

**BYLAWS**  
**OF**  
**BLUETOOTH SIG, INC.**  
**LAST REVISED MAY 17, 2019**

**Table of Contents**

	<b>Page</b>
<b>ARTICLE I. GENERAL .....</b>	<b>1</b>
SECTION 1.1    NAME.....	1
SECTION 1.2    PRINCIPAL OFFICE .....	1
SECTION 1.3    OTHER OFFICES .....	1
SECTION 1.4    REGISTERED AGENT AND ADDRESS.....	1
<b>ARTICLE II. PURPOSE .....</b>	<b>1</b>
SECTION 2.1    GENERAL.....	1
SECTION 2.2    BLUETOOTH QUALIFICATION PROGRAM .....	1
SECTION 2.3    BLUETOOTH TESTING TOOLS PROGRAM .....	1
<b>ARTICLE III. NONPROFIT PURPOSE .....</b>	<b>1</b>
<b>ARTICLE IV. MEMBERS .....</b>	<b>2</b>
SECTION 4.1    GENERAL CONDITIONS OF MEMBERSHIP.....	2
SECTION 4.2    MEMBERS .....	2
(a) <i>Classes of Membership</i> .....	2
(b) <i>Access to Bluetooth Specifications and License to Trademarks</i> .....	2
SECTION 4.3    DESCRIPTION OF CLASSES OF MEMBERS .....	3
(a) <i>Promoter Members</i> .....	3
(b) <i>Associate Members</i> .....	3
(c) <i>Adopter Members</i> .....	3
SECTION 4.4    ADMISSION OF MEMBERS.....	3
(a) <i>Promoter Members</i> .....	3
(b) <i>Associate Members and Adopter Members</i> .....	3
SECTION 4.5    DUES, FEES, AND ASSESSMENTS.....	4
SECTION 4.6    DEMOTION, SUSPENSION, OR TERMINATION OF MEMBERSHIP.....	4
(a) <i>Non-Payment of Membership Dues or Fees</i> .....	4
(b) <i>Involuntary Suspension or Termination</i> .....	4
SECTION 4.7    WITHDRAWAL FROM MEMBERSHIP .....	4
SECTION 4.8    EFFECT OF DEMOTION, SUSPENSION, TERMINATION, OR WITHDRAWAL OF MEMBERSHIP .....	5
(a) <i>Effect of Demotion or Suspension</i> .....	5
(b) <i>Effect of Termination or Withdrawal</i> .....	5
(c) <i>Treatment of Licenses</i> .....	5
(d) <i>Qualified Products</i> .....	6
(e) <i>Dues and Fees</i> .....	6
SECTION 4.9    AFFILIATES.....	6
SECTION 4.10   TRANSFER OF MEMBERSHIP .....	6
<b>ARTICLE V. MEETING OF MEMBERS .....</b>	<b>6</b>
SECTION 5.1    PLACE OF MEETINGS.....	6
SECTION 5.2    ANNUAL MEETINGS.....	6
SECTION 5.3    SPECIAL MEETINGS.....	6
SECTION 5.4    NOTICE OF MEETINGS.....	6
SECTION 5.5    WAIVER OF NOTICE .....	7
SECTION 5.6    VOTING AND PROXIES .....	7
SECTION 5.7    QUORUM .....	7
SECTION 5.8    VOTING LISTS .....	7
SECTION 5.9    ACTION WITHOUT MEETING .....	7
SECTION 5.10   ORDER OF BUSINESS.....	7

<b>ARTICLE VI. DIRECTORS.....</b>	<b>8</b>
SECTION 6.1 AUTHORITY, QUALIFICATION, AND NUMBER.....	8
SECTION 6.2 NO GROUP OR COMMITTEE LEADERSHIP ROLE .....	8
SECTION 6.3 APPOINTMENT OF DIRECTORS .....	8
(a) Promoter Member Directors.....	8
(b) Associate Member Directors.....	8
SECTION 6.4 TERM .....	9
SECTION 6.5 REMOVAL; EFFECT OF NON-PARTICIPATION .....	9
(a) Removal of Directors .....	9
(b) Conflicts of Interest; Failure to Participate .....	9
(c) Effect of Death, Resignation, Removal, or Repeat Absence of a Director .....	9
SECTION 6.6 REPLACEMENT.....	10
SECTION 6.7 DUTIES.....	10
SECTION 6.8 COMPENSATION .....	11
SECTION 6.9 ANNUAL MEETINGS.....	11
SECTION 6.10 OTHER MEETINGS.....	11
SECTION 6.11 PLACE OF MEETINGS.....	11
SECTION 6.12 NOTICE OF MEETINGS.....	11
SECTION 6.13 WAIVER OF NOTICE .....	11
SECTION 6.14 QUORUM OF MEETING .....	11
SECTION 6.15 MAJORITY ACTION AS BOARD OF DIRECTORS ACTION .....	11
SECTION 6.16 CONDUCT OF MEETINGS.....	12
SECTION 6.17 MEETINGS BY CONFERENCE TELEPHONE .....	12
SECTION 6.18 ACTION WITHOUT ATTENDANCE AT MEETING; ELECTRONIC VOTING .....	12
SECTION 6.19 SPECIAL VOTING PROVISIONS .....	12
(a) Unanimous Votes of all Directors .....	12
(b) Unanimous Votes of the Promoter Member Directors .....	13
(c) Four-Fifths Votes of the Promoter Member Directors .....	14
(d) Four-Fifths Votes of the Entire Board of Directors.....	14
(e) Two-Thirds Votes of the Entire Board of Directors .....	15
(f) Veto of Committee Action by the Board of Directors .....	15
<b>ARTICLE VII. OFFICERS.....</b>	<b>15</b>
SECTION 7.1 DESIGNATION OF OFFICERS .....	15
SECTION 7.2 QUALIFICATIONS .....	15
SECTION 7.3 HOLDING MORE THAN ONE OFFICE.....	15
SECTION 7.4 ELECTION AND TERM OF OFFICE.....	15
SECTION 7.5 REMOVAL AND RESIGNATION .....	16
(a) Officers.....	16
(b) Chair, Vice Chair, and Secretary.....	16
SECTION 7.6 VACANCIES .....	16
SECTION 7.7 CHAIRPERSON OF THE BOARD OF DIRECTORS.....	16
SECTION 7.8 VICE CHAIRPERSON OF THE BOARD OF DIRECTORS.....	17
SECTION 7.9 SECRETARY .....	17
SECTION 7.10 EXECUTIVE DIRECTOR.....	17
SECTION 7.11 ASSISTANT EXECUTIVE DIRECTORS .....	17
SECTION 7.12 ASSISTANT SECRETARIES .....	18
SECTION 7.13 OTHER OFFICERS .....	18
SECTION 7.14 COMPENSATION .....	18
<b>ARTICLE VIII. COMMITTEES; GROUPS; OTHER FORUMS .....</b>	<b>18</b>
SECTION 8.1 COMMITTEE CREATION AND AUTHORITY .....	18

SECTION 8.2	COMMITTEE MEMBERS AND LEADERSHIP .....	18
SECTION 8.3	COMMITTEE PROCEDURES, RULES, AND REGULATIONS.....	18
SECTION 8.4	MEETINGS OF COMMITTEES.....	19
SECTION 8.5	CERTAIN EXISTING COMMITTEES OF THE CORPORATION .....	19
(a)	<i>Bluetooth Qualification Review Board (“BQRB”)</i> .....	19
(b)	<i>Bluetooth Architectural Review Board (“BARB”)</i> .....	19
(c)	<i>Bluetooth Test and Interoperability Group (“BTI”)</i> .....	19
SECTION 8.6	MEMBER GROUPS.....	19
SECTION 8.7	LEGAL FORUM.....	20
<b>ARTICLE IX. BLUETOOTH SPECIFICATIONS .....</b>		<b>20</b>
SECTION 9.1	DEFINITIONS.....	20
SECTION 9.2	SPECIFICATION DEVELOPMENT.....	20
SECTION 9.3	SPECIFICATION ADOPTION .....	20
(a)	<i>Member Review</i> .....	21
(b)	<i>Voting Draft</i> .....	21
(c)	<i>Adoption</i> .....	21
(d)	<i>Errata Corrections</i> .....	21
(e)	<i>Notice of Adoption</i> .....	21
SECTION 9.4	MODIFICATIONS TO BLUETOOTH SPECIFICATIONS.....	21
SECTION 9.5	DEPRECATION AND WITHDRAWAL OF BLUETOOTH SPECIFICATIONS .....	22
<b>ARTICLE X. NOTICE.....</b>		<b>22</b>
SECTION 10.1	WRITTEN NOTICE.....	22
SECTION 10.2	WAIVER OF NOTICE.....	22
<b>ARTICLE XI. EXECUTION OF INSTRUMENTS AND DEPOSITS .....</b>		<b>22</b>
SECTION 11.1	EXECUTION OF INSTRUMENTS.....	22
SECTION 11.2	DEPOSITS .....	22
<b>ARTICLE XII. INTELLECTUAL PROPERTY.....</b>		<b>22</b>
<b>ARTICLE XIII. INDEMNIFICATION .....</b>		<b>22</b>
SECTION 13.1	RIGHT TO INDEMNIFICATION .....	22
SECTION 13.2	EXPENSES .....	23
SECTION 13.3	PROTECTION OF RIGHTS .....	23
SECTION 13.4	MISCELLANEOUS.....	24
(a)	<i>Non-Exclusivity of Rights</i> .....	24
(b)	<i>Insurance, Contracts, and Funding</i> .....	24
(c)	<i>Contractual Nature</i> .....	24
SECTION 13.5	SEVERABILITY .....	25
<b>ARTICLE XIV. INTERESTED DIRECTORS.....</b>		<b>25</b>
SECTION 14.1	CONTRACTS OR TRANSACTIONS.....	25
(a)	<i>Disclosure</i> .....	25
(b)	<i>Knowledge</i> .....	25
(c)	<i>Fairness</i> .....	25
SECTION 14.2	DETERMINATION OF QUORUM .....	25
<b>ARTICLE XV. CORPORATE RECORDS, REPORTS AND SEAL.....</b>		<b>25</b>
SECTION 15.1	MAINTENANCE OF CORPORATE RECORDS .....	25
SECTION 15.2	CORPORATE SEAL.....	26
SECTION 15.3	DIRECTORS’ INSPECTION RIGHTS .....	26

SECTION 15.4	PERIODIC REPORT .....	26
SECTION 15.5	SURETIES AND BONDS.....	26
SECTION 15.6	FISCAL YEAR.....	26
<b>ARTICLE XVI. AMENDMENT OF BYLAWS .....</b>		<b>26</b>
<b>ARTICLE XVII. COMPLIANCE WITH ANTITRUST LAWS .....</b>		<b>26</b>
SECTION 17.1	NO INVOLVEMENT IN THE COMPETITIVE BUSINESS DECISIONS OF MEMBERS .....	26
SECTION 17.2	SUPPORT FOR ANTITRUST LAWS.....	26
SECTION 17.3	GENERAL RULES OF ANTITRUST COMPLIANCE .....	27
SECTION 17.4	SUSPENSION AND REMOVAL FOR VIOLATION .....	27
<b>ARTICLE XVIII. CONSTRUCTION AND TERMS .....</b>		<b>27</b>

**ARTICLE I.**  
**GENERAL**

**Section 1.1 Name.** The name of the organization is “Bluetooth SIG, Inc.” (hereinafter referred to as the “Corporation”).

**Section 1.2 Principal Office.** The principal office of the Corporation is Bluetooth SIG, Inc., 5209 Lake Washington Blvd NE, Kirkland, Washington 98033.

**Section 1.3 Other Offices.** The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

**Section 1.4 Registered Agent and address.** The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of the registered agent is The Corporation Trust Company.

**ARTICLE II.**  
**PURPOSE**

**Section 2.1 General.** The Corporation, which acts through the Board of Directors and the Executive Director, is a trade and technical association of developers and users of Bluetooth® products and technology. The Corporation promotes the common interests of developers and users of Bluetooth® products and technology. The Corporation promotes connectivity solutions based on the Bluetooth wireless technology by adopting, administering, and promoting specifications that can be widely adopted in order to enhance the demand for products that comply with such specifications.

**Section 2.2 Bluetooth Qualification Program.** The Corporation is responsible for finalizing, administering, and overseeing a framework to establish qualification rules and procedures for the implementation of a Bluetooth qualification process by which the Members of the Corporation demonstrate the compliance of their products with the Bluetooth Specifications adopted or administered by the Corporation.

**Section 2.3 Bluetooth Testing Tools Program.** In connection with the Bluetooth Qualification Program, the Corporation creates and administers a Bluetooth Testing Tools Program. The Bluetooth Testing Tools Program is the process for certification of testing materials to be used in the Bluetooth Qualification Program. The Corporation owns and licenses certain testing materials.

**ARTICLE III.**  
**NONPROFIT PURPOSE**

The Corporation is organized as a nonprofit nonstock corporation. No profit and no part of the net earnings of the Corporation inure to the benefit of, or are distributable to, any member or individual, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the

purposes set forth in these Bylaws.

## **ARTICLE IV. MEMBERS**

**Section 4.1 General Conditions of Membership.** Any firm, corporation, or other legal entity with a demonstrated interest in promoting the cause of the Corporation as described in Section 2.1 may apply for membership in the Corporation. There is only one class of voting members, designated as “Promoter Members,” who have the rights and obligations set forth in these Bylaws, the Certificate of Incorporation, and the Promoters Membership Agreement. The benefits of and requirements for membership are determined, and may be published, by the Board of Directors from time to time. Subject to Section 4.8(b), to secure admission to membership in the Corporation, an entity must possess the requisite qualifications and must make application to the Corporation as provided on the Corporation’s website. The application, in a form prescribed by the Board of Directors, must be signed by a duly authorized representative of the applicant and submitted to the Corporation (or any third party designated by the Board of Directors for such a purpose). The Board of Directors, through the Executive Director or other designated party, will approve or reject such application in accordance with the criteria consistent with this Article IV and established from time to time in accordance therewith by the Board of Directors.

### **Section 4.2 Members.**

(a) Classes of Membership. The Corporation has three general classes of memberships: Promoter Members, Associate Members, and Adopter Members (collectively, the “Members”). The Board of Directors may establish subclasses of Members within the general classes of Associate Members and Adopter Members for the purpose of setting dues and fees pursuant to Section 4.5 and determining participation in different committees and groups of the Corporation as set forth in Article VIII. The Board of Directors publishes the rights and obligations of each such subclass.

(b) Access to Bluetooth Specifications and License to Trademarks. Every Member of the Corporation has access to the specifications adopted by the Corporation and the right to participate in the Bluetooth Qualification Program and the Bluetooth Testing Tools Program to the extent permitted by these Bylaws and by the policies and procedures adopted by the Board of Directors in accordance with these Bylaws. Each Member is granted a license from the Corporation to certain trademarks, copyrights, and patents as set forth in the Promoters Membership Agreement or Membership Agreements. The Corporation and each Member and its Affiliates (as defined in Section 4.9) (i) is granted a license, from other Members and their Affiliates, to certain copyrights and claims of patents and patent applications owned by other Members or by their Affiliates, and (ii) grants a license to the Corporation and other Members and their Affiliates to certain copyrights and claims of patents and patent applications owned by such Member and its Affiliates, all in accordance with the terms of the Promoters Membership Agreement or Membership Agreements executed by each such Member. In addition, each Member has the right to receive licenses (upon terms and at rates established by the Board of Directors from time to time) to utilize certain testing materials developed by or for the Corporation for the sole purpose of testing products in connection with the Bluetooth Testing Tools Program.

### **Section 4.3 Description of Classes of Members.**

(a) Promoter Members. There may be no more than seven Promoter Members, provided that additional Promoter Members may be added at any time upon the unanimous consent of the then-current Promoter Members; and provided further, that in no event may two Affiliates both be Promoter Members. In addition to other rights of the Promoter Members described in these Bylaws, the Promoter Members are the sole voting class of Members on Corporation matters and each Promoter Member has the right to appoint an individual to the Board of Directors as described in Section 6.3 of these Bylaws.

(b) Associate Members. Subject to Section 4.8(b), any firm, corporation, or other legal entity is eligible to apply for Associate Membership. As determined by the Board of Directors, Associate Members have access to information from the working groups and committees of the Corporation and certain subclasses of Associate Members are permitted to participate in working groups and committees of the Corporation and to nominate representatives to be chairpersons of such working groups. Associate Members have no voting rights as Members of the Corporation on Corporation matters; provided that representatives of certain Associate Members may have voting rights on committees or groups of the Corporation as described in Article VIII.

(c) Adopter Members. Subject to Section 4.8(b), any firm, corporation, or other legal entity is eligible to apply for Adopter Membership. As determined by the Board of Directors, Adopter Members may be permitted to participate in certain committees or groups of the Corporation. Adopter Members have no voting rights as Members of the Corporation.

### **Section 4.4 Admission of Members.**

(a) Promoter Members. Each Promoter Member must execute the Bluetooth Promoters Membership Agreement. Any new Promoter Member may only be admitted as a Promoter Member upon: (i) the approval of the then-current Promoter Members as provided in Section 4.3(a), (ii) execution of the Bluetooth Promoters Membership Agreement, and (iii) if required by the Board of Directors, payment of initial membership dues and such other fees for such class of membership as may from time to time be established by the Board of Directors.

(b) Associate Members and Adopter Members. Associate Members and Adopter Members may only be admitted as a member of the Corporation upon: (i) acceptance of Membership Agreements on such form as may be from time to time required by the Board of Directors and (ii) if required and published by the Board of Directors, payment of membership dues and such other fees for such class or subclass of membership as may from time to time be established by the Board of Directors. To become a Member, each Member must enter into a membership agreement with the Corporation, whereby the Member acknowledges it is bound by the Certificate of Incorporation and the Bylaws of the Corporation and agrees, among other things, to be bound by the Bluetooth Patent and Copyright License Agreement (the "PCLA") and the Bluetooth Trademark



License Agreement (the “BTLA,” and collectively with the membership agreement and the PCLA, the “Membership Agreements”).

**Section 4.5 Dues, Fees, and Assessments.** The Corporation operates on a not for-profit basis. Dues and other fees and assessments may be levied by the Board of Directors to offset expenses. These dues and fees will be used to support the activities of the Corporation including testing, promotion, and operational expenses. The amount of any membership dues are set by the Board of Directors and are due when the Member submits an application to become a Member and such other date as determined by the Corporation. The membership dues may be modified by the Board of Directors from time to time with prior notice (as determined by the Board of Directors) to current Members. Notwithstanding anything in these Bylaws to the contrary, nominees for the following positions will only be considered from Members that are in good standing with respect to any such dues, fees, and assessments: (i) chairperson or vice chairperson of any group or committee of the Corporation, (ii) BARB Councilor, (iii) BQRB Delegate, or (iv) Associate Member Director (as defined in Section 6.3(b) below).

**Section 4.6 Demotion, Suspension, or Termination of Membership.**

(a) Non-Payment of Membership Dues or Fees. If a Member of a membership class required to pay dues or fees to be part of that membership class fails to pay any membership dues or other fees after its fees or dues become due and payable, then upon 10 days written notice to such Member, such Member will, unless otherwise agreed by four-fifths of the Board of Directors, be automatically demoted to a category of membership that is not required to pay membership dues. Upon any such demotion, such Member will have only those rights of membership granted to Members of such new category of membership that does not require the payment of membership dues.

(b) Involuntary Suspension or Termination. A Member may be suspended or terminated by the unanimous consent of the directors appointed by the Promoter Members (the “Promoter Member Directors”) or, if the Member is a Promoter Member, at a meeting by the unanimous consent of the Promoter Member Directors not appointed by that Member, on the good faith determination by the Promoter Member Directors that the Member has to a material or serious degree violated these Bylaws, the Certificate of Incorporation, the terms of the Promoters Membership Agreement or Membership Agreements executed by such Member, any duly adopted resolutions of the Board of Directors or the policies or rules of conduct of the Corporation as established by the Board of Directors, or has engaged in conduct material and seriously prejudicial to the purposes and interests of the Corporation.

**Section 4.7 Withdrawal from Membership.** A Member may withdraw from the Corporation at any time by providing written notice by standard overnight courier (or comparable international equivalent) actually received by the Executive Director, with a copy by email to the Executive Director. The effective date of that withdrawal will be the date of that receipt of the notice by standard overnight courier (or comparable international equivalent) by the Executive Director, unless a later date is specified in such notice; provided, however, that if another date is specified in the Promoters Membership Agreement or Membership Agreements, as the case may be, that date will be the effective date of withdrawal.

#### **Section 4.8 Effect of Demotion, Suspension, Termination, or Withdrawal of Membership.**

(a) Effect of Demotion or Suspension. Suspension of a Member by the Board of Directors means that that Member and the Affiliates of that Member have no rights or benefits of membership (including no rights to participate in any of the activities of the Corporation such as participation in committees and groups and submission of products for qualification) until such time as the Member's membership is reinstated based on the Member's compliance with the requirements of the Board of Directors for the removal of the suspension. Demotion of a Member will have the effect on such Member's rights as set forth in Section 4.6(a) and will continue until the Member is in compliance with the requirements of the Board of Directors for reversal of the demotion. For the avoidance of doubt, during the period of any suspension or demotion, (i) a director appointed or nominated by that Member is automatically suspended and cannot participate in any of the activities of the Board of Directors and will not be considered for determining a quorum of the Board of Directors unless required by law nor counted as a member of the Board of Directors for any votes, including but not limited to votes pursuant to Section 6.19 or elsewhere in the Bylaws, (ii) any member of a group or committee of the Corporation from that Member and any chairperson, vice chairperson or councilor of any group or committee of the Corporation nominated from that Member (in each case, a "Participant") is automatically removed from such role and cannot participate in any of the activities of that group or committee (provided, however, that in the case of a demotion of the Member, this clause (ii) only applies if the class of membership to which such Member was demoted is not eligible for such participation in such group or committee of the Corporation), and (iii) all obligations of the Member (including with respect to licenses of intellectual property) continue during the period of suspension or demotion. If a Member has been suspended or demoted pursuant to these Bylaws, upon reinstatement or reversal of demotion, of such Member, all rights and benefits of membership pursuant to these Bylaws and any other agreement between the Corporation and such Member will be reinstated (including participation in Board of Director activities by the director appointed or nominated by that Member) except that no former Participant will be automatically reinstated to his or her former role as a member, chairperson, vice chairperson, or councilor of any group or committee of the Corporation (instead, each such Participant would need to follow the Corporation's procedures for attaining the applicable role).

(b) Effect of Termination or Withdrawal. Any entity who was a Member but who is terminated by the Board of Directors or who withdraws from the Corporation is no longer a Member and has no rights or benefits of membership including no right to participate in any of the activities of the Corporation, and a director appointed or nominated by that former Member will be automatically deemed to have been removed by that former Member. Any entity who was a Member but who is terminated by the Board of Directors and their Affiliates are not permitted to apply or reapply for membership in the Corporation unless such application has been permitted by approval of four-fifths of the Board of Directors.

(c) Treatment of Licenses. Any licenses of intellectual property granted pursuant to the Promoters Membership Agreement or Membership Agreements to or by

any Member who has been suspended, been terminated, or withdrawn continue in accordance with the terms of the Promoters Membership Agreement or Membership Agreements executed by such Member.

(d) **Qualified Products.** Any entity who was a Member but who has been terminated or who has withdrawn from the Corporation is not eligible to qualify any products pursuant to the Bluetooth Qualification Program after the effective date of termination. Any products qualified by a Member remain qualified Bluetooth products after the effective date of any withdrawal, suspension, or termination of that Member.

(e) **Dues and Fees.** No withdrawal, termination, or suspension relieves a Member from full payment of any and all dues and other fees and assessments remaining unpaid on the date of withdrawal, suspension, or termination. Upon withdrawal, suspension, or termination of membership, a Member will not be entitled to a refund of any amounts paid during membership.

**Section 4.9 Affiliates.** Affiliates of a Member are entitled to enjoy the rights and privileges of such Member and are subject to the obligations and restrictions applicable to such Member, provided that even if Affiliates separately join the Corporation as a Member, in any group or committee of the Corporation where a Member is entitled to a single vote, the Member and its Affiliate together will only be entitled to one vote. "Affiliate" means any entity that is, directly or indirectly, controlled by, under common control of, or that controls the subject party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than 50% of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than 50% of the ownership interest representing the right to make decisions for the subject entity.

**Section 4.10 Transfer of Membership.** No Member may transfer its membership to another person or entity without the prior written consent of the Board of Directors.

## **ARTICLE V.**

### **MEETING OF MEMBERS**

**Section 5.1 Place of Meetings.** All meetings of the Members, if any, will be held at such place within or without the State of Delaware and at such times as may be fixed from time to time by the Board of Directors.

**Section 5.2 Annual Meetings.** Annual meetings of Members may be held on such date and at such time as designated by the Board of Directors from time to time and stated in the notice of the meeting.

**Section 5.3 Special Meetings.** Special meetings of the Members may be called at any time by order of the Board of Directors.

**Section 5.4 Notice of Meetings.** Except as otherwise provided by law, written notice (or electronic notice if consented to by the applicable Member) of each meeting of the Members, annual or special, stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, will be given not less than 10

nor more than 60 days before the date of the meeting, to each Member entitled to attend such meeting.

**Section 5.5 Waiver of Notice.** Waivers of notice are to be given as provided in Section 10.2. Each such waiver of notice will be filed with the minutes of such meeting.

**Section 5.6 Voting and Proxies.** Unless otherwise provided in the Certificate of Incorporation, each Promoter Member is entitled to one vote on matters upon which Members are entitled to vote. No other Members have any voting rights as Members of the Corporation. Each Promoter Member must designate in writing or by electronic transmission, in either case addressed to the Executive Director, the name and contact information of the person who will vote on behalf of such Member. That designation will remain in effect until notice of a change in the designated voter is received by the Executive Director from the Promoter Member. Each Promoter Member entitled to vote at a meeting of the Members, or entitled to express consent or dissent to corporate action without a meeting, may authorize another person or persons to act for such Promoter Member by proxy, but no proxy may be voted or acted upon after one year from its date, unless the proxy provides for a longer period.

**Section 5.7 Quorum.** Four-fifths or more of the Promoter Members entitled to vote thereat, whether present in person or represented by proxy, constitute a quorum at any properly called annual or special meeting of the Members, except as otherwise provided by the Delaware General Corporation Law (“DGCL”), the Certificate of Incorporation, or the Bylaws. If, however, such quorum is not present or represented at any meeting of the Members, the Promoter Members entitled to vote thereat (present in person or represented by proxy) have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented and no business may be conducted at such meeting until a quorum is present or represented. At such previously adjourned meeting at which a quorum is subsequently present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than 30 days, a notice of the adjourned meeting will be given to each Promoter Member entitled to vote at the meeting.

**Section 5.8 Voting Lists.** The Secretary will prepare and make, at least 10 days before every meeting of the Members, a complete list of the Promoter Members entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Promoter Member, and the name and contact information of the person designated by the Promoter Member to vote on behalf of that Promoter Member under Section 5.6. Such list will be made available to any Promoter Member upon request to the Secretary.

**Section 5.9 Action Without Meeting.** Unless otherwise restricted by the Certificate of Incorporation or the Bylaws, any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, are given by the minimum number of Members that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

**Section 5.10 Order of Business.** The order of business at all meetings of the Members will be determined by the presiding officer designated by the Board of Directors, but the order of

business to be followed at any meeting at which a quorum is present may be changed by a majority vote of the Members in attendance entitled to vote thereat. The Board of Directors may prescribe rules for meetings as are determined by the Board of Directors to be appropriate.

## **ARTICLE VI.** **DIRECTORS**

**Section 6.1 Authority, Qualification, and Number.** Subject to the DGCL and the Certificate of Incorporation, the general management of the affairs, property, and interest of the Corporation are vested in the Board of Directors. No individual director, committee, group or sub-group of the Corporation may act for the Board of Directors or the Corporation except as directed by the Board of Directors and, notwithstanding anything to the contrary contained in any governing document of the Corporation (other than the Certificate of Incorporation), including, without limitation, any committee or group charter, policy, or program or process document whether or not referred to in these Bylaws or otherwise, the decisions of any committee, working group or sub-group of the Corporation may be superseded by the Board of Directors. The Board of Directors consists of that number of directors equal to the number of Promoter Members and the number of Associate Member Directors, and are appointed as provided in these Bylaws.

**Section 6.2 No Group or Committee Leadership Role.** No director may serve simultaneously as a director and as an officer to, or hold any other leadership role with, any group or committee of the Corporation unless approved by a majority of the other directors.

### **Section 6.3 Appointment of Directors.**

(a) Promoter Member Directors. Each Promoter Member has the right to appoint one individual as a director on the Board of Directors. The director appointed by a Promoter Member must be an employee, agent, or consultant of such Promoter Member; provided that if such director is not an employee of such Promoter Member, such director must not be an employee of any other Member or of an Affiliate of any other Member. It is the responsibility of the Promoter Member to ensure that its appointed director qualifies as a director under these Bylaws.

(b) Associate Member Directors. In addition to the Promoter Member Directors, there may also be up to four other directors, each of whom is nominated by an Associate Member (the "Associate Member Directors"). Any individual representing an Associate Member of the Corporation that is in good standing with the Corporation (including with respect to any dues, fees, or assessments as set forth in the last sentence of Section 4.5) may nominate a candidate for consideration by the Board of Directors as an Associate Member Director, including himself or herself. Directors nominated by Associate Members are only appointed upon the unanimous approval of the Promoter Member Directors. The director nominated by an Associate Member must be an employee, agent, or consultant of such Associate Member; provided that if such director is not an employee of such Associate Member, such director must not be an employee of any other Member or of an Affiliate of any other Member. It is the responsibility of the Associate Member to ensure that its nominated director qualifies as a director under these Bylaws. Associate Members who have nominated Associate Member Directors do not gain any

additional status or rights beyond that of Associate Members in the Corporation except as provided herein.

**Section 6.4 Term.** Subject to Section 4.8, a Promoter Member Director holds office until the death, resignation, or removal of the director. Two Associate Member Directors may be appointed to serve a two-year term beginning in each odd year and two Associate Member Directors may be appointed to serve a two-year term beginning in each even year. At the expiration of the term of an Associate Member Director that Associate Member Director is automatically removed (if not removed sooner under Section 4.8), and that Associate Member Director position may be filled as provided in Section 6.3.

**Section 6.5 Removal; Effect of Non-Participation.**

(a) Removal of Directors. A director may be removed at any time, with or without cause, either by the Member that appointed or nominated the director or by vote of the Promoter Members. As provided in the Certificate of Incorporation, a director may also be removed by the other directors upon approval of four-fifths of the Promoter Member Directors in the following events: (i) the director is absent from meetings of the Board of Directors for more than three months; (ii) the director fails to substantially perform his or her duties as set forth in these Bylaws or by law, which failure continues for a period of 60 days after written notice of such failure by the Board of Directors to such director and to the President or Chief Executive Officer of the Promoter Member who appointed such director; (iii) the director fails to comply with any aspect of the Corporation's policies; or (iv) the director has violated any law (including having committed, been charged with, or been indicted or convicted of any crime other than a misdemeanor traffic violation).

(b) Conflicts of Interest; Failure to Participate. If any director has recused himself or herself from voting on any matter at a meeting of the Board of Directors, such director will not be counted as a member of the Board of Directors for that vote (whether that vote is to be unanimous or otherwise) (for example, if there are seven directors on the Board of Directors, one of whom recuses herself from voting on a matter, approval by the remaining six directors would satisfy any requirement for a unanimous vote on that matter). If a director fails to attend a meeting at which a vote is to be taken that would require greater than majority approval, such vote may be postponed to the next meeting of the Board of Directors. If any director not present at two consecutive meetings at which such vote was to be taken fails to attend a third meeting on such matter, the vote of such director will not be required to obtain such consent at such third meeting (for example, if there are seven directors on the Board of Directors, one of whom is not present for a third meeting on a matter, approval by the remaining six directors would satisfy any requirement for a unanimous vote on that matter).

(c) Effect of Death, Resignation, Removal, or Repeat Absence of a Director. In the event of death, resignation, or removal of a director, that unfilled director position will not be considered for determining a quorum of the Board of Directors unless required by law nor counted as a member of the Board of Directors for any votes, including but not limited to votes pursuant to Section 6.19 or elsewhere in the Bylaws, until a replacement



Director has been appointed as provided in this Article VI. If any director is not present at a third consecutive meeting at which a vote is to be taken on a given matter, that director will not be considered for determining a quorum of the Board of Directors at that meeting unless required by law.

**Section 6.6 Replacement.** In the event of the death or resignation of a Promoter Member Director, or upon removal of a Promoter Member Director (other than automatic removal upon termination of or withdrawal by the applicable Promoter Member as described in Section 4.8(b)), the Promoter Member whose appointed director vacated his or her seat on the Board of Directors is to provide notice to the Board of Directors indicating the name of the newly appointed director. If a Promoter Member withdraws its membership in the Corporation or its membership in the Corporation is terminated or downgraded, that former Promoter Member is no longer entitled to a seat on the Board of Directors. If an Associate Member Director vacancy occurs, the Promoter Member Directors may select another Associate Member Director (from any Associate Member) in accordance with Section 6.3(b) to complete the applicable term or to begin a new term under Section 6.4.

**Section 6.7 Duties.** The Board of Directors has the responsibility for the general management of the affairs, property, and interest of the Corporation, which includes, in addition to the other duties set forth in these Bylaws, the following duties:

- i) Exercise responsibility for the final adoption of all New Bluetooth Specifications and Errata Corrections;
- ii) Exercise responsibility for the final approval of the Bluetooth Qualification Program and the Bluetooth Testing Tools Program and oversight of such programs;
- iii) Exercise responsibility for the approval of the establishment of all committees and groups of the Corporation;
- iv) Exercise responsibility for the Corporation's annual budget and for such oversight as is necessary to maintain non-profit status;
- v) Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws;
- vi) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- vii) Meet at such times and places as required by these Bylaws;
- viii) Register their addresses, including email addresses, with the Executive Director so that notices of meetings mailed, electronically transmitted to them at such address or email address will be valid notices thereof; and
- ix) Exercise responsibility for the long-term planning of the Corporation.

**Section 6.8 Compensation.** Directors serve without compensation as directors except that a reasonable fee may be paid to directors for attending regular and special meetings of the Board of Directors as determined in the sole discretion of the Board of Directors. Directors may be paid for serving as a director by the Member who appointed or nominated such director, as applicable. In addition, if determined by the Board of Directors, the Corporation may reimburse or advance directors for their reasonable expenses incurred in the performance of their duties.

**Section 6.9 Annual Meetings.** The Board of Directors will hold an annual meeting at such place and time to be determined by the Board of Directors.

**Section 6.10 Other Meetings.** Regular meetings of the Board of Directors may be held at such places and at such times as the Board of Directors or Chairperson may from time to time determine. Special meetings of the Board of Directors may be called by the Chairperson or by three or more directors.

**Section 6.11 Place of Meetings.** Unless otherwise designated by notice of the meeting, regular and special meetings of the Board of Directors will be held at the principal office of the Corporation.

**Section 6.12 Notice of Meetings.** Notice of time and place of an annual, regular, or special meeting will be delivered to each member of the Board of Directors not less than 7 nor more than 45 days before such meeting. Such notice may be oral or written, may be given personally, by first class mail, by telephone, or by electronic transmission, and will state the place, date, and time of the meeting and the matters proposed to be acted upon at the meeting.

**Section 6.13 Waiver of Notice.** Waivers of notice are to be given as provided in Section 10.2, except that each director, on behalf of herself or himself only, may also provide a waiver of notice of matters proposed to be acted upon at a meeting (as required by Section 6.12) orally at such meeting. Each such waiver of notice will be filed with the minutes of such meeting.

**Section 6.14 Quorum of Meeting.** Subject to Section 4.8(a) and Section 6.5(c), a quorum consists of a majority of the members of the Board of Directors. Except as otherwise provided under the Certificate of Incorporation, these Bylaws, or by the DGCL, no business may be considered by the Board of Directors at any meeting at which the required quorum is not present, and the only motion that the Chairperson may entertain at such meeting is a motion to adjourn.

**Section 6.15 Majority Action as Board of Directors Action.** All matters will be decided by a majority of the directors present at a meeting duly held at which a quorum is present, except as otherwise provided in the Certificate of Incorporation, these Bylaws, or by the DGCL and the affirmative vote of the majority of the directors present at a meeting duly held at which a quorum is present constitutes a valid act of the Board of Directors, unless a higher vote threshold for Board action is otherwise provided for in the Certificate of Incorporation, in these Bylaws, or by the DGCL; provided, however, that if a higher vote threshold for Board action is not so provided for in the Certificate of Incorporation, in these Bylaws, or by the DGCL, but a higher vote threshold for Board action is provided for in the Qualification Program Reference Document, the Working Group Process Document, or the Specification Management Process Document approved by the



Board in accordance with Section 6.19(d), then such higher vote threshold for Board action will apply.

**Section 6.16 Conduct of Meetings.** Meetings of the Board of Directors are presided over by the Chairperson of the Board of Directors, or, if no such person has been so designated or, in his or her absence, the Vice Chairperson of the Board of Directors or, in his or her absence, by the Executive Director of the Corporation or, in the absence of each of these persons, by a director chosen by a majority of the directors present at the meeting. The Secretary of the Corporation acts as secretary of all meetings of the Board of Directors, provided that, in his or her absence, the Assistant Secretary, if any, will act as secretary of the meeting, provided that, in his or her absence, the presiding officer will appoint another person to act as secretary of the meeting. Meetings are governed by such procedures as may be approved from time to time by the Board of Directors, insofar as such rules are not inconsistent with or in conflict with the Certificate of Incorporation, these Bylaws, or with provisions of law. Meetings of the Board of Directors are not open, other than as provided in these Bylaws, unless approved by a majority of the directors then present; provided, however, that the Corporation (on behalf of the Board of Directors) may invite individuals who are not directors to present at or otherwise attend meetings of the Board of Directors as deemed appropriate by the Board of Directors.

**Section 6.17 Meetings by Conference Telephone.** Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time.

**Section 6.18 Action Without Attendance at Meeting; Electronic Voting.** A member of the Board of Directors or of a committee of the Board of Directors may act (a) in person at a meeting of the Board of Directors or of a committee of the Board of Directors, (b) by unanimous written consent, including by electronic transmission, delivered to the Corporation, or (c) as provided in the Certificate of Incorporation, by action started at a meeting of the Board of Directors or of a committee of the Board of Directors followed by action by written consent (or by electronic transmission) delivered to the Corporation so long as votes and written consents (and/or consents by electronic transmission) are collectively obtained, within two weeks of the meeting at which action on the matter was commenced, from the minimum number of directors that would be necessary to take such action at a meeting of the Board of Directors or committee of the Board of Directors at which a quorum of the directors entitled to vote thereon were present and voted. Any such electronic transmission or written consent will be filed with the records of proceedings of the Board of Directors or committee of the Board of Directors.

**Section 6.19 Special Voting Provisions.** Unless otherwise set forth in these Bylaws (including Section 4.6(b), Section 4.8(a), Section 6.5(b), and Section 6.5(c)) or in the Promoters Membership Agreement, approval of the following items require greater than a majority vote of the directors acting at a meeting at which a quorum is present:

- (a) Unanimous Votes of all Directors. In addition to any other matters expressly stated in these Bylaws, the following matters require the unanimous consent of all directors:

1. As specified in Section 9.3(a) (relating to shortening of a Member review period);
2. As specified in Section 9.3(b) (relating to corrections of typographical errors in Voting Drafts);

(b) Unanimous Votes of the Promoter Member Directors. In addition to any other matters expressly stated in these Bylaws, the following matters require the unanimous consent of the Promoter Member Directors:

1. As specified in Section 4.6(b) (relating to Member suspension or termination);
2. As specified in Section 8.6 (relating to establishment and amendment of Member working group charters);
3. Appointment of Associate Member Directors under Section 6.3(b);
4. The making of loans or, except in the ordinary course of business, the giving of guarantees or the extension of credit;
5. The voluntary dissolution or liquidation of the Corporation;
6. The filing of a voluntary bankruptcy petition by the Corporation;
7. Causing a substantial change in the form of organization, the jurisdiction of organization or the type or nature of business in which the Corporation engages;
8. Engaging in any activities that may invalidate or jeopardize the Corporation's nonprofit status as described in Article III;
9. Entering into a sale of assets of the Corporation outside of the ordinary course of business;
10. Entering into a merger, sale of substantially all of the assets, or similar transaction, whereby the assets and business of the Corporation are transferred or there is a change of control;
11. Amending these Bylaws (as specified in Article XVI) or the Certificate of Incorporation of the Corporation;
12. Entering into a merger, acquisition, or similar transaction, whereby the Corporation acquires the assets or business of another person or entity;
13. Incurring any indebtedness or granting any liens on any assets of the Corporation in excess of \$100,000;

14. Approval of the Membership Agreements, the Promoters Membership Agreement, and any other agreements among the Corporation and all of its Members or a class of Members, and any changes or amendments thereto;
15. Allowing a group to modify or add to an external non-Bluetooth Specification that is to be referenced in a specification produced by such group; and
16. Approval of any new name or logo to be adopted by the Corporation for use by its Members in identifying qualified Bluetooth products.

(c) Four-Fifths Votes of the Promoter Member Directors. In addition to any other matters expressly stated in these Bylaws, the following matters require the consent of four-fifths of the Promoter Member Directors:

1. As specified in Section 6.5(a) (relating to removal of directors);
2. As specified in Section 8.2 (relating to Promoter Member representatives to committees of the Corporation); and
3. Approval of membership dues for Members.

(d) Four-Fifths Votes of the Entire Board of Directors. In addition to any other matters expressly stated in these Bylaws, the following matters require the consent of four-fifths of the entire Board of Directors:

1. As specified in Section 4.6(a) (relating to Member demotion);
2. As specified in Section 4.8(b) (relating to certain applications or reapplications for membership);
3. As specified in Section 8.3 (relating to charter approval for committees);
4. As specified in Section 8.5(b) (relating to election of members of the BARB);
5. As specified in Section 8.2 and Section 8.6 (relating to appointment or removal of chairpersons of committees and groups);
6. As specified in Section 9.3(c) (relating to approval of Draft Bluetooth Specifications);
7. As specified in Section 9.3(d) (relating to approval of Errata Corrections);
8. As specified in Section 9.5 (relating to deprecation and withdrawal of Bluetooth Specifications);

9. Approval of the annual budget of the Corporation;
10. Approval of the Qualification Program Reference Document, the Working Group Process Document, and the Specification Management Process Document;
11. The deprecation or withdrawal of any Bluetooth Specification (as defined in Section 9.1); and
12. Making any expenditure by the Corporation in excess of 1% over aggregate budgeted amounts.

(e) Two-Thirds Votes of the Entire Board of Directors. In addition to any other matters expressly stated in these Bylaws, the following matters require the consent of two-thirds of the entire Board of Directors:

1. Election or appointment of officers of the Corporation pursuant to Section 7.4.

(f) Veto of Committee Action by the Board of Directors. Except as otherwise provided in these Bylaws or by the Certificate of Incorporation, the Board of Directors may veto any action taken by a committee or group of the Corporation upon the vote of a majority of the entire Board of Directors.

## **ARTICLE VII.**

### **OFFICERS**

**Section 7.1 Designation of Officers.** The Board of Directors appoints officers of the Corporation, which officers include a Chairperson of the Board of Directors, a Vice Chairperson of the Board of Directors, and a Secretary. The Board of Directors may also appoint an Executive Director, one or more Assistant Executive Directors, and one or more Assistant Secretaries and such other officers and agents as it deems desirable, each of whom will hold their offices for such terms and exercise such power and perform such duties as determined from time to time by the Board of Directors.

**Section 7.2 Qualifications.** Any person may serve as an officer of the Corporation; provided that the Chairperson and Vice Chairperson of the Board of Directors must be members of the Board of Directors.

**Section 7.3 Holding More than One Office.** Unless otherwise prohibited by law, a person may hold more than one office. A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

**Section 7.4 Election and Term of Office.** The officers of the Corporation will be appointed or confirmed by the Board of Directors at the annual meeting of the Board of Directors and each officer elected will hold office for a term of one year or until his or her successor is elected and qualified, or until his or her earlier resignation or removal; such act by the Board of

Directors may include a designated start date for the term. All officers of the Corporation are to be elected or appointed by a vote of two-thirds of the directors acting at a meeting at which a quorum is present; provided that if a nominated Executive Director is an employee of a Member or an Affiliate of a Member, such Executive Director may be appointed only upon the two-thirds consent of the entire Board of Directors.

#### **Section 7.5 Removal and Resignation.**

(a) Officers. Any officer may be removed, either with or without cause, by the Board of Directors, at any time, in accordance with the procedures set up by the Board of Directors. Any officer may resign at any time by giving written or electronic notice to the Board of Directors or to the Executive Director or Secretary of the Corporation. Any such resignation takes effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective. The above provisions of this section do not prejudice any rights of an officer under any contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

(b) Chair, Vice Chair, and Secretary. If the Chairperson of the Board of Directors resigns or is removed, the Vice Chairperson will assume the position of Chairperson until such time as a new Chairperson is elected in accordance with Section 7.4; provided, however, that if there is no Vice Chairperson, the Board of Directors will elect a new Chairperson from among the directors. If the Secretary resigns or is removed, the Vice Chairperson will assume the position of Secretary until such time as a new Secretary is elected in accordance with Section 7.4; provided, however, that if there is no Vice Chairperson, the Board of Directors will appoint a new Secretary.

**Section 7.6 Vacancies.** Subject to the remainder of this Section 7.6, any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer will be filled by the Board of Directors. In the event of a vacancy in any office other than that of Executive Director, Chairperson, or Vice Chairperson, such vacancy may be filled temporarily by appointment by the Executive Director until such time as the Board of Directors fills the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board of Directors may or may not be filled as the Board of Directors determines.

**Section 7.7 Chairperson of the Board of Directors.** As appointed by the Board of Directors, the Chairperson of the Board of Directors will preside, if present, at all meetings of the Board of Directors. Except where by law the signature of the Executive Director is required, the Chairperson of the Board of Directors possesses the same power as the Executive Director to sign all documents of the Corporation that the Executive Director may be authorized to sign by these Bylaws or by the Board of Directors. The Chairperson of the Board of Directors sees that all orders and resolutions of the Board of Directors are carried into effect and will from time to time report to the Board of Directors all matters within his or her knowledge that the interests of the Corporation may require to be brought to their notice. The Chairperson of the Board of Directors will also perform such other duties and he or she may exercise such other powers as from time to time may be prescribed by these Bylaws or by the Board of Directors.

**Section 7.8 Vice Chairperson of the Board of Directors.** In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice Chairperson will perform all the duties of the Chairperson, and when so acting will have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice Chairperson has other powers and will perform such other duties as may be prescribed by law, by the Certificate of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

**Section 7.9 Secretary.** The Secretary will: (i) certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended to date; (ii) keep at the principal office of the Corporation or at such other place as the Board of Directors may determine, a book of minutes of all meetings of the directors at which action by the Board of Directors was taken, and, if applicable, meetings of committees of the Board of Directors and of members recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof; (iii) prepare and deliver, or cause to be prepared and delivered, all notices given in accordance with the provisions of these Bylaws or as required by law; (iv) be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation; (v) exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefor, the Bylaws and the minutes of the proceedings of the directors of the Corporation; and (vi) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Incorporation or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

**Section 7.10 Executive Director.** If the Board of Directors appoints an Executive Director, such Executive Director will be the chief executive officer of the Corporation and will, subject to the direction and oversight of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the appointed officers. Subject to the approval and control of the Board of Directors, the Executive Director has the authority to: (i) employ, supervise, and terminate employees of the Corporation necessary for the management and operations of the Corporation; and (ii) to engage outside services to assist the Executive Director in the management and operations of the Corporation. The Executive Director will perform all duties incident to his or her office and such other duties as may be required by law, by the Certificate of Incorporation, or by these Bylaws or which may be prescribed from time to time by the Board of Directors. Except as otherwise expressly provided by law, by the Certificate of Incorporation, or by these Bylaws, the Executive Director will, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments that may from time to time be authorized by the Board of Directors.

**Section 7.11 Assistant Executive Directors.** In the absence of the Executive Director, or in the event of his or her inability or refusal to act, an Assistant Executive Director will perform all the duties of the Executive Director and when so acting will have all the powers of, and be subject to all the restrictions on, the Executive Director. The Assistant Executive Directors will have other powers and perform such other duties as may be prescribed by law, by the Certificate of Incorporation, these Bylaws, the Board of Directors, or the Executive Director.



**Section 7.12 Assistant Secretaries.** The Assistant Secretaries, in general, will perform such duties assigned to them by the Executive Director or the Board of Directors, and in the event of the absence, inability, or refusal to act of the Secretary, the Assistant Secretaries (in the order designated, or in the absence of any designation, then in the order of their appointment) will perform the duties of the Secretary.

**Section 7.13 Other Officers.** Such other officers as the Board of Directors may choose will perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

**Section 7.14 Compensation.** The salaries, if any, of the officers will be determined from time to time by resolution of the Board of Directors. In all cases, any salaries received by officers of the Corporation will be reasonable and given in return for services actually rendered to or for the Corporation.

## **ARTICLE VIII.**

### **COMMITTEES; GROUPS; OTHER FORUMS**

**Section 8.1 Committee Creation and Authority.** The Board of Directors may, by vote of the Board of Directors, designate or create one or more permanent and temporary committees (either of the Corporation or of the Board of Directors) to serve at the pleasure of the Board of Directors as it deems necessary to meet the goals of the Corporation. All existing and new committees are subject to Board oversight and control and have and will have such rights and obligations as may be determined from time to time by resolution adopted by the Board of Directors subject to these Bylaws and the policies and procedures of the Corporation.

**Section 8.2 Committee Members and Leadership.** Unless otherwise set forth in these Bylaws (including Section 4.8) or upon consent by four-fifths of the Promoter Member Directors, each Promoter Member has the right to appoint representatives to each committee of the Corporation. The chairperson and/or vice chairpersons of any committee will be appointed, and may be removed, by approval of four-fifths of the entire Board of Directors at such times as the Board of Directors may determine. The chairperson and/or vice chairperson of any committee will hold office for a term of one year or until his or her successor is appointed and qualified, or until his or her earlier resignation or removal. Notwithstanding the above, and subject to the Board's ultimate approval as set forth in Section 8.3 herein, membership in each committee will be defined and determined by each committee's charter established pursuant to Section 8.3 herein.

**Section 8.3 Committee Procedures, Rules, and Regulations.** Each committee will have its own charter, setting forth the procedures, rules, and regulations for the conduct of such committee. Such charter is subject to approval by four-fifths of the entire Board of Directors. Such charter must comply with law and must not be inconsistent with the provisions of these Bylaws. Unless otherwise specified in the charter of a committee or group of the Corporation, the rules of procedure in the Working Group Process Document govern the procedure of such committee or group of the Corporation.

**Section 8.4 Meetings of Committees.** Each committee must keep regular records of its meetings and report to the Board of Directors when required.

**Section 8.5 Certain Existing Committees of the Corporation.**

(a) Bluetooth Qualification Review Board (“BQRB”). Requirements for demonstrating compliance with Bluetooth Specifications are established and maintained by the BQRB. The BQRB, with the BTI, will also be responsible for establishing testing criteria and rules. The BQRB will establish and modify, subject to the direction of and approval by the Board of Directors in accordance with Section 6.19(d), the Qualification Program Reference Document setting set forth the policies and procedures for the Bluetooth Qualification Program, which policies and procedures must be consistent with decisions of the Board of Directors, these Bylaws, the Promoters Membership Agreement, and the Membership Agreements. The BQRB reports directly to the Board of Directors.

(b) Bluetooth Architectural Review Board (“BARB”). The BARB is responsible for architectural oversight of the Bluetooth Specifications and for supporting the Member groups. The BARB consists of one member appointed by each Promoter Member, the chairperson of each Member working group, and representatives of Associate Members, each appointed for one year terms and elected by a vote of four-fifths of the Board of Directors. The BARB establishes and modifies, subject to the direction of and approval by the Board of Directors in accordance with Section 6.19(d), the Working Group Process Document setting forth the policies and procedures for the committees of the Corporation and Member groups and the Specification Management Process Document setting forth the process for creating Bluetooth Specifications, which policies, processes, and procedures must be consistent with decisions of the Board of Directors, these Bylaws, the Promoters Membership Agreement, and the Membership Agreements. The BARB reports directly to the Board of Directors.

(c) Bluetooth Test and Interoperability Group (“BTI”). Criteria and rules for testing products submitted to Bluetooth Qualification Process are established and maintained by the BTI, subject to the direction and approval of the Board of Directors. The BTI is responsible for coordinating the development of test documentation by the Member groups, subject to the direction and approval of the Board of Directors. The BTI reports directly to the Board of Directors.

**Section 8.6 Member Groups.** The Board of Directors may establish temporary Member groups (e.g., working, study, expert, etc.) to perform tasks delegated by the Board of Directors, including development of Bluetooth Specifications. A charter setting forth the scope, directives, eligibility for membership and chairpersonship, and operating procedures of each Member group will be established, and may only be amended, by approval of the Board of Directors (and in the case of a working group, by unanimous approval of the Promoter Member Directors). Chairpersons and/or vice chairpersons of groups will be appointed, and may be removed, by approval of four-fifths of the entire Board of Directors. Each group must keep regular records of its meetings and report to the Board of Directors when required. Groups may be terminated only upon approval of the Board of Directors. Each member of the Board of Directors



shall be an ex officio member of any Member groups established pursuant to this Section 8.6, with full rights of participation in the activities of such Member groups.

**Section 8.7 Legal Forum.** There may be created a Legal Forum, consisting of no more than one legal representative from each of the Promoter Members and no less than one legal representative from at least three of the Promoter Members. The Legal Forum will be the forum for providing interface, as needed, between the legal counsel of the Corporation and the Promoter Members. The Legal Forum will meet on an as-needed basis as requested by legal counsel to the Corporation or as requested by not less than three members of the Legal Forum. In no event will members of the Legal Forum provide legal advice to the Corporation.

## **ARTICLE IX.**

### **BLUETOOTH SPECIFICATIONS**

#### **Section 9.1 Definitions.**

“Bluetooth Specifications” means all Draft Bluetooth Specifications adopted by the Board of Directors and any Errata Corrections to the adopted version that have been adopted by the Board of Directors, including all New Bluetooth Specifications and all Draft Bluetooth Specifications previously adopted by the Board.

“Draft Bluetooth Specifications” means all versions of the documents produced by working groups in the process of developing Bluetooth Specifications prior to adoption by the Board of Directors.

“New Bluetooth Specifications” means the version of a Draft Bluetooth Specification that is adopted by the Board of Directors in accordance with Section 9.3, including any changes made to that version before such adoption.

“Errata Corrections” means corrections made to Bluetooth Specifications for the sole purpose of fixing errors in existing and published features (but not for additional features) or removal of features required because of an unclarity or error in existing feature operation.

“Notify” or “Notifies” or “Notifying” means communicating or distributing documents to Members by making the document available on the Corporation’s web site and sending an email with the URL of the location of the document on the Corporation’s web site to the Member’s primary contact at the most recent email address provided by the Member’s primary contact.

**Section 9.2 Specification Development.** Draft Bluetooth Specifications will be developed by Members in accordance with the Specification Management Process Document then in effect adopted and approved by the Board of Directors in accordance with Section 6.19(d).

**Section 9.3 Specification Adoption.** The Corporation will adopt New Bluetooth Specifications and Errata Corrections only in accordance with the terms of this Section 9.3.

(a) Member Review. Upon approval to do so by the Board of Directors, the Corporation will Notify all Members of the availability of a Draft Bluetooth Specification for Member review at least 60 days (or such shorter period of at least 45 days as may be approved by unanimous vote of the Board of Directors) before the date upon which the Board of Directors votes on the adoption of that Draft Bluetooth Specification (the “Adoption Date”). Thereafter, the Corporation and Members will work to resolve any issues with the Draft Bluetooth Specification to prepare a final version of the Draft Bluetooth Specification to be presented to the Board of Directors for approval (“Voting Draft”).

(b) Voting Draft. The Corporation will Notify all Members of the Voting Draft and the Adoption Date at least 14 days before the Adoption Date. No changes may be made to the Voting Draft after the Corporation has Notified all Members of the Voting Draft and Adoption Date unless the Corporation sets a new Adoption Date and Notifies all Members of the new Voting Draft and new Adoption Date at least 14 days before the new Adoption Date. Notwithstanding the prior sentence, the Board of Directors can change the Voting Draft without setting a new Adoption Date or Notifying Members if the Board of Directors determines, by unanimous vote of the Board of Directors, that the changes to be made to the Voting Draft are limited to corrections of typographical errors.

(c) Adoption. A Draft Bluetooth Specification will be deemed a New Bluetooth Specification when approved by at least four-fifths of the Board of Directors. A New Bluetooth Specification is a “Bluetooth Specification” as that term is used in the Bluetooth Patent/Copyright License Agreement.

(d) Errata Corrections. The Corporation will Notify all Members of Errata Corrections at least 14 days before the date upon which the Board of Directors votes on Errata Corrections. Errata Corrections will be deemed made to a Bluetooth Specification when approved by four-fifths of the Board of Directors. Notwithstanding the prior sentence, the Board of Directors can change the Errata Correction without setting a new Adoption Date or Notifying Members if the Board of Directors determines, by unanimous vote of the Board of Directors, that the changes to be made to the Errata Corrections are limited to corrections of typographical errors. An Errata Correction adopted by the Board of Directors is an “Errata Correction” as that term is used in the Bluetooth Patent/Copyright License Agreement.

(e) Notice of Adoption. Within one week after the date of adoption of a Voting Draft or Errata Correction, the Corporation will Notify Members of the adopted New Bluetooth Specification.

**Section 9.4 Modifications to Bluetooth Specifications.** No changes may be made to Bluetooth Specifications after they have been adopted, except for Errata Corrections. Any update or alteration, other than Errata Corrections, must follow the processes outlined in the Specification Management Process Document and the adoption process outlined in Section 9.3.

**Section 9.5 Deprecation and Withdrawal of Bluetooth Specifications.** A Bluetooth Specification may be deprecated or withdrawn after it has been adopted when the deprecation or withdrawal is approved by at least four-fifths of the Board of Directors.

**ARTICLE X.  
NOTICE**

**Section 10.1 Written Notice.** Whenever, under the DGCL, the Certificate of Incorporation, or these Bylaws, notice is required to be given to any director, officer, or Member, such notice will be in writing and will be given in person or by mail to such director, officer, or Member. If mailed, such notice will be addressed to such director, officer, or Member at his or her or its address as it appears on the records of the Corporation, with postage thereon prepaid, and will be deemed to be given at the time when deposited in the United States mail. Notice to directors and notice to those Members who have consented to receiving notice by electronic mail may also be given by electronic mail, and will be deemed given at the time when sent.

**Section 10.2 Waiver of Notice.** Subject to Section 6.13, whenever any notice is required to be given under the DGCL, the Certificate of Incorporation, or these Bylaws, a waiver thereof in writing or by electronic transmission given by the person or persons entitled to said notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

**ARTICLE XI.  
EXECUTION OF INSTRUMENTS AND DEPOSITS**

**Section 11.1 Execution of Instruments.** The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee has any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 11.2 Deposits.** All funds of the Corporation will be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**ARTICLE XII.  
INTELLECTUAL PROPERTY**

The Corporation has the right to acquire, own, and develop any interest in trademarks, copyrights, patents, trade secrets, and other intellectual property connected with, or incidental to, the affairs of the Corporation.

**ARTICLE XIII.  
INDEMNIFICATION**

**Section 13.1 Right to Indemnification.** Each person who was or is made a party or is threatened to be made a party to or is involved in or called as a witness in any Proceeding (as

hereinafter defined) because he or she is an Indemnified Person (as hereinafter defined), will be indemnified and held harmless by the Corporation to the fullest extent permitted under the DGCL, as the same now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the DGCL permitted the Corporation to provide prior to such amendment). Such indemnification will cover all expenses incurred by an Indemnified Person (including, but not limited to, attorneys' fees and other expenses of litigation) and all liabilities and losses (including, but not limited to, judgments, fines, ERISA or other excise taxes or penalties, and amounts paid or to be paid in settlement) incurred by such person in connection therewith.

Notwithstanding the foregoing, except with respect to indemnification specified in Section 13.3, the Corporation will indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

For purposes of this Article:

(i) a "Proceeding" is an action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and any appeal therefrom;

(ii) an "Indemnified Person" is a person who is, was, or had agreed to become a director or an officer or a Delegate, as defined herein, of the Corporation or the legal representative of any of the foregoing; and

(iii) a "Delegate" is a person serving at the request of the Corporation or a subsidiary of the Corporation as a director, trustee, fiduciary, or officer of such subsidiary or of another corporation, partnership, joint venture, trust, or other enterprise.

**Section 13.2 Expenses.** Expenses, including attorneys' fees, incurred by a Indemnified Person pursuant to Section 13.1 in defending or otherwise being involved in a Proceeding will be paid by the Corporation in advance of the final disposition of such Proceeding, including any appeal therefrom, upon receipt of an undertaking (the "Undertaking") by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation; provided, that in connection with a Proceeding (or part thereof) initiated by such person, except a Proceeding authorized by Section 13.3, the Corporation will pay said expenses in advance of final disposition only if such Proceeding (or part thereof) was authorized by the Board of Directors. A person to whom expenses are advanced pursuant hereto will not be obligated to repay pursuant to the Undertaking until the final determination of any pending Proceeding in a court of competent jurisdiction concerning the right of such person to be indemnified or the obligation of such person to repay pursuant to the Undertaking.

**Section 13.3 Protection of Rights.** If a claim under Section 13.1 is not promptly paid in full by the Corporation after a written claim has been received by the Corporation or if expenses pursuant to Section 13.2 have not been promptly advanced after a written request for such advancement accompanied by the Undertaking has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or the advancement of expenses. If successful, in whole or in part, in such suit, such claimant

will also be entitled to be paid the reasonable expense thereof (including without limitation attorneys' fees). It will be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required Undertaking has been tendered to the Corporation) that indemnification of the claimant is prohibited by law, but the burden of proving such defense will be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination, if required, prior to the commencement of such action that indemnification of the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that indemnification of the claimant is prohibited, will create a presumption that indemnification of the claimant is prohibited.

#### **Section 13.4 Miscellaneous.**

(a) Non-Exclusivity of Rights. The rights conferred on any person by this Article are not exclusive of any other rights that such person may have or hereafter acquire under any law, provision of the Certificate of Incorporation, these Bylaws, agreement, or vote of disinterested directors or otherwise. The Board of Directors has the authority to provide, by resolution, for such indemnification of employees or agents of the Corporation or others and for such other indemnification of directors, officers, or Delegates as it deems appropriate.

(b) Insurance, Contracts, and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of, or person serving in any other capacity with, the Corporation or another Corporation, partnership, joint venture, trust, or other enterprise against any expenses, liabilities, or losses, whether or not the Corporation would have the power to indemnify such person against such expenses, liabilities, or losses under the DGCL. The Corporation may enter into contracts with any director, officer, or Delegate of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect the advancing of expenses and indemnification as provided in this Article.

(c) Contractual Nature. The provisions of this Article are applicable to all Proceedings commenced or continuing after its adoption, whether such arise out of events, acts, or omissions that occurred prior or subsequent to such adoption, and will continue as to a person who has ceased to be a director, officer, or Delegate and will inure to the benefit of the heirs, executors, and administrators of such person. This Article will be deemed to be a contract between the Corporation and each person who, at any time that this Article is in effect, serves or agrees to serve in any capacity that entitles him or her to indemnification hereunder and any repeal or other modification of this Article or any repeal or modification of the DGCL or any other applicable law will not limit any Indemnified Person's entitlement to the advancement of expenses or indemnification under this Article for Proceedings then existing or later arising out of events, acts, or omissions occurring prior to such repeal or modification, including, without limitation, the right to indemnification for Proceedings commenced after such repeal or modification to enforce this Article with

regard to Proceedings arising out of acts, omissions, or events occurring prior to such repeal or modification.

**Section 13.5 Severability.** If this Article or any portion hereof is invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which is not reversed on appeal, such invalidity or unenforceability will not affect the other provisions hereof, and this Article will be construed in all respects as if such invalid or unenforceable provisions had been omitted therefrom.

#### **ARTICLE XIV. INTERESTED DIRECTORS**

**Section 14.1 Contracts or Transactions.** No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, will be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or a committee thereof that authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, if:

(a) **Disclosure.** The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee thereof, and the Board of Directors or committee thereof in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) **Knowledge.** The material facts as to his or her relationship or interests and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or

(c) **Fairness.** The contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified, by the Board of Directors, a committee thereof, or the Members.

**Section 14.2 Determination of Quorum.** If Section 14.1 is complied with, interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof, which authorizes the contract or transaction described in Section 14.1.

#### **ARTICLE XV. CORPORATE RECORDS, REPORTS AND SEAL**

**Section 15.1 Maintenance of Corporate Records.** The Corporation will keep at its principal office: (a) records of all meetings of directors and of committees of the Board of Directors at which action was taken, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof; (b) adequate and correct books and records of account, including accounts of its properties



and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses; (c) a copy of the Corporation's Certificate of Incorporation and Bylaws as amended to date; and (d) adequate records of each Member's name, address, and membership.

**Section 15.2 Corporate Seal.** The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal will be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, will not affect the validity of any such instrument.

**Section 15.3 Directors' Inspection Rights.** Every director has such rights to inspect the books, records, and properties of the Corporation as required by law.

**Section 15.4 Periodic Report.** The Board of Directors will cause any annual or periodic report required under law to be prepared and delivered to an office of Secretary of State of the state of incorporation to be so prepared and delivered within the time limits set by law.

**Section 15.5 Sureties and Bonds.** The Board of Directors may require any officer, director, employee, or agent of the Corporation to execute in favor of the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his/her duties to the Corporation, including responsibility for negligence and for accounting of all property, funds, or securities of the Corporation that may come into his/her hands.

**Section 15.6 Fiscal Year.** The fiscal year of the Corporation is the calendar year.

## **ARTICLE XVI. AMENDMENT OF BYLAWS**

These Bylaws may be altered, amended, or repealed, in whole or in part, or new Bylaws may be adopted, by unanimous approval of the Promoter Member Directors.

## **ARTICLE XVII. COMPLIANCE WITH ANTITRUST LAWS**

**Section 17.1 No Involvement in the Competitive Business Decisions of Members.** The Corporation is a trade and technical association of developers and users of Bluetooth products and technology. The Corporation is organized to promote the common interests of developers and users of Bluetooth products and technology. The Corporation is not intended to become involved, and will not become involved, in the competitive business decisions of its Member companies, nor will it take any action that would tend to restrain competition among and between such members in violation of the antitrust laws.

**Section 17.2 Support for Antitrust Laws.** The Corporation unequivocally supports the policy of competition served by the antitrust laws and uncompromisingly intends to comply strictly with such laws. It is the responsibility of every member of the Corporation to be guided by this policy of strict compliance with the antitrust laws in all of the Corporation's activities. It is the special responsibility of the Corporation's officers and group and committee chairpersons to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

**Section 17.3 General Rules of Antitrust Compliance.** To assist the Corporation's staff and all its officers, directors, and group and committee chairpersons in complying with the antitrust laws, the Board of Directors will as a matter of policy furnish to each of such persons copies of the Corporation's Rules Regarding Antitrust Compliance. The Corporation will also make available general legal advice as to the manner in which the antitrust laws may apply to the activities of the Corporation or to any committee thereof.

**Section 17.4 Suspension and Removal for Violation.** Any violation of the Corporation's Rules Regarding Antitrust Compliance or of this Article will make the violator subject to immediate suspension from membership in the Corporation and immediate removal from any office held by any official representative violating such rules or this Article.

## **ARTICLE XVIII.**

### **CONSTRUCTION AND TERMS**

If there is any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the Corporation, the provisions of the Certificate of Incorporation will govern. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws will be unaffected by such holding. If there is any conflict between the provisions of these Bylaws and any other governing documents of the Corporation (other than the Certificate of Incorporation), including, without limitation, any Committee or Member group charters, the Qualification Program Reference Document, the Working Group Process Document, and the Specification Management Process Document, the provisions of these Bylaws will govern. These Bylaws have been prepared in the English language and the English language is the official language of the Corporation.