

**BYLAWS**  
**OF**  
**BLUETOOTH SIG, INC.**  
**LAST REVISED June 2015**

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## **ARTICLE I.**

### **GENERAL**

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

**Section 1.2 Principal Office.** The principal office of the Corporation shall be Bluetooth SIG, Inc. 5209 Lacey 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 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 will promote personal 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 will be 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 will 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 will be responsible for creating a Bluetooth Testing Tools Program to be administered by the Corporation. The Bluetooth Testing Tools Program shall be a process for certification of testing materials to be used in the Bluetooth Qualification Program. The Corporation shall own and license certain qualified 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 shall inure to the benefit of, or be distributable to, any member or individual, except that the Corporation shall be 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 hereof may apply for membership in the Corporation. There shall be only one class of voting members, designated as “Promoter Members,” who shall have the rights and obligations set forth in Section 4.3. The benefits of and requirements for membership shall be determined and published by the Board of Directors from time to time. Any person possessing the requisite qualifications to secure admission to membership in the Corporation shall make written application to the Board of Directors. The application, in a form prescribed by the Board of Directors, shall 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, or such designated third party, shall 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 shall have 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 pursuant to Section 4.5 hereof and determining participation in different committees and working groups as set forth in Article VIII hereof. The Board of Directors shall publish the rights and obligations of each such subclass.

(b) Access to Bluetooth Specifications and License to Trademarks. Every Member of the Corporation shall have 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 shall be granted a license from the Corporation to certain trademarks as set forth in the Membership Agreements. Each Member shall have the right to license from other Members certain claims of copyright, patent or patent application owned by such other Members and shall have the obligation to license to other Members certain claims of copyright, patent or patent application owned by such Member in accordance with the terms of the Membership Agreements executed by each such Member. In addition, each Member shall have the right to receive licenses (upon terms and at royalty rates established by the Board of Directors from time to time) to utilize certain testing

materials certified by the Corporation for the sole purpose of testing products in connection with the Bluetooth Testing Tools Program.

(c) Membership Agreement. Each Member shall be required to enter into a Membership Agreement with the Corporation, whereby such Member shall agree to be bound by the Certificate of Incorporation and the Bylaws of the Corporation.

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

(a) Promoter Members. There shall be seven (7) Promoter Members, provided that additional Promoter Members may be added at any time upon the unanimous consent of the then-current Promoter Members. The Promoter Members shall initially be Ericsson AB, Intel Corporation, Lenovo (Singapore) Pte. Ltd., Microsoft Corporation, Apple Inc., Nokia Corporation and Toshiba Corporation. In addition to other rights of the Promoter Members described in these Bylaws, the Promoter Members shall be the sole voting class of Members on Corporation matters and each Promoter Member shall have the right to appoint a representative to the Board of Directors as described in Section 6.1 of these Bylaws.

(b) Associate Members. Any firm, corporation or other legal entity shall be eligible to apply for Associate Membership. As determined by the Board of Directors, Associate Members shall have access to information from the working groups and committees and certain subclasses of Associate Members shall be permitted to participate in working groups and committees of the Corporation and to nominate representatives to be chairpersons of such working groups. Associate Members shall 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 working groups of the Corporation as described in Article VIII hereof.

(c) Adopter Members. Any firm, corporation or other legal entity shall be eligible to apply for Adopter Membership. As determined by the Board of Directors, Adopter Members shall be permitted to participate in certain committees of the Corporation. Adopter Members shall 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.

(b) Associate Members and Adopter Members. Associate Members and Adopter Members shall be admitted as a member of the Corporation upon: (a) acceptance of a Membership Agreement on such form as may be from time to time required by the Board of Directors and (b) if required and published by the Board of Directors, payment of an initial membership fee and such other fees for such class or subclass of membership as may from time to time be established by the Board of Directors.

**Section 4.5 Dues, Fees and Assessments.** The Corporation will operate on a not for-profit basis. However, annual membership dues and other special fees and assessments may be

levied by the Board of Directors to offset expenses. These fees will be used to support the activities of the Corporation including testing, promotion and operational expenses. The amount of any annual membership dues shall be published by the Board of Directors prior to the beginning of each fiscal year and shall be due on the anniversary of the date on which the Member became a Member of the Corporation or such other date as determined by the Corporation.

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

(a) Non-Payment of Membership Fees. If a Member fails to pay any applicable annual dues or other fees within sixty (60) days after its fees or dues becomes due and payable, upon ten (10) days written notice to such Member, such Member shall, unless otherwise agreed by four-fifths (4/5) of the Board of Directors, be automatically demoted to a category of membership which is not required to pay any annual dues or other fees. Upon any such demotion, such Member shall have only those rights of membership granted to Members of such new category of membership.

(b) Involuntary Suspension or Termination. A Member may be suspended or terminated by the unanimous consent of the Promoter Members of the Board of Directors on the good faith determination by the Promoter Members of Board of Directors that the Member has to a material or serious degree violated these Bylaws, the Certificate of Incorporation, the terms of the Membership Agreement executed by such Member, any duly adopted resolutions of the Board of Directors or the 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 to the Executive Director or Secretary which shall be effective upon receipt of such notice by the Executive Director or Secretary or upon such later date as specified in such notice or upon such other date as specified in the Promoters Membership Agreement or Adopters/Associates Membership Agreement, as the case may be.

**Section 4.8 Effect of Withdrawal or Termination of Membership.** A Member who is suspended by the Board of Directors shall not be a Member during the period of suspension and shall not have any interest or participation in any of the activities of the Corporation until such time as the Member complies with the requirements of the Board of Directors for the removal of the suspension. A Member who is terminated by the Board of Directors or who withdraws from the Corporation shall have no further interest or participation in any of the activities of the Corporation and any terminated Member shall not be permitted to reapply for membership in the Corporation unless such terminated Member shall receive the consent of four-fifths (4/5) of the Board of Directors. Any licenses of intellectual property granted pursuant to the Membership Agreement to or by any Member who has been terminated or withdrawn shall continue in accordance with the terms of the Membership Agreement executed by such Member. Any Member who has been terminated shall not be eligible to qualify any products pursuant to the Bluetooth Qualification Program after the effective date of termination; provided that any products qualified by such terminated Member prior to such effective date of termination shall remain qualified Bluetooth products. Any Member who has withdrawn shall be permitted to qualify products pursuant to any Specification which was adopted by the Corporation prior to the effective

date of such Member's withdrawal, but shall not be permitted to qualify any Bluetooth products pursuant to any Specification adopted after such Member's effective date of withdrawal. Any products qualified by a Member who has withdrawn prior to such effective date of withdrawal shall remain qualified Bluetooth products. If a Member has been suspended pursuant to these Bylaws, upon reinstatement of such Member, all rights of such Member pursuant to these Bylaws or any agreement between the Corporation and such Member shall also be reinstated. No withdrawal, termination or suspension shall relieve 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 shall not be entitled to a refund of any amounts paid during membership.

**Section 4.9 Affiliates.** Any Affiliate of a Member shall be entitled to the rights and privileges of such Member and shall be subject to the restrictions applicable to such Member, except that such Member and its Affiliate shall only be entitled to one vote (as related to its class of membership) even if such Affiliate has separately joined the Corporation as a Member. "Affiliate" shall mean 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 fifty (50%) percent 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 fifty (50%) percent of the ownership interest representing the right to make decisions for the subject entity.

**Section 4.10 Transfer of Membership.** No Member shall be permitted to 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 shall 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 shall be 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 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, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each Member entitled to attend such meeting.

**Section 5.5 Waiver of Notice.** Whenever any notice of a meeting is required to be given to any Member of the Corporation under provisions of the Certificate of Incorporation, these Bylaws or by the Delaware General Corporation Law (“Statute”), a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice. Each such waiver of notice shall 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 shall be entitled to one vote on matters upon which Members are entitled to vote. No other class of Members shall have any voting rights as Members of the Corporation. Each Promoter Member shall designate in writing the person who shall vote on behalf of such Member. That designation shall remain in effect until written notice of a properly authorized change in the designated voter shall be received by the Corporation. Each Promoter Member entitled to vote at a meeting of the Members, or entitled to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons to act for such Promoter Member by proxy, but no proxy shall 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 (4/5) or more of the Promoter Members entitled to vote thereon, present in person or represented by proxy, shall constitute a quorum at any properly called annual or special meeting of the Members, except as otherwise provided by Statute, the Certificate of Incorporation or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Promoter Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Promoter Member of record entitled to vote at the meeting.

**Section 5.8 Voting Lists.** The officer who has charge of the Member roster shall prepare and make, at least ten (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. Such list shall be open to the examination of any Promoter Member for any purpose germane to the meeting during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the entire duration thereof and may be inspected by any Promoter Member who is present.

**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, shall be signed and dated 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 shall 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 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 and Number.** Subject to the Statute, the Certificate of Incorporation and these Bylaws, the general management of the affairs, property and interest of the Corporation shall be vested in the Board of Directors which shall be appointed as provided in these Bylaws. No individual director may act for the Board of Directors or the Corporation except as directed by the Board of Directors. The Board of Directors shall consist of that number of directors equal to the number of Promoter Members and Associate Member Directors as provided in these Bylaws.

#### **Section 6.2 Appointment, Removal and Replacement of Directors.**

(a) Promoter Member Directors. Each Promoter Member shall have the right to appoint one representative as a director on the Board of Directors. Any director appointed by a Promoter Member may be removed at any time, with or without cause, by the Promoter Member that appointed the director. The representative director of a Promoter Member shall be an employee, agent or consultant of such Promoter Member; provided that if such representative director is not an employee of such Promoter Member, such director shall not be an employee of any other Member of the Corporation. It shall be the responsibility of the Promoter Member to ensure that its representative director qualifies as a director under these Bylaws.

(b) Associate Member Directors. In addition to the Promoter Members on the Board of Directors, there may also be up to four (4) Associate Member Directors Two (2) Associate Member Directors may be appointed to serve a two (2) year term beginning in the year 2011 and two (2) Associate Members of the Board of Directors may be appointed to serve a two (2) year term beginning in 2012. At the expiration of the term of an Associate Member Director, the position of Associate Member Director shall be vacant and may be refilled by the Board of Directors as provided herein. Any Associate Member of the Corporation in good standing with the Corporation may apply to the Board of Directors for Associate membership on the Board of Directors. Associate Member Directors may be appointed by the unanimous approval of the Promoter Members of the Board of Directors, and the representative of the Associate Member shall be approved by the unanimous approval of the Promoter Members of the Board of Directors. The representative director of an Associate Member in good standing with the Corporation shall be an employee, agent or consultant of such Associate Member;

provided that if such representative director is not an employee of such Associate Member, such director shall not be an employee of any other Member of the Corporation. It shall

be the responsibility of the Associate Member to ensure that its representative director qualifies as a director under these Bylaws Associate Members, who have representatives on the Board of Directors, do not gain any additional status or rights beyond that of Associate Members in the Corporation except as provided herein.

**Section 6.3 Term.** A Promoter Member Director shall hold office until the death, resignation, or removal of the director.

**Section 6.4 Removal; Effect of Non-Participation.**

(a) Removal of Directors. A director may be removed at any time, with or without cause, by the Member that appointed the director. A director may also be removed by the other directors upon approval of four-fifths (4/5) of the Promoter Members directors in the following events: (i) the director is absent from meetings of the Board of Directors for more than three (3) months; or (ii) the director fails to substantially perform his or her duties as set forth in these Bylaws or by law, which failure shall continue for a period of sixty (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.

(b) Failure to Participate. In the event that a director fails to attend a meeting at which a vote is to be taken which would require unanimous or four-fifths (4/5) approval, and such director fails to submit a written vote on such matter, such vote may be postponed to the next meeting of the Board of Directors. In the event that any director not present at two (2) consecutive meetings at which such vote was to be taken fails to attend a third meeting on such matter or to submit a vote on such matter prior to such third meeting, the vote of such director shall not be required to obtain such unanimous or four-fifths (4/5) consent at such third meeting.

(c) Death, Resignation or Removal of a Director. In the event of a death, resignation or removal of a Director and the Member fails to name a replacement Director, the unfilled Director position for the Member that has not named a replacement Director shall not be considered for determining a quorum of the Board of Directors nor 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, which require unanimous or 4/5 approval of the entire Board of Directors until the Member has named a replacement Director, and in the case of Associate Member Directors are appointed and approved as provided herein.

**Section 6.5 Replacement.** In the event a vacancy in the Board of Directors occurs, the Promoter Member whose director vacated his or her seat on the Board of Directors shall appoint a replacement director by providing written notice to the Board of Directors indicating the name of the newly appointed director. In the event 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 and the Board of Directors may appoint another Member as a Promoter Member with the unanimous consent of the remaining Promoter members of the Board of Directors. In the event a vacancy in an Associate Member of the Board of Directors occurs, the Associate Member whose director vacated his or

her seat on the Board of Directors shall nominate a replacement director by providing written notice to the Board of Directors indicating the name of the nominated Associate Member Director. The newly nominated Associate Member Director shall be approved with the unanimous consent of the Promoter Members of the Board of Directors. In the event an Associate Member of the Board of Directors withdraws its membership in the Corporation or its membership in the Corporation is terminated or downgraded, that former Associate Member is no longer entitled to a seat on the Board of Directors and the Board of Directors may appoint another Associate Member of the Board of Directors as provided in these Bylaws.

**Section 6.6 Duties.** The Board of Directors shall have the responsibility for the general management of the affairs, property and interest of the Corporation, which shall include, in addition to the other duties set forth in these Bylaws, the following duties:

- (a) Exercise responsibility for the final adoption of all Bluetooth Specifications;
- (b) Exercise responsibility for the final approval of the Bluetooth Qualification Program and the Bluetooth Testing Tools Program and oversight of such programs;
- (c) Exercise responsibility for the approval of the establishment of all committees and working groups of the Corporation;
- (d) Exercise responsibility for the Corporation's annual budget and for such oversight as is necessary to maintain non-profit status;
- (e) Perform any and all duties imposed on them collectively or individually by law, by the Certificate of Incorporation, or by these Bylaws;
- (f) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (g) Meet at such times and places as required by these Bylaws;
- (h) Register their addresses, including email addresses, with the Secretary so that notices of meetings mailed, electronically transmitted or faxed to them at such address, email address or facsimile numbers shall be valid notices thereof; and
- (i) Exercise responsibility for the long-term planning of the Corporation.

**Section 6.7 Compensation.** Directors shall serve without compensation 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 such director. 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 6.8 Annual Meetings.** The Board of Directors shall hold an annual meeting at such place and time to be determined by the Board of Directors.

**Section 6.9 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 a majority of the Board of Directors.

**Section 6.10 Place of Meetings.** Unless otherwise designated by notice of the meeting, regular and special meetings of the Board of Directors shall be held at the principal office of the Corporation.

**Section 6.11 Notice of Meetings.** Notice of time and place of an annual, regular or special meeting shall be delivered to each member of the Board of Directors not less than seven (7) nor more than forty-five (45) days before such meeting. Such notice may be oral or written, may be given personally, by first class mail, by telephone, electronic transmission or by facsimile machine, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting.

**Section 6.12 Waiver of Notice.** Whenever any notice of a meeting is required to be given to any director of the Corporation under provisions of the Certificate of Incorporation, these Bylaws, or by Statute, a waiver of notice in writing signed by the director (either manually or electronically, in accordance with applicable law), whether before or after the time of the meeting, shall be equivalent to the giving of such notice. Each such waiver of notice shall be filed with the minutes of such meeting.

**Section 6.13 Quorum of Meeting.** A quorum shall consist of a majority of the members of the Board of Directors. Except as otherwise provided under the Certificate of Incorporation, these Bylaws, or by Statute, no business shall be considered by the Board of Directors at any meeting at which the required quorum is not present, and the only motion which the Chairperson shall entertain at such meeting is a motion to adjourn.

**Section 6.14 Majority Action as Board of Directors Action.** All matters shall 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 Statute.

**Section 6.15 Conduct of Meetings.** Meetings of the Board of Directors shall be 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 Corporation or, in his or her absence, by the Executive Director of the Corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board of Directors, provided that, in his or her absence, the Assistant Secretary, if any, shall act as secretary of the meeting, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be 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 shall

not be open to interested persons, other than as provided in these Bylaws, unless a majority of the directors then present vote, on motion duly made and seconded, agree otherwise.

**Section 6.16 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 6.17 Action Without Attendance at Meeting; Electronic Voting.** A member of the Board of Directors or of a committee of the Board of Directors may vote (a) by written ballot in person at a meeting of the Board of Directors or of a committee of the Board of Directors, or (b) by electronic transmission delivered to the Corporation within two (2) weeks of a meeting of the Board of Directors or of a committee of the Board of Directors at which the action being voted on is discussed. In the event that a member of the Board of Directors fails to vote by electronic transmission delivered to the Corporation within two (2) weeks of a meeting of the Board of Directors at which the action being voted on is discussed, the non-voting Director shall not be considered for any votes, including, but not limited to, votes pursuant to Section 6.19 or elsewhere in the Bylaws, which require unanimous or 4/5 approval of the entire Board of Directors. In the absence of a meeting of the Board of Directors or of a committee of the Board of Directors, members of the Board or the committee, as the case may be, may provide written consent to any action of the Board or the committee (1) if notice of the action is provided to all members of the Board or the committee prior to the taking of such action and (2) if consent to such action in writing or by electronic transmission is obtained from the minimum number of directors or committee members that would be necessary to authorize or take such action at a meeting at which all directors or committee members entitled to vote thereon were present and voted. Any such written ballot, electronic transmission or consent shall be filed with the records of proceedings of the Board of Directors or committee.

**Section 6.18 Observers.** Each Member shall be permitted to appoint individuals to act as an observer at meetings of the Board of Directors; provided that only one (1) such individual appointed by each Member shall be permitted to attend any one (1) meeting of the Board of Directors unless otherwise agreed by the Board of Directors. Such observer shall be permitted to participate in such meeting, but shall not be permitted to vote on any matter coming before the Board of Directors at such meeting. Such observer shall be an employee, agent or consultant of such Member; provided that if such observer is not an employee of such Member, such observer shall not be an employee of any other Member of the Corporation.

**Section 6.19 Special Voting Provisions.** Unless otherwise set forth in these Bylaws or in the Promoters Membership Agreement, approval of the following items shall require greater than a majority vote of a quorum of the Board of Directors:

(a) Unanimous Votes of the Promoter Members of the Board of Directors. In addition to certain other matters outlined in these Bylaws, including but not limited to those matters outlined in Sections 4.6, 7.4 and 8.11 and in Article IX hereof, the following matters shall require the unanimous consent of the Promoter Members of the Board of Directors:

Appointment of the Associate Member Directors and approval of the representative to the Board of Directors by Associate Member Directors;

Approval of any new subclass of Members or the admission of a new Promoter Member;

Approval of the Qualification Program Reference Document, the Working Group Process Document and any other similar document establishing substantive or procedural rights governing more than one Committee of the Corporation;

The making of loans or, except in the ordinary course of business, the giving of guarantees or the extension of credit;

The voluntary dissolution or liquidation of the Corporation;

The filing of a voluntary bankruptcy petition by the Corporation;

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;

Engaging in any activities which may invalidate or jeopardize the Corporation's nonprofit purpose status as described in Article III hereof;

Entering into a sale of assets of the Corporation outside of the ordinary course of business;

Entering into a merger, sale of substantially all of the assets or similar transaction, whereby the assets and business of the Corporation are transferred;

Amending these Bylaws or the Certificate of Incorporation of the Corporation;

Entering into a merger, acquisition or similar transaction, whereby the Corporation acquires the assets or business of another person or entity;

Incurring any indebtedness or granting any liens on any assets of the Corporation in excess of \$100,000;

Approval of the Adopter and Associates Membership Agreements, the Trademark License Agreement for Members, the Promoters Membership Agreement and any other documents among the Corporation and its members, and any changes or amendments thereto;

Allowing a working group to modify or add to an external non-Bluetooth Specification that is to be referenced in a specification produced by such working group; and

Approval of any new name or logo to be adopted by the Corporation for use by its Members in identifying qualified Bluetooth products.

(b) Four/Fifths Votes of the Promoter Members of the Board of Directors. In addition to certain other matters outlined in these Bylaws, including but not limited to those matters outlined in Sections 4.6(a), 4.8, 6.4, 8.2 and 8.11 and in Article IX hereof, the following matters shall require the consent of four-fifths (4/5) of the Promoter Members of Board of Directors:

Approval of the annual dues for Members;

(c) Four/Fifths Votes of the Entire Members of the Board of Directors. In addition to certain other matters outlined in these Bylaws, including but not limited to those matters outlined in Sections 4.6(a), 4.8, 6.4, 8.2 and 8.11 and in Article IX hereof, the following matters shall require the consent of four-fifths (4/5) of the entire Board of Directors:

Approval of any changes or modifications to the Working Group Process Document;

Approval of the annual budget of the Corporation; and

Making any expenditures by the Corporation in excess of \$50,000 over budgeted amounts.

(d) Veto of Committee Action by the Board of Directors. Except as otherwise provided in these Bylaws or by the Certificate of Incorporation, the entire Board of Directors may veto any action taken by a committee or working group of the Corporation upon the vote of four-fifths (4/5) of the entire Board of Directors.

## **ARTICLE VII.**

### **OFFICERS**

**Section 7.1 Designation of Officers.** The Board of Directors shall appoint officers of the Corporation, which officers shall 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 shall deem desirable each of whom shall hold their offices for such terms and shall exercise such power and perform such duties as shall be 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 shall be appointed or confirmed by the Board of Directors at the annual meeting of the Board of Directors and each officer elected shall hold office for a term of one (1) year and until his or her successor is elected and qualified, or until his or her earlier resignation or removal. All officers of the Corporation shall be elected or appointed by a majority vote of a quorum of the Board of Directors, which vote shall be ratified by a vote of two-thirds (2/3) of a quorum of the Board of Directors; provided that if a nominated Executive Director is an employee of a Member, such Executive Director shall be appointed only upon the unanimous consent of the entire Board of Directors.

**Section 7.5 Removal and Resignation.**

(a) Removal by Board of Directors. 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 notice to the Board of Directors or to the Executive Director or Secretary of the Corporation. Any such resignation shall take 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 shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

(b) Resignation. If the Chairperson of the Board of Directors shall resign or be removed, the Vice Chairperson shall assume the position of Chairperson until such time as a new Chairperson shall be elected in accordance with Section 7.4 hereof. If the Vice Chairperson of the Board of Directors shall resign or be removed, the Secretary shall assume the position of Vice Chairperson until such time as a new Vice Chairperson shall be elected in accordance with Section 7.4 hereof. If the Secretary shall resign or be removed, the Vice Chairperson shall assume the position of Secretary until such time as a new Secretary shall be elected in accordance with Section 7.4 hereof.

**Section 7.6 Vacancies.** Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of Executive Director, such vacancy may be filled temporarily by appointment by the Executive Director until such time as the Board of Directors shall fill 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 shall determine.

**Section 7.7 Chairperson of the Board of Directors.** As appointed by the Board of Directors, the Chairperson of the Board of Directors shall 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 shall possess the same power as the Executive Director to sign all documents of the Corporation which the Executive Director may be authorized to sign by these Bylaws or by the Board of Directors. The Chairperson of the Board of Directors shall see

that all orders and resolutions of the Board of Directors are carried into effect and shall from time to time report to the Board of Directors all matters within his or her knowledge which the interests of the Corporation may require to be brought to their notice. The Chairperson of the Board of Directors shall 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 shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice Chairperson shall have other powers and 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 shall: (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, and, if applicable, meetings of committees 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.** In the event that the Board of Directors appoints an Executive Director, such Executive Director shall be the chief executive officer of the Corporation and shall, subject to the control 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 shall have 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 shall 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 shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments which 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 shall perform

all the duties of the Executive Director and when so acting shall have all the powers of, and be subject to all the restrictions on, the Executive Director. The Assistant Executive Directors shall have other powers and 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 or the Executive Director.

**Section 7.12 Assistant Secretaries.** The Assistant Secretaries, in general, shall perform such duties as shall be 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) shall perform the duties of the Secretary.

**Section 7.13 Other Officers.** Such other officers as the Board of Directors may choose shall 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 of the officers, if any, shall be determined from time to time by resolution of the Board of Directors. In all cases, any salaries received by officers of the Corporation shall be reasonable and given in return for services actually rendered to or for the Corporation.

## ARTICLE VIII.

### COMMITTEES; WORKING GROUPS; OTHER FORUMS

**Section 8.1 Committee Creation and Authority.** The Board of Directors may, by resolution passed by a majority vote of the Board of Directors, designate or create one or more permanent and temporary committees to serve at the pleasure of the Board of Directors as it deems necessary to meet the goals of the Corporation. Such committee or committees shall 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.** Unless otherwise set forth in these Bylaws or approved by four-fifths (4/5) consent of the Promoter Members of the Board of Directors, each Promoter Member shall have the right to appoint representatives to each committee of the Corporation. The Chairpersons, Co-Chairpersons and/or Vice Chairpersons of any Committee shall be elected or appointed solely by the Board of Directors in the same manner as the Board elects or appoints officers of the Corporation. Notwithstanding the above, and subject to the Board's ultimate approval as set forth in Section 8.3 herein, membership in each committee shall 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 shall establish its own charter, which shall set forth the procedures, rules and regulations for the conduct of such Committee. Such charter shall be subject to approval by four-fifths (4/5) of the Board of Directors. Such charter shall comply with the Statute and shall not be inconsistent with the

provisions of these Bylaws. Unless otherwise specified in the charter of a Committee or Working Group, the rules of procedure for the Board of Directors shall govern the procedure of such Committee or Working Group.

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

**Section 8.5 Publication of Committee Materials.** All written materials finally approved by a committee of the Board of Directors, and accepted by the Board of Directors, as necessary, shall be made available for inspection by any member of such committee.

**Section 8.6 Bluetooth Qualification Review Board (“BQRB”).** Policies and practices of the Bluetooth Qualification Program shall be established and maintained by the BQRB. The BQRB shall be responsible for setting up and maintaining product qualification and, together with the BTI, testing equipment criteria and rules. The BQRB shall establish and modify, subject to unanimous approval by the Board of Directors, the Qualification Program Reference Document setting set forth the policies and procedures for the Bluetooth Qualification Program, which policies and procedures shall be consistent with these Bylaws. The BQRB shall report directly to the Board of Directors.

**Section 8.7 Bluetooth Architectural Review Board (“BARB”).** The BARB shall be responsible for architectural oversight of the Bluetooth Specifications and for supporting the Working Groups. The BARB shall consist of one member appointed by each Promoter Member, the chairperson(s) of each Working Group and representatives of Associate Members within applicable subclass, each appointed for one year term and elected by a vote of 4/5 by the Board of Directors; provided that if any Working Group has more than one chairperson, such chairpersons shall have, collectively, only one vote as a member of the BARB. The BARB shall establish and modify, subject to approval by the Board of Directors in accordance with Section 6.19 hereof, the Working Group Process Document setting forth the policies and procedures for the Working Groups and for creating the Bluetooth Specification, which policies and procedures shall be consistent with these Bylaws. The BARB shall report directly to the Board of Directors.

**Section 8.8 Bluetooth Test and Interoperability Group (“BTI”).** Policies and practices of the Bluetooth Testing Tools Program shall be established and maintained by the BTI. The BTI shall be responsible for coordinating the development of test specifications by the Working Groups and for adopting or developing test vectors or tools for use in the Bluetooth Qualification Program. The BTI shall report directly to the Board of Directors.

**Section 8.9 Specification Adoption Committees.** Upon creation of a Draft Bluetooth Specification (as defined in Article IX hereof), there shall automatically be created a Specification Adoption Committee for the purpose of reviewing and voting upon such Draft Bluetooth Specification in accordance with Article IX hereof. Such Specification Adoption Committee shall consist of (i) each of the members of the Board of Directors and (ii) each Associate Member-appointed chairperson of the Working Group that created such Draft Bluetooth Specification, if any; provided that if such Working Group has more than one Associate Member-appointed chairperson, such chairpersons shall have, collectively, only one vote as a member of such Specification Adoption Committee. Each Specification Adoption Committee shall be specific to

the Draft Bluetooth Specification for which it was created and shall automatically cease to exist upon the conclusion the Adoption Meeting at which the Voting Draft relating to such Draft Bluetooth Specification is voted upon.

**Section 8.10 Working Groups.** The Board of Directors may establish temporary Working Groups. The scope, directives, eligibility for membership and chairmanship and operating procedures of each Working Group shall be established, and may only be amended or changed, by unanimous approval of the Promoter Members of the Board of Directors. Chairpersons of Working Groups shall be appointed or removed by approval of four-fifths (4/5) of the entire Board of Directors. Working Groups may be terminated only upon unanimous approval of the Board of Directors.

**Section 8.11 Legal Forum.** There shall be created a Legal Forum, consisting of one legal representative from each of the Promoter Members. The Legal Forum shall be the forum for providing interface, as needed, between the general counsel of the Corporation and the Promoter Members. The Legal Forum shall meet on an as-needed basis as requested by the general counsel or as requested by not less than three (3) members of the Legal Forum. In no event shall members of the Legal Forum provide legal advice to the Corporation.

## **ARTICLE IX.**

### **SPECIFICATION DEVELOPMENT AND APPROVAL**

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

(a) “Adoption Meeting” means the meeting at which the applicable Specification Adoption Committee votes on the adoption of the particular Voting Draft.

(b) “Bluetooth Specification” means any Voting Draft adopted in accordance with this Article IX including specifications developed for the Working Group Directives and any Errata Corrections to these specifications or the Foundation Specification.

(c) “Draft Bluetooth Specification” means all versions of the document developed by a specific Working Group based within the scope of the given Working Group Directive and all formal comments thereto provided by any Member which is a member of such Working Group that are to be considered for inclusion in the Bluetooth Specification by applicable Specification Adoption Committee pursuant to this Article IX.

(d) “Errata Corrections” means any error correction to any Bluetooth Specification or Foundation Specification created for the sole purpose of error corrections in existing and published features (but not for additional features) or removal of such features, that are required because of an unclarity or error in existing feature operation.

(e) “Foundation Specification” means the specification entitled “Bluetooth Version 1.0 Specification Foundation Core” or “Bluetooth Version 1.0 Specification Foundation Profiles” and published on July 26, 1999 and the Errata Corrections in 1.0 B Specification thereto approved December 1, 1999 (any others), all of which have been adopted by the Corporation.

(f) “Posted” or “Posting” means the process of communicating or distributing written material or specifications to the Members. The primary means of Posting is by making the document/information available to Members via the Corporation’s website.

(g) “Voting Draft” means a version of the Draft Bluetooth Specification that is intended for finalization through vote to become a Bluetooth Specification.

(h) “Working Group Directives” shall mean the directives given to each Working Group by the Board of Directors in accordance with these Bylaws.

**Section 9.2 Adoption.** Except for any Bluetooth Specifications adopted by the Promoter Members prior to incorporation of the Corporation, which Bluetooth Specifications may be adopted by the Corporation as Bluetooth Specifications by the vote of a majority of the entire Board of Directors, the Corporation shall adopt a Bluetooth Specification in accordance with the following conditions and procedures. Bluetooth Specifications can be Prototyping Specifications or final Bluetooth Specifications. Prototyping Specifications are adopted for purposes of developing and using prototypes solely to verify the prototyping specifications at SIG sponsored I OP events. Adoption of Prototyping Specifications does not allow Members to sell or distribute products and prototypes cannot be qualified for distribution.

(a) Draft Bluetooth Specification. Other than for any Errata Correction for which the formal review period commences under Section 9.2 (b), each member of Specification Adoption Committee shall have the opportunity, prior to finalization of the Voting Draft, to review the Draft Bluetooth Specification to assure compliance with technical requirements, prevent unauthorized ownership or use of proprietary intellectual property and other similar purposes (the “IP Review”). All members of the Specification Adoption Committee shall be notified when the Draft Bluetooth Specification is available for IP Review. The IP Review period shall be the shorter of either forty-five (45) days from the date of such notification or from the date of unanimous consent of the Promoter Members of the Board of Directors to proceed to Adoption Meeting as defined in Sections 9.2 (b) and 9.2 (c). Within such IP Review period, each member of the Specification Adoption Committee may identify with particularity any portions of the specification it finds objectionable and shall provide a reasonable explanation for the objection. No such member shall have any duty to perform any patent search.

(b) Voting Draft. The Voting Draft shall be a draft which the Working Groups have determined is final. To ensure that each member of the Specification Adoption Committee has the opportunity to review the Voting Draft as a complete document prior to final adoption, all members of the Specification Adoption Committee will be notified when the Voting Draft is Posted for review. The review period shall be forty-five (45) days from Posting of the Voting Draft, but can be shortened by unanimous consent of the Board of Directors to proceed. During this review period, the members of the Specification Adoption Committee agree to work to resolve any inconsistencies or other issues that any such member may raise as part of its review of the Voting Draft.

(c) Adoption Meeting. The Secretary shall notify all members of the Specification Adoption Committee of the finalization of the Voting Draft and the date of

the Adoption Meeting and Post the same for all Members of the Corporation. The Adoption Meeting shall be set for a date no earlier than the later of three (3) weeks after such notice or the end of the IP Review period (for final adoption) as defined in Section 9.2 (b). Any proposed changes to the Voting Draft shall be noticed by the proposing party to all other members of the Specification Adoption Committee no later than fourteen (14) days prior to the date of such Adoption Meeting. No proposed changes, which are sent after that time, shall be considered.

(d) Voting Process. The Bluetooth Specification shall be deemed adopted when approved upon (i) the vote of at least four-fifths (4/5) of the members of the Specification Adoption Committee; provided that all members of the Specification Adoption Committee who are not also members of the Board of Directors shall collectively have one (1) vote, which vote shall be determined by a majority vote of such non-Director committee members and (ii) the ratification of such vote by a vote of a majority of the entire Board of Directors, which vote shall occur within one (1) week of the Adoption Meeting. Any changes made to the Voting Draft proposed after the circulation of such Voting Draft shall be clearly identified. The Specification Adoption Committee, at an Adoption Meeting, shall be free to modify the proposed Voting Draft at the Adoption Meeting to reflect only proposed changes noticed by the proposing party to all members of the Specification Adoption Committee at least fourteen (14) days prior to the Adoption Meeting.

(e) Notice of Adoption of Bluetooth Specification. Within one (1) week following the date of adoption of the Bluetooth Specification by the Corporation, the Secretary of the Corporation shall Post to all Members of the Corporation notice of such adoption, and Post a copy of such Bluetooth Specification on the Corporation's website.

**Section 9.3 Binding Effect.** The Corporation shall be deemed to have adopted the Bluetooth Specification if approved in accordance with Section 9.2 hereof.

**Section 9.4 Modifications to the Bluetooth Specifications and Foundation Specification.** Once a Bluetooth Specification has been adopted by the Corporation, any updates or alterations to a Bluetooth Specification or Foundation Specification shall be treated as a proposal to develop a new specification, and approval of such shall be accomplished in accordance with these Bylaws.

## **ARTICLE X.**

### **NOTICE**

**Section 10.1 Written Notice.** Whenever, under the provisions of the Statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or Member, such notice shall be in writing and shall be given in person or by mail to such director or Member. If mailed, such notice shall be addressed to such director or Member at his or her or its address as it appears on the records of the Corporation, with postage thereon prepaid, and shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram, electronic mail, telex or facsimile transmission.

**Section 10.2 Waiver of Notice.** Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing and signed by the appropriate person (either manually or electronically, in accordance with applicable law), signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **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 shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its creditor to render it liable monetarily for any purpose or in any amount.

**Section 11.2 Deposits.** All funds of the Corporation shall 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 shall have the right to acquire, own and develop any interest in trademarks, copyrights 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), shall be indemnified and held harmless by the Corporation to the fullest extent permitted under the Statute, 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 Statute permitted the Corporation to provide prior to such amendment). Such indemnification shall 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 shall 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 person indemnified pursuant to Section 13.1 in defending or otherwise being involved in a Proceeding shall 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 shall ultimately be 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 shall 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 shall 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 shall also be entitled to be paid the reasonable expense thereof (including without limitation attorneys’ fees). It shall 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 shall 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, shall 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 shall not be exclusive of any other rights which such person may have or hereafter acquire under any Statute, provision of the Certificate of Incorporation, these Bylaws, agreement, or vote of disinterested directors or otherwise. The Board of Directors shall have the authority, by resolution, to provide for such indemnification of employees or agents of the Corporation or others and for such other indemnification of directors, officers or Delegates as it shall deem 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 Statute. 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 shall be applicable to all Proceedings commenced or continuing after its adoption, whether such arise out of events, acts or omissions which occurred prior or subsequent to such adoption, and shall continue as to a person who has ceased to be a director, officer or Delegate and shall inure to the benefit of the heirs, executors and administrators of such person. This Article shall 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 which entitles him or her to indemnification hereunder and any repeal or other modification of this Article or any repeal or modification of the Statute or any other applicable law shall 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 shall be invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which shall not have been reversed on appeal, such invalidity or unenforceability shall not affect the other provisions hereof, and this Article shall 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, shall 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 which 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, and the Board of Directors or committee 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.** The common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes the contract or transaction.

## ARTICLE XV.

### CORPORATE RECORDS, REPORTS AND SEAL

**Section 15.1 Maintenance of Corporate Records.** The Corporation shall keep at its principal office: (a) records of all meetings of directors, committees of the Board of Directors and Working Groups, 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 shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

**Section 15.3 Directors' Inspection Rights.** Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and properties of the Corporation as may be required under the Certificate of Incorporation, other provisions of these Bylaws and provisions of law.

**Section 15.4 Periodic Report.** The Board of Directors shall 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 which may come into his/her hands.

**Section 15.6 Fiscal Year.** The fiscal year of the Corporation shall be 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 Members of the Board of 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 the 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 which 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 shall be 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 shall be the special responsibility of the Corporation's officers 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 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 General Rules of 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 General Rules of Antitrust Compliance or of this Article shall 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 shall 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 shall be unaffected by such holding. These Bylaws have been prepared in the English Language and the English Language shall be the official language of the Corporation.