

HD-PLC Alliance By-law

Article 1 (Name)

The name of this Alliance in English shall be “HD-PLC Alliance” (hereinafter referred to as the “Alliance”). The abbreviated name shall be HDPLCA.

Article 2 (Purpose)

The purpose of the Alliance (“Purpose”) is to promote the widespread adoption of the “HD-PLC” system for High-speed Power Line Communication (PLC), and to promote the development of an interoperable communications environment in which PLC network devices and PLC embedded devices compliant with the “HD-PLC” system can be interconnected both “reliably” and “easily” in order to enable the creation of a rich, for ubiquitous network society in a rapidly expanding broadband environment.

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.

- (1) Hosting “Plug-fest” events and examining HD-PLC Connectivity Verification examination test systems, operating facilities, etc.
- (2) Conducting public relations activities, running joint booth of exhibitions, and conducting Web public relations activities in order to promote the “HD-PLC” system.
- (3) Promoting the development of a stable communications environment (promotion activities for electronic materials companies, construction companies, and wiring companies).
- (4) PLC technology associations and Sharing information regarding, PLC use environments, etc.
- (5) Hosting technical seminars for both Members and the general public.
- (6) Other activities necessary for the achievement of the purpose of Alliance.

Article 4 (Member Eligibility and Member Structure)

1. The Alliance shall consist of the following member types: “Promoter”, “Ordinary”, Promoter-Affiliated Member, and Ordinary-Affiliated Member.
2. Members must meet all of the conditions set forth in the following:
 - (1) Is a corporate body.
 - (2) 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 “HD-PLC” 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.
 - (1) Is a corporate body that has adopted and has commercialized or is planning commercialization of the “HD-PLC” system.
 - (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 “HD-PLC” system.
 - (2) Is a corporate body that is considering the adoption of the “HD-PLC” system.
5. Promoter-Affiliated Members and Ordinary-Affiliated Members shall be the affiliated companies (set forth in Article 18) of Promoters or Ordinaries for which the respective Promoter or Ordinary 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 Ordinary and Ordinary-Affiliated Members shall be collectively be referred to as “Ordinary Group.” However, when the Promoters, or Ordinaries do not have any Affiliated Members, the terms “Promoter Group,” and “Ordinary Group,” shall mean the Promoter or the Ordinary, respectively.)
6. 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.
7. 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.)
8. 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 and Ordinaries shall appoint 2 people from the Promoter Group or Ordinary 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 and Ordinaries shall promptly notify the Office of any changes in the Participant or Participating Representative.
3. When a Promoter or Ordinary 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 or Ordinary-Affiliated Member 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 Allicane'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 PLC business by themselves (including Promoter Member Groups or Ordinary 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.

Article 9 (Members' Obligations, etc.)

1. Members shall observe these By-laws and other rules of the Alliance.
2. Members shall agree in advance that their corporate names may be published in advertisements, press releases, events, HD-PLC Connectivity Verification examination 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 Association. 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 Plenaries 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 Plenaries. Resolutions at Plenaries 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. Plenaries shall be managed by the Chairman, Vice Chairman, Accounts Auditor and Office of the Alliance, and the Chairman shall serve as chairman for Plenaries (“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 Members for the Initial Period shall be decided by the Founder Group (including selection from the Founder Group).

After the Initial Period, 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.

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 for the Initial Period shall be selected by the Founder Group (including selection from the Founder Group), and after the Initial Period, the Steering Committee

shall select the Steering Committee Leader from among the Steering Committee Members.

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) or the Ordinary 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
 - (6) Appointment of team leaders for Working Groups
 - (7) Decisions regarding operations and structure of Working Groups
 - (8) Deliberating, resolving, approving matters reported by Working Groups
 - (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, with the consent of two thirds or more of the Steering Committee Members, an Steering Committee Meeting may be conducted using written documents or e-mail 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 Working Groups)

1. The Steering Committee may establish Working Groups when necessary in order to promote the smooth operations of the Alliance.
2. Working Groups 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. The team leader of each Working Group shall be selected by the Steering Committee Leader from among the Promoter Groups, and be approved by the Steering Committee. Each Working Group shall be managed by the above-mentioned team leader.
4. Members necessary for the operations and structure of a Working Group shall be selected by the team leader from among the Promoter Groups and be approved by the Steering Committee.
5. Each Working Group 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 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 yen annually in addition to the membership fee set forth above, regardless of the number of Steering Committee Members.
 - (2) Ordinary Group: 300,000 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 or Ordinary Group at the time of admission, following prescribed procedures.

4. Even in the case that a Member enrolls mid-year, the Member shall pay the entire amount of the annual membership fee.
5. Members shall agree to pay additional membership fees in cases where a resolution to collect an extra membership fee is passed at a Plenary.
6. Membership fees paid to the Alliance shall not be refunded for any reason including a request to cancel membership in the Alliance.
7. 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.
8. 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.
9. 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.
10. 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 or Ordinary 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 Ordinary 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. The trademark “HD-PLC” is owned by Panasonic Corporation.
2. Members who wish to use the HD-PLC trademark shall establish a separate license agreement with Panasonic Corporation and shall agree to observe the terms and conditions of this agreement.

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 Corporation. The affiliated companies of Panasonic Corporation (“Founder-Affiliated Member(s)”) are Panasonic Electric Works Co., Ltd and Panasonic System Networks Co., Ltd. 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)

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.

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.

Date of enactment: September 25, 2007

Revision History List

Revision Date	Ver.	Contents Revised
September 25, 2007	1.0	HD-PLC Alliance By-law established
April 1, 2010	1.1	Revision according to change of name of the company on October 1, 2008. • Matsushita Electric Industrial Co., Ltd. → Panasonic Corporation • Matsushita Electric Works Co., Ltd → Panasonic Electric Works Co., Ltd Revision according to change of name of the company on January 1, 2010. • Panasonic Communications Co., Ltd. → Panasonic System Networks Co., Ltd.