the date, time and place, agendas and information about the agendas.

#### (Chairperson)

Article 12 The President shall preside as a chair at the General Assembly.

#### (Quorum)

Article 13 The General Assembly shall take effect with the attendance of one-half or more of members holding the right to vote.

#### (Voting)

Article 14 One voting right shall be granted to each of the Executive Members, Regular Members and Supporting Members at the General Assembly. The 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 shall resolve only those agenda items specified in the notice pursuant to the provision of Article 11.2.

#### (Proxy)

Article 15 Members who is unable to attend a meeting of the General Assembly for cause may exercise

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

2. Only a member shall qualify as an agent in the previous paragraph. The agent attending a meeting shall submit a form evidencing the appointment of the proxy to the chairperson.

3. Members who exercise their voting rights at a meeting pursuant to Article 15.1 hereof are deemed to be present at that meeting for the application of the provisions of Article 13 and Article 14.1.

(Minutes of Meeting)

Article 16

1. Meeting minutes shall be prepared which states the following topics at each meeting 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) Brief explanation of the course of proceedings and the outcome of the proceedings

(6) Name of the director who prepared the minutes

Chapter 4 Assets and Accounting

(Composition of Assets)

Article 17 The assets of the Association shall be composed of the following:

(1) Assets listed in the assets list at inception 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 resolution of the Board of Directors, as necessary to carry out its operations.

2. Accounting of the special account in the previous paragraph shall be kept separately from those of the general account.

Article 19 Any balance remaining from the settlement of revenues and expenditures of this Association, by a resolution of the Board of Directors, shall be reserved in whole or in part, or shall be carried over to the next fiscal year.

Chapter 5 Amendments to the Bylaws

(Amendments to the Bylaws)

Article 20 No amendments including Annex shall be made to the Bylaws without a resolution 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 in relation to 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 considerations of antitrust laws and to eliminate any possible infringements of competition laws, 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 business secret.

## Chapter 7 Settlement of Dispute

(Governing Law and Arbitration)

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) Technological 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 official text of the Bylaws is Japanese. Any translations of the Bylaws to other languages may be made for convenience purpose only. In case that any conflict or discrepancy occurs between the Japanese version and another version about interpretation of any provisions, the Japanese version shall prevail.



Attached Figure 1 CHAdeMO trademark

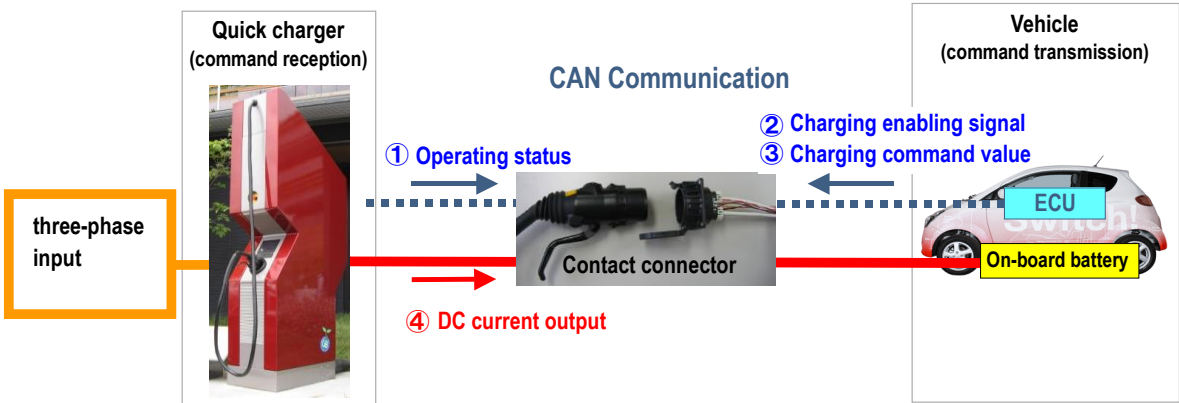


Annex 1

### CHAdeMO Protocol Guide

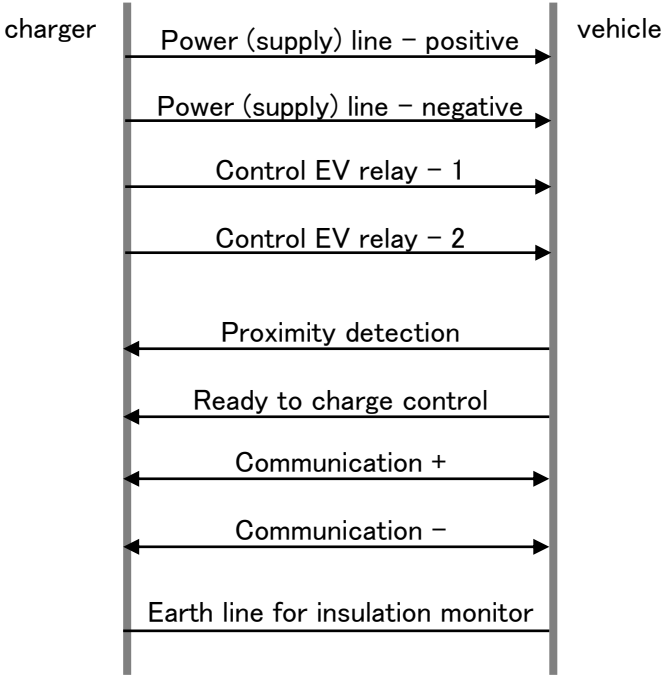
● Feature (Versatility)

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 Technological 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.