

Articles of association Edge-IoT Alliance

International Non-Profit Association

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Edge-IoT Alliance

Founding members

The founding members of Edge-IoT Alliance are as follows (the **Founding Members**):

1. **Phoenix Systems sp. z o.o.**, a limited liability company incorporated under the laws of Poland, with registered office at Ostrobramska 86, 04-163 Warsaw, Poland, filed with the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, XIV Commercial Division of the National Court Register under KRS no. 0000417999;
2. **Atende Industries sp. z o.o.**, a limited liability company incorporated under the laws of Poland, with registered office at Ostrobramska 86, 04-163 Warsaw, Poland, filed with the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, XIV Commercial Division of the National Court Register under KRS no. 0000871408;
3. **Atende S.A.**, a public stock company incorporated under the laws of Poland, with registered office at 10a Koneser Square, 03-736 Warsaw, Poland, filed with the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, XIV Commercial Division of the National Court Register under number 0000320991; and
4. **Netia S.A.**, a public stock company incorporated under the laws of Poland, with registered office at Poleczki 13, 02-822 Warszawa, Poland, filed with the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS no. 0000041649.

I. GENERAL

1. NAME, LEGAL FORM, GOVERNING LAW, DURATION AND LANGUAGE

- 1.1 The Association is registered under the name “Edge-IoT Alliance (herein referred to as the **Association**).
- 1.2 The Association is incorporated under Belgian law as an international non-profit association (*association internationale sans but lucratif*) in accordance with the provisions of Book X of the Belgian Companies and Associations’ Code (the **BCAC**).
- 1.3 The Association is incorporated for an indefinite term.
- 1.4 The official language of the Association for Belgian legal purposes is French. English is the working language of the Association and will be used for all internal and external communication, correspondence, drafts or documentation, provided however that a French translation will be made if required for Belgian legal purposes (in which case the French translation will also be the official version of the correspondence or document).

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2. REGISTERED OFFICE

- 2.1 The registered office of the Association shall be in the Brussels Capital Region, Belgium. The registered office may be transferred to any location in Belgium by a decision of the Board of Directors, subject to the application of the applicable laws on the use of languages. Any such decision needs to be published in the Annexes to the Belgian Official Journal.

II. OBJECT AND ACTIVITIES

3. OBJECT

- 3.1 The Association's object is to promote and develop free and open-source software technologies and applications for use in computing devices with, by way of clarification but without in any way intended to be restrictive, primary focus on the development of the Edge-IoT operating system open industrial standards and defining the open operating system interface for application interoperability and portability.
- 3.2 Within the context of the object set out under article 3.1, the Association is established to:
- (i) define an open standard Edge-IoT operating system interface and environment for resource-constrained edge devices to support Edge-IoT applications portability at the source code level to enable the establishment of the Cloud-Edge-IoT Continuum;
 - (ii) define Edge-IoT operating system service functions and subroutines for multiple programming languages (C, Python etc.) including portability, error handling, error recovery, power management for Edge-IoT devices intended for various market sectors;
 - (iii) define Edge-IoT operating system command interpreter and common utilities open standard to support the application portability;
 - (iv) define a standard set of security and safety requirements for various Edge-IoT applications;
 - (v) define a standard open methodology for verification and validation of security and safety requirements;
 - (vi) define a standard open methodology for verification and validation of Edge-IoT application power efficiency;
 - (vii) develop a test framework for validating system and application compliance with the defined open standard and preserving the proper level of Edge-IoT application security and safety;
 - (viii) roll out the process of international standardization of the Cloud-Edge-IoT operating system interface;
 - (ix) coordinate and propagate the normalization and standardization of the solutions worked out by the Working Groups and approved by the Association;

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- (x) support Edge-IoT software-hardware disaggregation;
- (xi) promote energy efficient software-defined Edge-IoT solutions;
- (xii) provide access to state-of-the-art software technologies, architectures and best practices;
- (xiii) promote the market advantages of the implemented solutions worked out within the Association;
and
- (xiv) gain broad market representation involving different entities, companies, universities, government and non-government organizations.

4. ACTIVITIES

4.1 The Association performs all activities that relate directly or indirectly to its object and more specifically assists and participates in all activities that correspond to its object, including the following activities:

- (i) to engage with and sponsor events in which open edge and IoT industry participants can be informed, gain greater visibility and develop strategies;
- (ii) to establish effective working relationships with other organisations in the open edge and IoT industry with a view to ensuring effective collaboration;
- (iii) to engage in various marketing activities that increase awareness of the Association and its activities;
- (iv) to create Working Groups in which its Members can collaboratively develop and publish norms and standards and other such documents to support the Association's object;
- (v) to participate in and/or sponsor events where industry participants can be educated about, gain greater visibility into, and develop adoption strategies for the Association's deliverables;
- (vi) to develop, launch and maintain a conformance testing program to ensure consistent implementation of adopted norms and standards;
- (vii) to establish productive working relationships with other industry organizations to ensure effective collaboration and to maximize the re-use of already developed standards and approaches; and
- (viii) to conduct various marketing activities that increase awareness of the Association and its deliverables.

III. MEMBERS AND MEMBERSHIP

5. CATEGORIES OF MEMBERS

- 5.1 The Association shall have two categories of members: Premier Members (including the subcategory of Founding Members) and Regular Members (together, the **Members**). The Association can have an unlimited number of Members and shall at all times have at least two Members.
- 5.2 Members can participate to the Working Groups through their affiliated or associated entities within the meaning of sections 1:20 and 1:21 BCAC (the **Group Entities**). However, all the rights and obligations under these articles of association (the **Articles**) shall only apply to the Members (and not to any of the Group Entities unless the Articles provide otherwise), and the Group Entities themselves shall not be considered as Members. For the avoidance of doubt, the membership fee paid by a Member covers a Group Entity's participation to a Working Group.
- 5.3 The Board of Directors may at any time decide to create additional categories of Members and allocate rights and membership fees connected to such categories (save for voting rights at the General Meeting).
- 5.4 All Members commit to pool their efforts and to dedicate reasonable and proportionate resources to the development of the object and activities of the Association. Without prejudice to any other obligation which the Members may have pursuant to the Articles, all Members shall comply with the Articles, any code of conduct and internal rules of the Association and all decisions by the Board of Directors and/or the General Meeting.
- 5.5 The Members have the rights and obligations granted to them by Belgian law and the Articles (and any other documents adopted by the Association, as the case may be).

6. PREMIER MEMBERS

- 6.1 The premier members shall be the Founding Members and those legal entities that, following the incorporation of the Association, (i) apply for premier membership and of which the application is approved by the Board of Directors in accordance with article 8, (ii) enter into a participation agreement pursuant to which they join the Association as premier member, the format of which is approved by the Board of Directors and (iii) have paid the membership fee determined by the Board of Directors (the **Premier Members**).
- 6.2 In addition to the rights granted to the Regular Members, as set out under article 7.2, Premier Members shall also have, amongst others, the following rights:
- (i) the right to nominate one (1) representative for appointment as a Director, subject to the approval of the Founding Members Committee. By way of derogation, each Founding Member may appoint one (1) Director, whose appointment does not require any additional approval by the Founding Members Committee;
 - (ii) the right to propose the establishment of new Working Groups; and

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(iii) the right to chair Working Groups in accordance with article 27.2(d).

6.3 The Board of Directors may at any time grant additional rights and benefits to the Premier Members.

7. REGULAR MEMBERS

7.1 The regular members shall be those legal entities that (i) apply for regular membership and of which the application is approved by the Board of Directors or by any other body designated by the Board of Directors, (ii) enter into a participation agreement pursuant to which they join the Association as regular Member, the format of which is approved by the Board of Directors and (iii) have paid the membership fee determined by the Board of Directors (the **Regular Members**).

7.2 Each Regular Member shall be granted the right:

- (i) to access confidential information, including, but not limited to, internal working documents of the Association;
- (ii) to take part in the activities of the Working Groups;
- (iii) to have early access to proposals and other documents of the Association;
- (iv) to attend and take part in workshops and seminars organised by the Association;
- (v) to appoint one (1) representative to represent that Regular Member at the General Meeting and the right to vote at the General Meeting;
- (vi) the right to propose matters to be assessed and approved in the Working Groups in which they are active, for final approval by the Board of Directors; and
- (vii) the right to chair Working Groups if no representatives of the Premier Members volunteer, as set out in article 27.2(d).

7.3 The Board of Directors may at any time grant other rights and benefits to the Regular Members.

8. ADMISSION

8.1 Any company, for-profit or non-profit, association, governmental organisation or educational institution demonstrating that it is dedicated to the object of this Association in accordance with the following criteria (which may be amended from time to time by the Board of Directors):

- (a) publicly displaying a professional interest in the object and activities of the Association; and/or
- (b) publicly supporting the object of the Association in the form of a press release or by distributing or deploying products, services or technology to the public in relation to the object of the Association,

is eligible to become a Member. The applicant for membership indicates in its application for which type of membership it applies.

- 8.2 Candidate members and Regular Members applying to become a Premier Member shall send their written application to the President. The application form and the application procedure and formalities shall be determined by the Board of Directors. The Board of Directors may at any time request additional information in order to decide on an application. The approval of an application to adhere as Regular Member or Premier Member (including applications to become a Premier Member by Regular Members, or vice versa), requires a decision of the Board of Directors (or, in the case of Regular Members, of any other body designated by the Board of Directors, as the case may be).
- 8.3 The Board of Directors may refuse an application for membership (or application of any Group Entity to the Working Groups), amongst others, for the following reasons:
- (a) the applicant (including its Group Entities, to the extent relevant) does not meet the admission criteria mentioned under article 8.1, which may be amended from time to time by the Board of Directors;
 - (b) the applicant (including its Group Entities, to the extent relevant) has submitted its application in bad faith taking into account publicly available information, or the admission of the applicant may harm the reputation of the Association; or
 - (c) there are clear indications that the applicant (including its relevant Group Entities, to the extent relevant) would, shortly after joining, meet the conditions for termination or exclusion in accordance with article 10.
- 8.4 Membership shall only be effective upon meeting the conditions mentioned in articles 6.1 and 7.1, as applicable.

9. MEMBERSHIP FEES

- 9.1 Members are required to pay annual membership fees. The Board of Directors shall determine the amount of the annual membership fees, as well as any additional fees for participation in the activities of the Association, per category of Founding Members, Premier Members and Regular Members, in a reasonable and non-discriminatory manner.
- 9.2 The Board of Directors may, at any time, increase or decrease the annual membership fees of the Members in order to preserve the financial stability and position of the Association.
- 9.3 Any increase or decrease of annual membership fees shall apply immediately to any subsequent application for membership following the decision to increase or decrease the annual membership fees and to all Members as from the calendar year following the decision to increase or decrease the annual membership fees. Policies and procedures for billing and collection of the annual membership fees shall be determined by the Board of Directors.

10. TERMINATION OF MEMBERSHIP

10.1 Membership may be terminated in the following cases:

- (a) Membership will terminate automatically if any of the following events occurs:
- (i) the Member is unable to pay its debts as they fall due or is in a state of bankruptcy within the meaning of section XX.99 of the Code of Economic Law (*Code de droit économique*);
 - (ii) the Member has passed a resolution to be dissolved and/or liquidated or has convened a meeting with such agenda;
 - (iii) the Member presents, or has presented, a petition for a winding up order;
 - (iv) an application to appoint an administrator is made in respect of the Member or a notice of intention to appoint an administrator is filed in respect of the Member;
 - (v) any other steps are taken by the Member or any other person to appoint an administrator over the Member;
 - (vi) the Member has appointed an administrator, administrative receiver, or receiver over all or any part of its business, undertaking, property or assets or a person becomes entitled to appoint an administrative receiver or receiver over such assets;
 - (vii) the Member takes any steps in connection with proposing or adopting a voluntary arrangement within the meaning of section XX.39 of the Code of Economic Law or has opened, or filed to open, a judicial reorganisation procedure within the meaning of Book XX of the Code of Economic Law;
 - (viii) the Member suffers or undergoes any procedure similar to any of those specified in point (i) to (vii) inclusive above or any other similar procedure available in the country in which the Member is constituted, established or domiciled; or
 - (ix) the Member is dissolved or ceases to exist;

in which case the Board of Directors shall formally confirm the termination of the membership in application of this Article 10.1(a). Any reference to a Member in this Article 10.1(a) also includes any relevant Group Entity of such Member participating in the Working Groups;

- (b) by a letter of resignation submitted by a Member to the President or to the Secretary. The resignation shall take effect as from the date of dispatch of the letter;
- (c) by exclusion for material breach of the Articles, the code of conduct or any other internal rules of the Association or, for harming the reputation or standing of the Association, in accordance with article 10.2; or

(d) by exclusion for non-payment of membership fees in accordance with article 10.3.

10.2 Members may, upon recommendation by the Board of Directors, be excluded by the General Meeting for material breach of the Articles, the code of conduct or any other internal rules of the Association or, for harming the reputation or standing of the Association or, in general, for a substantial breach of its obligations as Member within the context of its participation within the Association, including in different programmes of Working Groups (as the case may be). Members may also be excluded for any of the grounds set out in this article 10.2 if these could be attributed to any of their relevant Group Entities participating in the Working Groups.

The decision to terminate membership in accordance with this article 10.2 shall be taken in accordance with the following procedure:

- (e) the Board of Directors shall give the Member fifteen (15) days' notice of the proposed exclusion and the underlying reasons. The notice shall be sent by any reasonable method of providing notice and may be sent electronically;
- (f) the Member shall be given the opportunity to be heard, either verbally or in writing, at least ten (10) days prior to the effective date of the proposed action by the Board of Directors. The Board of Directors shall take the verbal or written arguments into account in its decision on the proposed exclusion;
- (g) the Board of Directors shall determine the existence of a material or substantial breach or reputational damage by unanimous decision by the Directors present. Any Director representing the Member concerned in the Board of Directors shall have the right to take part in the deliberation of the Board of Directors, but may not vote on the decision regarding the existence of a material or substantial breach or reputational damage. The Board of Directors shall decide whether it will recommend the General Meeting to exclude the Member or whether it will sanction the Member otherwise;
- (h) the General Meeting, upon recommendation by the Board of Directors, shall decide on the exclusion of the Member. The Member concerned shall be given the opportunity to be heard, either verbally or in writing, at the General Meeting deciding on the exclusion. The Member concerned may not vote at this General Meeting; and
- (i) if the General Meeting would decide to exclude the Member, this decision will be final, without any means of recourse available for the Member. However, if the General Meeting would decide against the exclusion of the Member, the matter will be referred to the Founding Members Committee.

If grounds appear to exist for termination of membership in accordance with this article 10.2, the Board of Directors may decide to suspend membership immediately until a final decision on the termination has been taken in accordance with the above procedures.

10.3 The Board of Directors may decide to exclude a Member for non-payment of membership fees. The excluded Member may appeal the decision of the Board of Directors at the following General Meeting. In

such case, the Member must lodge the appeal to the President or the Secretary, who will include the appeal on the agenda of the General Meeting. All rights associated with membership are suspended for the duration of the appeal process. If the General Meeting would decide to exclude the Member in accordance with this article 10.3, this decision will be final, without any means of recourse available for the Member. However, if the General Meeting would decide against the exclusion of the Member, the matter will be referred to the Founding Members Committee.

Notwithstanding the above provisions, the Board of Directors may, unilaterally and without further procedural formalities, suspend membership for non-payment of membership fees within thirty (30) days after such fees have become due and payable, and exclude the Member sixty (60) days after such fees have become due and payable, provided that the Member has been notified hereof at least ten (10) days prior of the application of this procedure. A single notice may be used to notify the Member of both the possible suspension and exclusion for non-payment.

- 10.4 All rights and benefits of a Member associated with their membership will automatically end upon termination of their membership. Members shall not be entitled to any refund of any membership fees for the remainder of the calendar year in which the termination of the membership takes effect.

11. NON-ASSIGNMENT

- 11.1 No Member shall be entitled to assign or transfer any membership or rights resulting therefrom, including any membership rights in case of bankruptcy, termination of membership, exclusion or dissolution. In the event of a merger of a Member with an entity other than its Group Entities, membership shall transfer to the new entity only upon approval by the Board of Directors. In absence of such approval, the Board of Directors shall confirm the termination of the membership.

12. COMPLIANCE WITH COMPETITION LAW

- 12.1 Each Member is committed to encouraging competition in the development of new products and services. The object and activities of the Association are intended to promote such competition.
- 12.2 The Association shall not enter into any discussion, activity or conduct that may infringe, on its part or on the part of any of the Members, any national or international applicable competition law. By way of example, participants shall not discuss, communicate or exchange any commercially sensitive information, including non-public information relating to prices, marketing and advertising strategy, costs and revenues, trading terms and conditions with third parties, including purchasing strategy, terms of supply, trade programmes or distribution strategy. This applies not only to discussions in formal meetings, but also to informal discussions before, during and after meetings. No item of any material, financial, commercial interest or prices shall be discussed during any meetings between (the representatives of) the Members unless such items have been included in the official agenda of the meeting circulated in advance. If any Member has concerns about the legality of discussing certain items or exchanging certain information, it will inform the other Members (or their representatives) and the Secretary of its concerns in advance of the meeting. The item will not be discussed until all concerns of any Members have been removed.

13. CONFIDENTIALITY

- 13.1 The Members shall not disclose any confidential information of the Association (***Confidential Information***) to any unauthorised third party without prior express written consent of the Association. Proper and appropriate steps shall be taken and maintained by the Members, at all times, to protect Confidential Information received from a Member or the Association. Dissemination by a Member of Confidential Information shall be limited to its employees or agents that are directly involved with the project(s) contemplated by the Association and only to the extent that is necessary. Confidential Information will be used only in connection with the project(s) contemplated by the Association. No other use will be made of it by the receiving Members. All Confidential Information and all documents containing such Confidential Information shall remain the property of the Association, and all such documents, and copies thereof, shall be returned or destroyed upon the request of the Association. These obligations will survive the termination of the Association and/or membership. In case the Members and/or the Association intend to launch projects with the purpose or likely outcome of newly developed intellectual property, a separate development agreement may be entered into.

14. FINANCIAL OBLIGATIONS WHEN LEAVING THE ASSOCIATION

- 14.1 Members that cease to be a Member of the Association shall have no right to (any part of) the assets of the Association. The exiting Member must still pay the membership fees of the ongoing calendar year if its membership is terminated between 1 January and 30 June of a given year, or the membership fees of the following calendar year if its membership is terminated between 1 July and 31 December of a given year.

IV. BOARD OF DIRECTORS

15. COMPOSITION OF THE BOARD OF DIRECTORS

Composition

- 15.1 The Board of Directors shall consist of a minimum of three (3) Directors and a maximum of thirteen (13) Directors (the ***Board of Directors*** and individually, the ***Directors***), who shall be representatives of the Premier Members. Only private individuals can be elected as Director. The Founding Members Committee shall determine the number of Directors, taking into account that no Premier Member shall be represented by more than one (1) Director in the Board of Directors and each Founding Member may in any case nominate one (1) Director for appointment as long as such Founding Member is a Premier Member. The remaining seats on the Board of Directors (if any) shall be open to representatives nominated by other Premier Members who are not Founding Members and whose appointment shall be confirmed by the Founding Members Committee. Each Premier Member shall, together with the nomination of its Director, provide the full name, address, telephone number, e-mail address, nationality and a copy of the passport and a recent proof of domicile of the Director.

Chairperson

- 15.2 The Board of Directors shall be chaired by a chairperson (the **Chairperson**), who shall chair the meetings of the Board of Directors. The Board of Directors shall appoint from time to time a Chairperson amongst the Directors nominated by one of the Founding Members. The mandate of the Chairperson is renewable and will expire automatically upon the end of the Chairperson's mandate as Director. The Chairperson may resign at any time as Chairperson by informing the Board of Directors thereof in writing. Such resignation shall take effect on the date of receipt of the notice or at such later time as mentioned in the notice.

Term of mandate

- 15.3 The mandate of the Directors is renewable and, unless for Directors appointed during an ongoing term of two (2) years, will be limited to (2) years. When the mandate of a Director terminates, this shall not terminate the mandate of the other Directors but shall result in the appointment of a (new) Director for a period equal to the remaining term of the ongoing two (2) year term of the mandate of the other Directors.

Termination

- 15.4 The following events shall result in automatic termination of the mandate of the Director or Alternate Director, as the case may be:
- (i) resignation by that Director or Alternate Director in accordance with article 15.9;
 - (ii) a resolution for dismissal adopted by the Founding Members Committee, respectively, for any of the reasons set out in article 15.8;
 - (iii) the death of a Director or Alternate Director;
 - (iv) a registered medical practitioner who is treating that Director or Alternate Director gives a written opinion stating that that person has become physically or mentally incapable of acting as a Director or Alternate Director and may remain so for more than 3 months; and/or
 - (v) termination of the membership, in accordance with article 10, of the Founding Member or Premier Member that nominated that Director or Alternate Director.

Vacancy

- 15.5 When a vacancy for a Director or Alternate Director occurs, the President shall inform all Premier Members. That Premier Member that does not have a representative on the Board of Directors shall then have sixty (60) calendar days from the date of notification by the President to nominate its candidate Director or Alternate Director for appointment, providing the full name, address, telephone number, e-mail address, nationality and a copy of the passport and a recent proof of domicile.

The Founding Members Committee shall then decide who shall be appointed as Director (save for the appointment of Directors by Founding Members, whose appointment should not be confirmed by the

Founding Members Committee). The appointment shall be for a period equal to the remaining term of the ongoing term of the other Directors or Alternate Directors.

Alternate Directors

- 15.6 Following the appointment of the Directors, each Premier Member represented in the Board of Directors may nominate one (1) alternate Director (the **Alternate Director**) for the same term as its representative Director and shall, together with the nomination of its Alternate Director, provide the full name, address, telephone number, e-mail address, nationality and a copy of the passport and a recent proof of domicile of the Alternate Director. Save for the appointment of Alternate Directors by Founding Members, such nomination shall subsequently be confirmed by the Founding Members Committee.
- 15.7 The following procedures shall apply to Alternate Directors:
- a) Each Director shall have an Alternate Director to serve as a replacement in the event of death, resignation, dismissal, termination for any reason of the mandate of the Director, or temporary absence of the Director. When acting as a Director, the Alternate Director shall have all the rights, privileges, and responsibilities of the Director and may attend all ordinary and extraordinary meetings of the Board of Directors.
 - b) The Director shall resume all rights, privileges and responsibilities relating to the position of Director at the end of their temporary absence. When the Alternate Director fulfils the duties of a Director due to death, resignation, dismissal, termination for any reason of the mandate of a Director or temporary absence of the Director, the Alternate Director shall become a Director if the entitled Founding Member or Premier Member decides so or if the vacancy procedure specified in article 15.5 does not effectively end up within ninety (90) calendar days from the date of notification (of the vacancy) to the interested Founding Member or Premier Member by the President, for a term equal to the remaining term of the ongoing term of the mandate of the other Directors, and the corresponding Alternate Director position shall become vacant. In such case, the Premier Member may nominate one (1) new Alternate Director for a term equal to the remaining term of the ongoing mandate of the other Alternate Directors.
 - c) Unless otherwise provided, all provisions of the Articles shall apply equally to the Alternate Directors and the Directors.

Dismissal

- 15.8 Any Director and/or Alternate Director may be dismissed by the Founding Members Committee for any of the following reasons:
- (a) four (4) or more unexcused absences per year from meetings of the Board of Directors;
 - (b) the conviction or prosecution for a serious crime which may harm the reputation of the Association;
 - (c) the intentional breach of fiduciary duties;

- (d) publicly ridiculing the Association or harming its reputation or standing of the Association; and/or
- (e) serious mismanagement.

Resignation

- 15.9 Any Director or Alternate Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at such later time as may be mentioned in the notice.

Replacement

- 15.10 A Premier Member may replace its Director or Alternate Director by means of a notice addressed to the President and the Secretary. The new Director or Alternate Director will replace the former Director or Alternate Director for a period equal to the remaining term of the ongoing term of the mandate of the replaced Director or Alternate Director. Save for the replacement by Founding Members, such replacement shall subsequently be confirmed by the Founding Members Committee.

16. POWERS OF THE BOARD OF DIRECTORS

- 16.1 The Board of Directors is responsible for the management of the Association and has all residuary powers. It has the power to perform all actions for the Association, with the exception of those explicitly reserved to the General Meeting pursuant to the BCAC and/or the Articles. The powers of the Board of Directors include, without being limited to, the following:
- (a) deciding on the general policy and management of the Association, including the approval of the policy and the establishment of the Working Groups, as well as determining the composition, the scope of their purpose and activities of such Working Groups, and laying down the guidelines and/or regulations within which the Board of Directors and/or the Working Groups shall operate;
 - (b) establishing advisory bodies, councils and/or committees, determining the scope of their purpose, activities and regulations, determining the status of their members, and preparing invitations to candidates to become members of the advisory bodies, councils and/or committees;
 - (c) supervising the activities of the Association;
 - (d) supporting the Working Groups, and ensuring that their activities are in the interest of the Association;
 - (e) delegating certain specific and limited powers and/or daily management to one or more persons;
 - (f) deciding on the time and place of meetings of the General Meeting;
 - (g) adopting the annual budget and the annual accounts, which will be submitted for approval by the General Meeting;

- (h) making recommendations for exclusion of Members in accordance with article 10.2, with the final decision needing to be taken by the General Meeting;
- (i) excluding Members in accordance with article 10.3;
- (j) changing membership fees;
- (k) fundraising; and
- (l) appointing the President, the Secretary, the Secretary General, the Treasurer and the Vice President(s).

17. MEETINGS OF THE BOARD OF DIRECTORS

Convocation

- 17.1 Meetings of the Board of Directors shall be held in person at the registered seat of the Association, or at any other place agreed on by the Board of Directors or designated in the convocation notice, be it in person or via audio- or videoconference.
- 17.2 Meetings of the Board of Directors may be requested at any time by the President, the Secretary, the Secretary General or fifty percent (50%) of the Directors.
- 17.3 A convocation notice shall be sent to the Directors at least three (3) calendar days prior to the date of the meeting of the Board of Directors, mentioning the date, place and agenda of the meeting. In case of urgency, a meeting of the Board of Directors can be convened with twenty-four (24) hours' notice. In case of emergency, the nature and reasons of the emergency must be set out in the convocation notice. Notices can be sent by post, fax, e-mail or any other means of communication specified in section 2281 of the Belgian Civil Code.

Minutes

- 17.4 The decisions adopted by the Board of Directors at its meetings shall be recorded in minutes. The minutes shall be approved and signed by the President and the individual Directors present at the meeting upon their individual request. Extracts of the minutes to be submitted to third parties shall be signed by the Secretary.

Quorum

- 17.5 A majority of eighty percent (80%) of the Directors must be present (or represented) at the meeting of the Board of Directors in order for the Board of Directors to validly deliberate and decide on the agenda items.

Notwithstanding the above, the quorum shall be deemed to have been met if following the meeting of the Board of Directors, each Director not present at the meeting:

- (a) signs a waiver letter; or

- (b) approves in writing the minutes of that meeting.

Any Director who attends the meeting of the Board of Directors, signs a waiver letter or approves in writing the minutes of that meeting shall be deemed to agree that the meeting was validly convened, that the meeting of the Board of Directors validly deliberated and decided on the agenda items of that meeting and to have waived their right to contest the validity of the meeting.

If the quorum of the meeting is not met, a majority of the Directors present (or represented) at the meeting may adjourn the meeting to meet again at another time at which the Board of Directors may validly deliberate and decide on the agenda items regardless of the quorum being met. If the meeting is adjourned for more than forty-eight (48) hours, a convocation notice for the new date and place of the meeting of the Board of Directors will be sent to the Directors that were not present for the adjournment.

Participation

Directors may participate in a meeting of the Board of Directors by means of such telephonic, electronic or other communication tool, provided the communication tool allows the Directors to simultaneously deliberate and vote on the agenda items. A Director participating in a meeting by such means is deemed to be present at the meeting.

Proxy

- 17.6 Directors can be represented by another Director at a specific Board of Directors' meeting on the basis of a specific proxy granted prior to the meeting. In such case, the Director represented by proxy is deemed to be present. A Director may not represent more than one (1) Director, and may cast, together with its own vote, a maximum of two (2) votes in total. A copy of the proxy shall be attached to the minutes of the meeting.

Voting

- 17.7 Unless otherwise provided in the Articles, all decisions by the Board of Directors shall require a majority of eighty percent (80%) of the votes of the Directors present (or represented) at the meeting. By way of derogation from the above, decisions relating to the admission of new Regular Members shall require a majority of at least fifty percent (50%) of the votes of the Directors present (or represented) at the meeting.

Written resolutions

- 17.8 Alternatively, decisions of the Board of Directors can be taken by unanimous written resolution of the Directors. Any such resolution may be signed in counterparts, each of which will be an original and all of which together will constitute one and the same resolution.

V. FOUNDING MEMBERS COMMITTEE

18. POWERS OF THE FOUNDING MEMBERS COMMITTEE

- 18.1 All the Founding Members together shall form a committee (the **Founding Members Committee**), which shall have the following powers:
- (a) approve the appointment of the (Alternate) Directors, as set forth in articles 15.1, 15.5 and 15.6 (respectively);
 - (b) approve the dismissal of the (Alternate) Directors, as set forth in article 15.8;
 - (c) approve the replacement of the (Alternate) Directors, as set forth in article 15.10;
 - (d) take a final decision with respect to the exclusion of a Member, as set forth in articles 10.2(i) and 10.3; and
 - (e) ratification of appointment of any chair or any vice-chair of the Standardisation Working Group (as defined below), as set forth in article 27.2(d).

19. MEETINGS OF THE FOUNDING MEMBERS COMMITTEE

Convocation

- 19.1 Meetings of the Founding Members Committee shall be convened whenever any of the decisions listed in article 18.1 must be taken.
- 19.2 Meetings of the Founding Members Committee shall be held in person at the registered seat of the Association, or at any other place agreed on by the Founding Members Committee or designated in the convocation notice, be it in person or via audio- or videoconference.
- 19.3 Each Founding Member can convene a meeting of the Founding Members Committee. A convocation notice shall be sent to the other Founding Members at least three (3) calendar days prior to the date of the meeting of the Founding Members Committee, mentioning the date, place and agenda of the meeting. In case of urgency, a meeting of the Founding Members Committee can be convened within twenty-four (24) hours' notice. In such case, the nature and reasons of the urgency must be set out in the convocation notice. Notices can be sent by post, fax, e-mail or any other means of communication specified in section 2281 of the Belgian Civil Code.

Minutes – written resolutions

- 19.4 The decisions adopted by the Founding Members Committee at its meetings shall be recorded in minutes.
- 19.5 Alternatively, decisions of the Founding Members Committee can be taken by unanimous written resolution of the Founding Members. Any such resolution may be signed in counterparts, each of which will be an original and all of which together will constitute one and the same resolution.

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Quorum

- 19.6 A majority of fifty percent (50%) of the Founding Members must be present at the meeting of the Founding Members Committee in order for the meeting to validly deliberate and decide on the agenda items.

Each Founding Member shall be represented either by its principal representative or by one (1) alternate representative designated as such, whose names shall be communicated to the other Founding Members prior to the meeting of the Founding Members Committee.

Any meeting of the Founding Members Committee, regardless of whether a quorum is met, may be adjourned by the vote of seventy-five percent (75%) of the Founding Members present at the meeting. A meeting of the Founding Members Committee may not be adjourned for more than fifteen (15) days. In the event of an adjournment, a new notice shall be sent to each Founding Member. At the adjourned meeting, the Founding Members present may deliberate and decide on any agenda items of the initial meeting, regardless of whether a quorum is met.

Voting

- 19.7 All decisions by the meeting of the Founding Members Committee shall require the affirmative vote of seventy-five percent (75%) of the votes present (or represented) at the meeting.
- 19.8 Each Founding Member shall have one (1) vote on each item on the agenda of the meeting of the Founding Members.

At any meeting of the Founding Members Committee, and unless otherwise required by the majority of the Founding Members present at that particular meeting, decisions shall be adopted by a show of hands if the meeting is held in person, or by calling out the votes verbally if the meeting is held by audio- or videoconference.

20. FEES AND INDEMNIFICATION

- 20.1 Unless otherwise decided by the General Meeting at the occasion of the appointment, the mandate of the Directors and Alternate Directors shall not be remunerated. The Directors shall be entitled to be reimbursed for reasonable expenses incurred in the performance of their duties in accordance with any applicable policies of the Association adopted by the Board of Directors.
- 20.2 Nothing herein shall be construed to prevent a Director from serving the Association in any other capacity as an officer, agent, employee or otherwise and receiving compensation therefor, provided that such compensation is approved by the Board of Directors.

VI. OFFICERS

21. GENERAL

21.1 The officers of the Association shall be the President, Vice-President(s), Treasurer, Secretary, Secretary General and such other officers as may be appointed by the Board of Directors (the **Officers**). A person may hold two or more offices.

The Board of Directors from time to time may appoint such other Officers as it deems fit and may designate to such Officers such duties and responsibilities as the Board of Directors may determine.

21.2 The Officers shall be any person appointed by the Board of Directors. Save for the President, nothing herein shall require Officers to be a Director, employed or an authorised representative of a Member.

21.3 Each Officer shall serve a renewable term of one (1) year, or until their resignation or dismissal, or until their successor is appointed. However, the term of the President is subject to what is set forth in article 22.1.

21.4 Any Officer may be removed at any time, with or without cause, by the Board of Directors or by any Officer to whom such power may be conferred by the Board of Directors.

21.5 Any Officer may resign at any time by informing the Board of Directors in writing. Such resignation shall take effect on the date of receipt of the notice or at such later time as may be mentioned in the notice.

22. PRESIDENT

22.1 The Chairperson shall in principle also act as the president of the Association (the **President**), except if the Chairperson decides not to take up the mandate of President. If the Chairperson decides not to take up the mandate of President, the Board of Directors shall appoint a President, who must be a Director nominated by one of the Founding Members. Upon the end of the one (1) year term for which the President has been appointed, or upon the resignation or dismissal of the President, or upon the end of the mandate of the President as Chairperson and/or Director (for the avoidance of doubt, in each case limited to a maximum term of one (1) year), the same procedure will be repeated.

22.2 Subject to the control of the Board of Directors, the President shall be responsible for the management of the Association and shall be responsible for the general supervision, management and control of the activities and affairs of the Association. The President shall have such other powers and duties as may be delegated by the Board of Directors. In particular, the President shall:

- (a) schedule and arrange meetings of the Board of Directors;
- (b) facilitate communication between Members, including convening meetings of the Members in a timely manner;

- (c) liaise with other consortia or associations with which the Association may decide to enter into contact; and
- (d) in general, carry out all the duties of an executive director and such other duties as may be assigned by the Board of Directors.

22.3 The President shall cast their vote in the Board of Directors as the representative of the Member they represent. The President shall not, unless otherwise stated in the Articles, have any additional or casting vote as President.

23. VICE-PRESIDENT(S)

23.1 In the absence of the President, or in the event of their incapacity to act, the vice-president (the ***Vice-President***) (with the most seniority within the Association, in case more than one Vice-President has been appointed) shall assume the duties of the President. The Vice-President is appointed by the Board of Directors and shall have the powers and duties as delegated by the Board of Directors or the President. There shall be no limit to the number of Vice-Presidents.

24. TREASURER

24.1 The Board of Directors shall appoint a treasurer of the Association (the ***Treasurer***). The duties of the Treasurer are as follows:

- (a) to have custody of and be responsible for the funds of the Association and to deposit, in the name of the Association, such funds with a bank;
- (b) to receive and give a receipt for monies due and payable to the Association;
- (c) to perform payments on behalf of the Association as may be instructed by the Board of Directors and to collect proper receipts for such payments;
- (d) to keep accurate accounts and books of the Association and to produce these to any Director, or their agent or attorney, upon their request;
- (e) to provide the President and the Directors, upon their request, account of any transaction carried out by them as Treasurer and of the financial position of the Association;
- (f) to prepare and certify financial statements to be included in any report when required; and
- (g) to perform all duties of the office of Treasurer and all other duties that may be delegated by the Board of Directors.

25. SECRETARY

25.1 The Board of Directors shall appoint a secretary of the Association (the **Secretary**). The duties of the Secretary are as follows:

- (a) to keep an up-to-date version of the Articles, as may be amended from time to time;
- (b) to take minutes of the meetings of the Board of Directors, the General Meeting and, if applicable, the Working Groups and to keep these minutes in the minute books of the Association, containing all relevant information for each meeting held or decision adopted;
- (c) to ensure that all convocation notices of meetings are circulated in accordance with the Articles and the BCAC;
- (d) to keep a membership register containing the names, addresses and category of membership of the Members and, in the event that a membership has been terminated, the date and reason of termination;
- (e) to produce to the Members or their agents or attorneys, upon their reasonable request, a copy of the up-to-date version of the Articles, the membership book and minutes of the General Meetings; and
- (f) perform all duties of the office of Secretary and all other duties that may be delegated by the Board of Directors.

26. SECRETARY GENERAL

26.1 The Board of Directors may appoint a secretary general of the Association (the **Secretary General**). The Secretary General shall assist the President or Vice-President(s) in the performance of their duties.

26.2 The Secretary General shall be entitled to perform the day-to-day management of the Association. For the purpose of this article, the day-to-day management of the Association is understood as all acts (i) which do not represent a transaction value exceeding 10,000 EUR or (ii) which do not exceed the needs of the day-to-day life of the Association or (iii) which do not require a decision from the Board of Directors due either to their minor interest or to their urgency, and include, without being limited to, the following:

- (a) scheduling and arranging meetings;
- (b) facilitating communication between Members, including convening meetings of the Members in a timely manner;
- (c) liaising with other consortia or associations with which the Association may decide to enter into contact;
- (d) providing Members with such minutes, summaries and other reports relating to the activities of the Association as may be prepared by the Secretary or the Secretary General; and

- (e) in general, to perform the duties of the Secretary General and such other duties as may be required by law or by the Articles, or as may be delegated to them by the Board of Directors.

VII. **WORKING GROUPS**

27. **WORKING GROUPS**

- 27.1 The Board of Directors may establish one or more working groups to consider any specific issues or topics of interest to the Association (the **Working Groups**). The Working Groups define their work program, the frequency of their meetings and the budget required to carry out their program.
- 27.2 The Association shall have at least one permanent standardisation Working Group (the **Standardisation Working Group**) and one permanent Promotional Working Group. The Board of Directors may establish additional Working Groups as it deems fit. In this regard, the Board of Directors shall:
 - (a) decide on the establishment of each Working Group;
 - (b) approve the charter and budget of these Working Groups;
 - (c) determine the duties and responsibilities of the Working Groups; and
 - (d) appoint any chair and any vice-chair of that Working Group from amongst the representatives of the Premier Members or, in case no such representative volunteers, from amongst representatives of the Regular Members. The appointment of any chair and any vice-chair of the Standardisation Working Group must be ratified by the Founding Members Committee.
- 27.3 All participants to the Working Groups must be representatives of the Members. The Working Groups are open to all representatives of Regular Members and Premier Members.
- 27.4 The convocation and functioning of the Working Groups shall be determined by the Board of Directors in written procedures of the Working Groups, applicable to all Working Groups. Upon the establishment of a Working Group, that Working Group may, through its chair, propose specific procedures to govern the activities of that Working Group. Such specific procedures shall be subject to ratification and modification by the Board of Directors. Specific Working Group procedures not otherwise adopted into the general Working Group procedures shall apply only to those Working Groups proposing such procedures.

VIII. **CONFLICTS OF INTEREST**

28. **CONFLICTS OF INTEREST**

- 28.1 When a Director, or a Member that is represented in the Board of Directors by a Director, has a financial interest conflicting with the interests of the Association regarding a decision that must be taken by the Board of Directors or regarding a transaction subject to a decision by the Board of Directors, the Director concerned shall immediately notify the Board of Directors of this conflict of interests. The minutes of the

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meeting or the written resolutions must mention the statement that was made by the Director and the details underlying the conflict of interests. Directors that are conflicted shall have the right to take part in the deliberation of the Board of Directors, but may not vote on the decision giving rise to the conflict of interests. As a result, conflicted Directors shall be deemed to be present to the meeting of the Board of Directors, and shall be taken into account for the quorum of the meeting, but not for the calculation of the majority of the votes.

- 28.2 If only one (1) Director is not conflicted, that Director may decide on the relevant decision, regardless of any special majority required. In the case that all Directors are conflicted, the relevant decision shall be escalated to the General Meeting.

IX. REPRESENTATION

29. REPRESENTATION OF THE ASSOCIATION

- 29.1 Without prejudice to the general powers of representation of the Board of Directors as a whole, the Association shall be validly represented towards third parties, including before courts, by (i) the President, acting alone, or (ii) two Directors acting jointly, one of which must always be a Director nominated by a Founding Member.
- 29.2 In relation to the day-to-day management of the Association, as specified in article 26.2, the Association shall be validly represented by the Secretary General acting alone.
- 29.3 Any other special representative acting within the limits of the special powers of attorney expressly granted to that representative by the Board of Directors, the President or the Secretary General within the scope of the powers of the day-to-day management, may represent the Association within the scope of these specific powers of attorney.

X. GENERAL MEETING

30. POWERS OF THE GENERAL MEETING

- 30.1 The general meeting of the Members (the **General Meeting**) shall have full powers to enable the realisation of the object of the Association. The General Meeting has the following powers:
- (a) the approval of the annual accounts and the budget of the Association;
 - (b) granting discharge to the Directors;
 - (c) the appointment, dismissal and discharge of the statutory auditors of the Association, as well as the determination of their remuneration, as the case may be;
 - (d) the dissolution of the Association;

- (e) adopting any amendments to these articles of association; and
- (f) the ratification of the exclusion of Members.

31. MEETINGS OF THE GENERAL MEETING

Convocation

- 31.1 Meetings of the General Meeting shall from time to time be convened by the Board of Directors, which shall indicate the place and time of the meeting and its agenda in the convocation notice.
- 31.2 At the discretion of the Board of Directors, meetings of the General Meeting may be held in person or (virtually) by means of audio- or videoconference, or a combination thereof.
- 31.3 An annual General Meeting shall be held once every year on the second Monday of the month of May at 10.00 hours with a view to approving the annual accounts for the past financial year and the budget for the subsequent year, as well as, as the case may be, the discharge of the Directors and the auditor(s) and the appointment of the auditor(s), in accordance with article 33.
- 31.4 A special or extraordinary General Meeting may be convened by the Board of Directors when deemed appropriate. The Board of Directors shall in any case convene a special or extraordinary General Meeting upon the written request by seventy-five percent (75%) of the Members or of the Premier Members. The request shall specify the items to be placed on the agenda of the meeting to be convened.
- 31.5 The General Meeting shall not decide on agenda items not mentioned on the convocation notice of the meeting, unless all Members are present or represented at the meeting and decide unanimously to decide on these agenda items.
- 31.6 The convocation notice of a General Meeting shall be sent to each Member at least thirty (30) days but not more than ninety (90) days prior to the date of the meeting. The convocation notice shall mention the date, time, place and agenda of the meeting, to be determined by the Board of Directors. Convocation notices are valid if issued by post, fax, e-mail or any other means of communication specified in section 2281 of the Belgian Civil Code.

Chair

- 31.7 The General Meeting shall be chaired by the President or, in their absence, by the Vice-President (with the most seniority within the Association if more than one Vice-President has been appointed) or, in their absence, by a chair designated by the Board of Directors.

The Secretary or an individual designated by the Secretary shall act as secretary to the General Meeting or, in their absence, the chair of the General Meeting shall appoint another individual as its secretary.

The meeting of the General Meeting shall be conducted by such procedures as may be adopted by the Board of Directors.

Quorum

- 31.8 Fifty percent (50%) of the Regular Members and fifty percent (50%) of the Premier Members must be present (or represented) at the General Meeting in order for the meeting to validly deliberate and decide on the agenda items.

Each Member shall be represented either by its principal representative or by one (1) alternate representative designated as such, whose names shall be communicated to the President, the Secretary or the Secretary General prior to the General Meeting.

The Members present (or represented) at a General Meeting for which a quorum is initially present may continue to deliberate and decide on the agenda items of the meeting until its adjournment, even if certain Members have withdrawn from the meeting resulting in the quorum no longer being met, to the extent that the decision (other than an adjournment) is approved by at least seventy-five percent (75%) of the Members necessary to constitute a quorum.

Any meeting of the General Meeting, regardless of whether a quorum is met, may be adjourned by the vote of seventy-five percent (75%) of the Members present (or represented) at the meeting. A General Meeting may not be adjourned for more than forty-five (45) days. In the event of an adjournment, a new notice shall be sent to each Member. At the adjourned General Meeting, the meeting may deliberate and decide on any agenda items of the initial meeting, regardless of whether a quorum is met.

Voting

- 31.9 All decisions by the General Meeting shall require the affirmative vote of seventy-five percent (75%) of the votes present (or represented) at the General Meeting. Notwithstanding the above, a decision (i) to dissolve the Association or (ii) to amend the Articles requires the affirmative vote of seventy-five percent (75%) of the votes present (or represented) at the General Meeting including the affirmative vote of seventy-five percent (75%) of the Founding Members present (or represented) at the General Meeting.
- 31.10 Each Member shall have one (1) vote on each item on the agenda of the General Meeting.

At any General Meeting, and unless otherwise required by the majority of the Members present (or represented) at that particular meeting, decisions shall be adopted by a show of hands if the meeting is held in person, or by calling out the votes verbally if the meeting is held by audio- or videoconference. The results of the vote shall be distributed to all Members by the President within thirty (30) days of each General Meeting. The minutes of the General Meeting shall include a written confirmation of the result of the vote.

Decisions by ballot

- 31.11 Unless otherwise provided in the Articles or the BCAC, any decision that may be taken at the General Meeting may be taken without holding a meeting if the Association distributes a written ballot to each Member.

The ballot shall:

- (a) mention the proposed decision and, if applicable, a list of candidates;
- (b) provide an opportunity to select to vote for specific individuals or the approval or disapproval of each proposal, as the case may be;
- (c) indicate the number of responses required on the ballot and the percentage of approvals required to pass the proposed decision;
- (d) specify the address to which the ballot must be returned; and
- (e) specify the date by which the ballot must be returned to the Association in order to be taken into account. The date shall provide the Members with a reasonable notice to return the ballots to the Association.

Decisions by written ballot shall only be valid when the number of votes cast by ballot within the specified term equals or exceeds the quorum and the number of approvals equals or exceeds the number of affirmative votes that would be required to approve the decision at a meeting of the General Meeting.

Written resolutions

- 31.12 Alternatively and unless otherwise provided in the Articles or the BCAC, the General meeting may take any decision by way of unanimous written resolutions. Any such resolution may be signed in counterparts, each of which will be an original and all of which will constitute one and the same resolution.

XI. MISCELLANEOUS

32. RIGHT OF INSPECTION

- 32.1 Subject to such confidentiality and non-disclosure obligations as may be deemed appropriate by the Board of Directors, or to the restrictions imposed by any confidentiality and non-disclosure agreement in respect of any particular record, book or document, the Members shall have the right to inspect and take a copy of the books, records and documents of the Association of any kind, and to inspect the premises of the Association, at any reasonable time.

33. ANNUAL ACCOUNTS AND BUDGET – AUDITOR CONTROL

- 33.1 The financial year of the Association shall start on 1 January of each year and end on 31 December of the same calendar year.
- 33.2 The Board of Directors shall prepare the annual accounts after the end of each financial year and shall prepare the budget for the subsequent financial year. If required in accordance with the BCAC, the Board of Directors shall prepare an annual board report.

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- 33.3 The annual accounts, together with the board report, if applicable, shall be presented to the General Meeting for approval within six (6) months following the end of the financial year to which they relate. Within thirty (30) days following their approval by the General Meeting, the Board of Directors shall file the approved annual accounts with the Belgian National Bank (*Banque Nationale de Belgique*), if required by law.
- 33.4 If required in accordance with the BCAC, the General Meeting shall appoint a statutory auditor for a term of three (3) years.

34. AMENDMENT OF THE ARTICLES

34.1 Pursuant to the BCAC:

- (a) any amendment to the Articles regarding the object or activities of the Association must be approved by Royal Decree;
- (b) any amendment to the Articles regarding the powers and functioning of the General Meeting must be included in a notary deed; and
- (c) any amendment to the Articles regarding the conditions for amending the Articles or the distribution of assets must be included in a notary deed.

35. DISSOLUTION AND LIQUIDATION

- 35.1 In the case that the General Meeting decides to dissolve and liquidate the Association, one or more liquidators shall be appointed by the General Meeting.
- 35.2 If upon the liquidation of the Association there remains, after the satisfaction of all its debts and liabilities, any assets of the Association whatsoever, the Board of Directors shall decide to which other charitable association having an object similar to the object of the Association this will be given or transferred.

36. CONFLICTS, DISPUTES AND LITIGATION

- 36.1 Any dispute or litigation concerning the interpretation of the Articles, or any dispute arising between a Member and the Association, must first be submitted to the Board of Directors, which will attempt to find an amicable solution before the matter shall be brought before the courts for a judicial decision.
- 36.2 In the event of legal action, the dispute shall be governed by Belgian law and fall under the exclusive jurisdiction of the courts of the judicial district in which the Association has its registered seat.

