

# **SATLABS GROUP<sup>EEIG</sup>**

## **INTERNAL BY-LAWS**

### **INTRODUCTION**

#### **WHEREAS**

- These by-laws are deemed to set out the relationship between the members of the SatLabs Group EEIG whether they are officially registered at the Kamer voor Koophandel (hereinafter referred to as Full Members) or not (hereinafter referred to as Associate Members).
- Keeping in mind that according to EC Regulation 2137/85 concerning European Economic Interest Groupings (EEIG) members from Non-EU countries can not be registered as members, those Non-EU companies have to be admitted as Associate Members by majority decision of all other members. Those members will then have the same rights and obligations with respect to the other members internally, but no liability with respect to third parties outside the EEIG.
- These by-laws are deemed to supplement the Articles of Association of the SatLabs Group EEIG where and if necessary and may be modified from time to time.

#### **Article 1 Rights and Obligations**

- (1) Members means members of any kind whether Full or Associate.
- (2) All members have the same rights in the SatLabs Group EEIG and may take part in all decision taking and administrating bodies. They have the same obligations and are bound to any majority decisions of the group.

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- (3) Associate Members do not count in the quorum needed for Members Assembly decisions. This means, referring to Article 15 (8) of the Articles of Association (AoA), that a decision of the Members Assembly can be taken if at least two thirds of the Full Members are present.
- (3) The rights and obligations are set out in AoA. Any new member explicitly accepts the provisions and guidelines of the AoA as well as any Agreements, regimentations or other rules, provisions or guidelines which will be adopted by the SatLabs Group EEIG in a majority voting. In particular, this refers to the Regimentation on the Use of the SatLabs Logo and Mark, the Regimentation on the Qualification of SatLabs Recommended Terminals and the SatLabs Testing Laboratory Agreement.
- (4) The European Space Agency (ESA) is a sponsor of SatLabs Group EEIG and not a Member as such. ESA has no rights and obligations in the SatLabs Group EEIG.

## **Article 2 Liability**

- (1) All members are jointly liable for the debts and the liabilities of the Grouping that arise during the period of membership.
- (2) In case the SatLabs Group EEIG is subject to claims, proceedings or other disputes, the Associate Members will have the same obligations as the Full Members and will support them by all means including financially according to their share in the Grouping.
- (3) SatLabs Group EEIG will include disclaimers and liability exclusions in its official documents and will use all efforts to exclude liability towards third parties.
- (4) SatLabs Group EEIG will arrange for sufficient insurance coverage for any risks resulting from its operations.
- (5) All other details will be laid out in a separate Liability Agreement.

## **Article 3 Admission of Non-EU members**

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- (1) The admission of Non-EU members, as Associate Members, is subject to approval by the members assembly according to the respective provisions and procedures set out in the AoA. The only difference is that a non-EU member can be admitted as Associate Members by a simple majority decision of all other members, instead of unanimously.
- (2) The new Associate Member will have access to all SatLabs Group EEIG documents and must acknowledge its commitment to these internal rules in writing.

#### **Article 4 Intellectual Property Rights**

- (1) With respect to any Intellectual Property Rights (IPR) owned or controlled by a member of the EEIG or any of its affiliated companies, under which it or any such affiliated company has the free right to grant or to cause the grant of licences and to the extent that such IPRs will be necessarily infringed when implementing any specification approved by the Steering Board, each member hereby undertakes on its behalf and on behalf of its affiliated companies, that it is willing to grant or to cause the grant of non-exclusive, non-transferable, world-wide licences on commercially fair, reasonable and non-discriminatory terms and conditions under any of such IPRs for use in or of equipment fully complying with such specification to any third party which has or will submit an equivalent undertaking with respect to any relevant IPRs it may have or obtain with respect to such specification.
- (2) During the development of a specification or a recommendation where it participates, each Member shall, on behalf of itself and its affiliated companies, submit in a timely fashion to the chairman of the Steering Board a list of all the IPRs owned or controlled by the Member or any of its affiliated companies, to the extent that the Member knows that such IPRs will be necessarily infringed when implementing such specification.
- (3) A member shall have the obligation to make available licences under an IPR that was subject to the undertaking for licensing pursuant to article 4 (1) above, except in the exceptional circumstances that the member can demonstrate that a major business interest will be seriously jeopardised.
- (4) As used in this Article 4, "affiliated company" shall mean, in respect of a Member, any legal entity which directly or indirectly controls, is controlled by, or is under common control with the Member, but only as long as such control exists, where the term "control" means

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the ownership, directly or indirectly, of more than 50 % of the interest representing the right to vote or to manage the affairs of an entity.

- (5) Any dispute, controversy or claim arising under, out of or relating to IPR infringements within the SatLabs Group, as well as non-contractual IPR claims, shall be submitted to arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Amsterdam. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of The Netherlands.

#### **Article 5    Modification of these By-Laws**

These By-Laws may be amended or modified by a  $\frac{3}{4}$  - majority voting of the members assembly.

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