

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

## **ARTICLES OF ASSOCIATION**

*April 1st, 2005*

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## Articles of Association

### 1 Name and registered office

- (1) The grouping shall have the name :

#### **SATLABS Group EEIG**

- (2) The SATLABS Group EEIG has its registered office at :

Keplerlaan 1 - P.O. Box 299  
NL-2200 AG Noordwijk  
The Netherlands

### 2 Object

The SatLabs Group EEIG is formed by service providers, satellite operators, system integrators, terminal manufacturers and technology providers with a commercial interest in DVB-RCS. The object of the Satlabs Group EEIG is to bring the deployment of the DVB-RCS standard to a large-scale adoption, by ensuring interoperability between DVB-RCS terminals and systems and by achieving low-cost solutions.

Therefore, the Group has defined the SatLabs Qualification Program which will provide an independent certification process.

The Qualification Program is based on three pillars:

- (1) the SatLabs Compliance/Interoperability Test Plan, prepared and published by the SatLabs Group EEIG;
- (2) a dedicated SatLabs Test Bed for DVB-RCS interoperability verification, under development and planned to be available within Q4 2004;
- (3) and the SatLabs Qualification Test Laboratory, providing independent test services.

Terminals passing all the tests will be granted a SatLabs Certificate and will be allowed to carry the SatLabs Mark.

The work of the SatLabs Group EEIG is concentrated on five domains:

- (1) Interoperability between DVB-RCS systems and terminals
- (2) Minimising the cost of service provision
- (3) Support to DVB-RCS Market Development
- (4) Establishment of a Competence Centre for DVB-RCS
- (5) Analysis and Definition of future evolutions of the DVB-RCS standard

The main activities of the SatLabs Group EEIG include:

- To draft and update the test plan and test procedures, called the Qualification Program, for the Return Channel Satellite Terminals (RCSTs);
- Running the Qualification Program defined by the SatLabs Group covering all relevant system elements and embracing all applicable layers;
- Setting up a common test facility – dedicated SatLabs Test Bed for DVB-RCS interoperability verification – providing independent technical testing and certification (SatLabs Mark) of RCSTs under fair and non-discriminatory conditions;
- Supporting ESA in the definition and monitoring of related industrial contracts;
- To provide public recommendations, common practice and guidelines to manufacturers, software developers and network operators;
- To act in a co-ordinated way towards standardisation bodies such as ETSI and CENELEC on all subjects related to test and certification of DVB-RCS products;
- To provide guidance and contributions for enhancements/evolution of the DVB/RCS standard;
- To provide support to members of publication of interface specifications required by R&TTE Directive;
- Benchmarking the performance of applications running on DVB/RCS networks and promote those applications which are “satellite and DVB-RCS friendly”;
- To support ESA in the co-ordination of ongoing and future R&D related activities;
- To support technology & knowledge transfer (technology watch, standards, legislation and policy monitoring, consultancy, connecting technology providers with users, partnership development);
- To develop education & skills (conferences, seminars and exhibitions, workshops and training sessions, managed learning environments);
- Research (user needs analysis, economic modelling, ontology development, knowledge engineering, classification, information retrieval).

In addition, the SatLabs Group EEIG may carry out any actions that serve directly and indirectly its purposes and/or those of its members, e.g. establish branch offices and enter into associations or cooperations with other persons or entities resident or having their central administration in or outside the European Community.

Its activities must, however, be linked to those of its members and the EEIG must act solely to support them. It is not the purpose of the EEIG to generate profit for its own ends.

### **3 Duration**

The duration of the grouping shall be indefinite.

### **4 Usage of SatLabs Mark, SatLabs logo and name**

- (1) The usage of the SatLabs Mark, SatLabs logo and name by the members is strictly regimented by the document “*SatLabs Regimentation on the Use of the SatLabs Logo*”, available to the

members. This regimentation and all disputes in connection herewith shall be exclusively subject to the laws of the Netherlands. The misuse of the SatLabs Mark, SatLabs logo or name by a member may result into its expulsion.

- (2) For non-members having misused the SatLabs Mark, SatLabs logo or name, or having acted against the SatLabs Group EEIG or against its members, and willing to join the grouping, a 1-year exclusion will be applied prior to their possible admission.

## ***Financing***

### **5 Capital**

The grouping is formed without capital. However, where appropriate, the members acting collectively may decide unanimously to endow the grouping with a capital. At that time, they shall specify the amount of the capital and shall establish each member's contribution thereto.

### **6 Contributions**

Contributions are:

- in cash
- in kind or skills

### **7 Financing**

The grouping shall be financed by:

- (1) Membership fees or other contributions from members, under the conditions laid down by the members acting collectively through the Members Assembly; the initial annual member fee is 5.000 euros per member.
- (2) Payments for services rendered to the members of the grouping or to third parties. The amount and conditions of such payments shall be established by the General Manager.
- (3) Where appropriate, new members may be charged an admission fee, under the conditions laid down by the members acting collectively through the Members Assembly.
- (4) ESA is a promoter member and as such, does not pay a membership fee.
- (5) For as long as the EEIG has no income of its own, all costs are to be shared by members. The General Manager will introduce a budget for the first year to be discussed and confirmed by the Members Assembly. Any additional costs exceeding this budget have to be approved by the members.

## ***Members***

### **8 Admission of new members**

- (1) The admission of new members shall be subject to approval by the Members Assembly.
- (2) New members shall not have unlimited joint and several liability, in respect of third parties, for the payment of debts of the grouping that originated prior to their admission, it being understood that the EEIG shall be responsible for the publication of the clause exempting the new members timely after their admission, according to the applicable law

### **9 Withdrawal of a member**

- (1) Any member of the grouping may withdraw from the grouping.
- (2) Such withdrawal shall take effect after 3 months' notice to the General Manager, in writing a registered letter with advice of receipt, provided that all fees due until such time have been paid.

### **10 Expulsion of a member**

- (1) Any member of the grouping may be expelled if it seriously fails in its obligations or it causes or threatens to cause serious disruption in the operation of the grouping.
- (2) A decision to exclude a member shall be taken by the members acting collectively through the Members Assembly, after expulsion procedures have been undertaken and adhered to by the Members Assembly.
- (3) The decision to expel a member should be taken by a three-quarter majority of the members whereby the member for which the expulsion is asked is not allowed to vote. The General Manager will notify the intention to expel and the reasons for it to the member at least 1 month before the decision.

### **11 Continuation of the Grouping**

The Grouping shall continue legally among the remaining members notwithstanding withdrawal or expulsion of one member or the loss by a member of his status.

## **12 Rights and obligations of a member who withdraws**

When a member ceases its membership his existing rights and obligations will not be affected.

## **13 Liability**

Each member shall have unlimited joint and several liability for the debts and liabilities of the Grouping that arise in respect of the period during which the Member is a member of the Grouping.

## **Bodies**

### **14 Bodies**

The bodies of the EEIG are

- Members Assembly
- General Manager
- Steering Board

### **15 Members Assembly**

- (1) The Members Assembly is a meeting of all members of the EEIG, represented by their designated representatives. All members may, in writing or orally, appoint another person (member or not) as their representative. The Chairman presides the Members Assembly.
- (2) The Chairman is elected by the Members Assembly and :
  - presides the Members Assembly, the Steering Board and the Technical Committee(s) meetings
  - supervises, directs and controls the grouping's activities and affairs
  - represents the grouping and is responsible for assuring its promotion.
- (3) The Members Assembly's responsibilities include :
  - Establishing of the EEIG or other bodies including branch offices
  - Changes in the object of the EEIG
  - Changes in these Articles
  - Determining membership fees and contributions
  - Deciding over the annual budget
  - Altering the voting rights of a member
  - Deciding on new Technical Committees

- Admitting new members, expulsing of a member
  - Drawing up of the annual report and discharging of the managers
  - Dissolving the EEIG
  - Electing, removing, dismissing the Steering Board and the Chairman, and determining their work
  - Removing, dismissing the General Manager
  - Controlling management activities, including determining net profits and integrating losses
  - Other issues mentioned in these Articles of Association
- (4) The Members Assembly meets at least once a year.
- (5) A Members Assembly is to be called within 4 weeks of this being requested by the Chairman or by a member who will also submit the agenda.
- (6) The Members Assembly has full responsibility for approving actions relating to the activities and objectives of the EEIG.
- (7) Members have one vote, independent of their contributions to any of the EEIG activities.
- (8) A decision can be taken if at least two thirds of the members are present.
- (9) The decisions made at the Members Assembly are taken up in the minutes which are signed by the Chairman and filed at the EEIG 's registered office. Copies of the minutes are sent out to all members.

## **16** *Votings and majorities*

- (1) The following decisions may only be agreed unanimously and with the approval of all members present or represented:
- Establishing of the EEIG or other bodies including branch offices
  - Changes in the object of the EEIG
  - Changes in these Articles
  - Altering the voting rights of a member
- (2) The following decisions shall be taken on a 75% majority of the members present or represented:
- Determining membership fees and contributions
  - Deciding over the annual budget
  - Drawing up of the annual report and discharging of the managers
  - Dissolving the EEIG
  - Electing the Steering Committee
  - Admitting new members or deciding on the expulsion of a member
- (3) Insofar, as this does not contradict any other clauses in this contract, all other decisions are taken by a simple majority of the votes of members present or represented.

## **17 General Manager**

- (1) The grouping shall be managed by one or more General Manager, each of them acting solely and with power to represent the grouping..
- (2) The General Manager may perform any act required or useful for the achievement of the objects of the grouping, excepting those set aside by law or by this contract (i) for the members acting collectively through the Members Assembly or (ii) the Steering Board. The General Manager may represent the EEIG towards third parties on a legally binding basis. The General Manager shall have broad signature authority to execute any document on behalf of the grouping.
- (3) The General Manager is responsible for issuing the end-of-year report, including the annual activity report
- (4) A General Manager shall be appointed by the Steering Board , for a period of at least 2 years. Under the supervision of the Chairman, his tasks include inter alia :
  - Managing, directing, supervising and controlling the day-to-day operations
  - Elaborating and proposing the annual budget
  - Undertaking any action on behalf of the grouping's contracting process

The General Manager can be removed, dismissed by the Steering Board or the Members Assembly without having to justify such removal or dismissal.

## **18 Steering Board**

- (1) The grouping shall be internally guided by a Steering Board. The Chairman presides the Steering Board
- (2) The Steering Board shall initially consist of three members at least, to be appointed by the Members Assembly. All members of the Steering Board, including the Chairman, have the same voting rights. Each of the value chain groups should be represented in the Steering Board and a fair geographical representation should be ensured.
- (3) The Steering Board tasks include :
  - Appointing, removing, dismissing the General Manager
  - Authorising all contracting actions upon recommendation of the General Manager
  - Approving qualification certificates
  - Approving all documents produced by the Technical Committee(s)
  - Proposing new Technical Committee(s) and work items
  - Interfacing with ESA for R&D activities and supporting tasks

- (4) The Steering Board shall take decisions by simple majority voting.
- (5) The Chairman shall determine the agenda, the regular time, place and the interval between the meetings of the Steering Board.

## **19 Technical Committee(s)**

- (1) The Technical Committee(s) are proposed by the Steering Board and approved by the Members Assembly. The Chairman presides the Technical Committee(s).
- (2) The work of the Technical Committee(s) include:
  - Executing the actions defined in their work plan
  - Proposing new work items to the Steering Board
  - Recommend R&D activities to the Steering Board
- (3) The proposal of a new work item shall describe the need addressed, objectives pursued, technical and/or commercial benefits to be achieved and associated technical/commercial requirements. The proposal must be supported by a representative number of implementers and/or users prior to submission to the Steering Board. In cases where implementers or users are not represented in the Grouping and external consultation process shall be started to assess the suitability of the work item.

## ***Financial year – P&L***

## **20 Financial year**

The financial year shall start on 1 January and end on 31 December of each year. The first financial year shall start with the date of the official registration of the EEIG and end 31 December of the same year.

## **21 Annual accounts**

At the end of each financial year, annual accounts shall be drawn up by the General Manager who shall submit them to the Members Assembly for approval within five months of the end of the financial year.

## **22 Profits and losses**

- (1) Any net profit shall be kept in reserve.

- (2) Any net loss may either be brought forward or split up amongst the members.

### **23    *Dissolution***

The members acting collectively may decide to dissolve the grouping.

### **24    *Liquidation***

- (1) If the grouping is dissolved, the grouping shall be liquidated by the General Manager and by one or more liquidators, if so decided by the members acting collectively.
- (2) Any assets or liabilities remaining after payment of the grouping's debts and liabilities shall evenly be apportioned among the members.

## ***Other***

### **25    *Disputes between Members***

- (1) All disputes between members or between bodies of the EEIG and members or arising in connections with these Articles or further contracts arising therefrom will be settled amicably under the mediation of the Chairman.
- (2) If no settlement can be reached, the dispute shall be finally settled by arbitration in Amsterdam, the Netherlands, conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “Rules”) by three (3) arbitrators appointed in accordance with such Rules (unless the parties can agree on the name of a single arbitrator). Any judgement or award rendered by the arbitration tribunal will be final, binding and non-appealable. The arbitration shall be conducted in the English language. In the award, the arbitration tribunal will allocate, in its discretion, among the parties to the arbitration, all costs of the arbitration including the fees and expenses of the arbitrator(s) and reasonable attorney’s fees, costs and expert witness expenses of the parties. The arbitration tribunal will be entitled, if appropriate, to award any remedy in such proceedings, including monetary damages, specific performance and all other forms of legal relief.
- (3) Dutch Law is applicable.

**26 Languages**

- (1) The present contract language being drafted in the English language. The English version shall be valid in the event of disputes as to its interpretation.
- (2) All statements, resolutions and minutes from members and management concerning the EEIG may be submitted in English.

Noordwijk, [DATE]

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SES ASTRA S.A.

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NERA Broadband Satellite AS

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VeriSat AS

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Newtec Cy

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eutelsat S.A.