

BYLAWS  
OF  
WIRELESS POWER CONSORTIUM  
A District of Columbia Nonprofit Corporation

Adopted on June 11, 2021

*Revised on January 1, 2024*

# BYLAWS OF WIRELESS POWER CONSORTIUM A District of Columbia Nonprofit Corporation

These Bylaws are adopted by the Corporation and are supplemental to the District of Columbia Nonprofit Corporation Act of 2010 (the “Nonprofit Corporation Act”), and as the same shall, from time to time, be in effect.

## ARTICLE I Name and Purpose

### 1.1 Name.

The name of the corporation is Wireless Power Consortium, Inc. (the “Corporation”).

### 1.2 Purpose.

The Corporation is organized and shall be operated exclusively for tax-exempt purposes as a business league described in section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the “Code”). In furtherance of such purposes, the Corporation shall create and specify technological solutions for the wireless transfer of electrical power that shall be usable for a wide range of products on the global market; promote the adoption of wireless power specifications; verify, certify, and test products for compliance with wireless power specifications; and promote compliance with wireless power specifications and compatibility of wireless power products (the “Purpose”).

Members of the Corporation may contribute to the Purpose by investing in the development of technology that makes compatibility possible and improves the efficiency and safety of wireless power transfer. Members of the Corporation may contribute to the Purpose by investing in the development of compatible products and in the promotion and marketing of compatible products.

## ARTICLE II Membership

### 2.1 Membership Criteria.

Membership shall be open to any legal entity, which, to the satisfaction of the Board, demonstrates its ability and willingness to further the Corporation’s Purpose as set forth in Section 1.2 of these Bylaws, as determined in the sole discretion of the Board. Prospective members shall satisfy all other requirements for membership as may be established or changed in the sole discretion of the Board.

## 2.2 Classes of Membership.

The Corporation shall have the following classes of membership:

### 2.2.1 Regular Membership.

Regular members of the Corporation (“Regular Members”) shall have the right to vote for the Board and to participate in any Ecosystem of interest, contingent on payment of the annual dues that have been set by the Board for Regular Members. Regular Members may attend any meeting of an Ecosystem of which they are a member and any other meeting, except for meetings for which attendance is restricted by decision of the Board. Regular Members may register an unlimited number of products in the Certified Product Databases.

### 2.2.2 Adopter Membership.

Adopter members (“Adopter Members”) shall be nonvoting members of the Corporation, contingent on payment of the annual dues that have been set by the Board for Adopter Members. Adopter Members may not attend any meeting, except meetings that are open to Adopter Members by decision of the Board. Adopter Members may register an unlimited number of products in the Certified Product Databases. Adopter Members shall only have access to Approved Specifications, Review Draft Specifications, and other documents made available by the Board.

### 2.2.3 Member Subclasses

The Board may, in its discretion, create subclasses within each class of membership, and will define the rights, responsibilities, qualifications, fees and all other matters associated with each such subclass, provided each subclass will remain subject to the general membership class rights and restrictions described in Section 2.2.1 or 2.2.2, as applicable.

### 2.2.4 Affiliated Entities.

Affiliated entities (each an “Affiliated Entity”) are legal entities Affiliated with a Member of the Corporation. An Affiliated Entity shall have all of the rights of the Member it is affiliated with except that a Member and its Affiliated Entities shall only have a single vote on any matter for which the Member has a right to vote. As used in these Bylaws, “Affiliated” shall mean, with respect to an entity, being directly or indirectly in Control of, Controlled by, or under common Control with another entity for so long as such Control exists. For purposes of the foregoing, “Control” and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

## 2.3 Admission of Members.

The Board shall admit all Regular Members and Adopter Members (collectively “Members”) who satisfy the Membership Criteria set forth in Section 2.1 upon affirmation of the Articles of Incorporation and these Bylaws, the Intellectual Property Rights Policy and the Antitrust Policy; the execution of a Membership Agreement; and upon payment of the applicable annual dues for such membership.

## 2.4 Membership Year.

The membership year shall begin on January 1st and end on December 31st.

### 2.5 Dues.

The Board shall establish annual dues, and may establish other dues, if any, for each class of membership and such dues shall be payable in such amounts and at such times as the Board shall provide. Dues are not required to be uniform among members or classes of members. The amount of dues charged to any member or class of members may be changed from time to time in the sole discretion of the Board. Dues are not refundable for any reason. As provided in these Bylaws, failure to pay dues in a timely manner may cause the loss of membership in the Corporation.

### 2.6 Meetings.

#### 2.6.1 Ordinary Meetings.

There shall be at least two meetings of the Regular Members each year (each such meeting of the Regular Members, an “Ordinary Meeting”, one of which the Board will designate as the “annual” Member meeting required by the Nonprofit Corporation Act). Additional Ordinary Meetings of the Regular Members may be held at such dates, times, and places as the Board or the Executive Director shall determine. Notice of the date, time, and location of each such Ordinary Meeting shall be provided to the Regular Members no fewer than thirty (30) days prior to the date set for the meeting.

#### 2.6.2 Special Meetings.

Special meetings of the Regular Members may be called by decision of the Board in accordance with the Voting Rules (Annex A) or by the Executive Director. Notice of the date, time, location, and purpose of each special meeting shall be provided to Regular Members at least 10 days prior to the date set for the meeting.

#### 2.6.3 Notice.

To the extent permitted by the Nonprofit Corporation Act, notice of meetings of Regular Members shall be provided to the Regular Members via electronic notification. Acceptance of membership in the Corporation shall constitute authorization of a Regular Member to receive notice of meetings via electronic notification. Authorization of delivery of notice of meetings via electronic notification may be revoked by a Regular Member by notice to the Secretary of the Regular Member’s desire to revoke such authorization. Notice also may be given to the Regular Members via separate mailing and/or other means consistent with the Nonprofit Corporation Act, as the Board shall determine. A Regular Member may waive notice of any meeting of the Members, before or after the time stated in the notice, in the form of an email sent to the Secretary, or by oral statement at any such meeting. Attendance at a meeting shall also constitute a waiver of notice, except where a Regular Member states, at the beginning of the meeting or promptly upon arrival that the Regular Member objects to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to action taken at the meeting.

#### 2.6.4 Quorum.

The quorum for transaction of business at any meeting of the Regular Members is defined in the Voting Rules (Annex A).

### 2.6.5 Electronic Meetings.

At the discretion of the Board, a meeting of the Regular Members does not need to be held at a geographic location, if the meeting is held by means of the Internet or other electronic communications technology in a fashion pursuant to which the Regular Members have the opportunity to hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the Regular Members, pose questions, and make comments. In addition, the Internet or other electronic communications technology as described above can be used in conjunction with a regular or special meeting held at a geographic location. Attending a meeting using the Internet or other electronic communications technology constitutes in-person presence at any such meeting.

### 2.6.6 Voting Rights and Procedures.

Meetings of the Regular Members shall be conducted pursuant to such rules as the Board shall establish for such meeting. After the date for a meeting of the Regular Members is established, the Secretary shall prepare an alphabetical list of the names of all Members of the Corporation entitled to vote. A Regular Member must attend (and have registered its attendance at) two of the most recent three Ordinary Meetings to have voting rights. After the initial three Ordinary Meetings after formation of the Corporation, if a Regular Member fails to attend two of the last three Ordinary Meetings, such Regular Member's voting rights shall be suspended until that Regular Member has attended (by the attendance of an authorized representative of that Regular Member) two of three of the last Ordinary Meetings. For clarity, the Ordinary Meeting consists of a specific plenary session held for all Regular Members. The Ordinary Meeting may take place as a single component of a multi-day Corporation event that also includes other Member sessions and gatherings relating to Corporation activities. Any vote of the Regular Members at a meeting shall be advisory only and not binding on the Corporation, except as otherwise provided in Section 2.6.8 below.

### 2.6.7 Voting by Ballot.

The Voting Rules (Annex A) specify that certain decisions must be taken by E-Vote. The Board may otherwise, in its sole discretion, provide that any action required or permitted to be taken by the Regular Members be submitted for their approval by Ballot delivered to each Regular Member.

### 2.6.8 Authority of Regular Members.

Regular Members shall have the authority to vote for members of the Board per Section 4.2 and on amendments of (i) the Articles of Incorporation per Section 10.1, (ii) these Bylaws per Section 10.2, (iii) the IPR Policy per Section 10.3, and (iv) the Antitrust Policy per Section 10.4. All other rights of members otherwise granted to members under the Nonprofit Corporation Act or other means in virtue of their being members shall be exercised by the Board, except as otherwise provided herein.

## 2.7 Termination or Transfer of Membership; Leave of Absence.

### 2.7.1 Termination of Membership for Nonpayment of Dues.

The Board, in its sole and absolute discretion, is authorized to revoke membership in the Corporation should a Member fail to pay its annual dues when due in accordance with the

Corporation's Financial Policy, as established by Board. Such termination of membership shall be effective upon receipt of notice from the Secretary that membership has been terminated for failure to pay dues.

**2.7.1.1 Reinstatement.**

The Board may establish procedures for reinstatement of Members whose membership has been terminated for nonpayment of dues.

**2.7.2 Termination of Membership for Other Than Nonpayment of Dues.**

**2.7.2.1 Breach.**

A Member may be terminated as a Member, in addition to the failure to pay annual dues, by a vote of the Board for such Member's material breach of its obligations to the Corporation, where such breach is not cured within 30 days following the Member's receipt of notice of the breach. During such 30-day period after receipt of notice of breach, such Member shall be suspended. A Member whose status as a Member is proposed for termination by the Board solely under this Section 2.7.2.1 shall be given, if the Member so requests in writing within ten (10) days after notice of termination of status as a Member, an opportunity to be heard, either orally or in writing, at a meeting of the Board to be held not less than five (5) days before the effective date of the proposed termination of Member status; provided that no formal hearing procedure needs to be followed at such meeting of the Board. The foregoing meeting of the Board may be conducted in person, telephonically or otherwise at the Board's discretion, provided that all those participating may simultaneously hear each other during the meeting. The notice to the Member of the Member's termination of Member status may be given personally or via electronic notification to the last address of the Member shown on the Corporation's records and shall state the reason for such proposed termination of status as a Member.

**2.7.2.2 Dissolution.**

A Member's membership shall be automatically terminated upon the Member's dissolution as an entity.

**2.7.3 Resignation of Membership.**

A Member desiring to voluntarily terminate its membership in the Corporation shall submit its resignation in writing to the Secretary.

**2.7.4 Leave of Absence.**

The Board, in its sole and absolute discretion, may grant a Member a leave of absence during which time the Member shall not be required to pay dues and shall not be entitled to participate in the activities of the Corporation.

**2.7.5 Transfer of Membership.**

Membership in the Corporation is nontransferable without the approval of the Board, except that no approval shall be required for the assignment of the membership to any Affiliated Entity of the

Member. Any attempted transfer of membership in violation of the terms of these Bylaws shall be deemed an automatic termination of membership in the Corporation.

## ARTICLE III Offices

### 3.1 Offices.

The Corporation shall maintain continuously in the District of Columbia a registered office at such place as may be designated by the Board. The Corporation may also have offices at such other places, within or outside of the District of Columbia, as the Board may from time to time determine.

## ARTICLE IV Board of Directors

### 4.1 General Powers and Duties.

Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, all corporate powers of the Corporation shall be exercised by the Board. The members of the Board (each a "Director") shall act only as a Board of Directors, or as a committee thereof; individual Directors shall have no power as such.

### 4.2 Composition of the Board.

#### 4.2.1 Qualification.

A Director shall be an employee of a Regular Member or an Affiliated Entity of a Regular Member. Directors need not be citizens of the United States or residents of the District of Columbia. A Director may not be an employee of the Corporation.

#### 4.2.2 Election.

The Directors of the Corporation shall be elected on an annual basis, in accordance with Sections 4.2.2.1 and 4.2.4, by secret Ballot of the Regular Members prior to or during an Ordinary Meeting. No more than one employee of a particular Regular Member or an Affiliated Entity of such Regular Member may serve on the Board at any one time.

##### 4.2.2.1 Procedure to elect Directors of the Corporation.

If the number of candidates for the open Director positions is less than or equal to the number of open positions, the candidates are automatically elected without a ballot. For any open positions with more candidates than open positions, a list of the candidates is printed on a ballot form. To vote for Directors, each Regular Member may cast a single ballot by selecting any number (including zero) of the candidates on the ballot form. The Director positions shall be filled in the order of the number of selections received by each candidate. In case of a tie, dice shall be cast to select the candidate to fill the Director position.

**4.2.3 Number.**

The Board shall initially be comprised of nine (9) Directors. The number of Directors may be increased or decreased, from time to time, by resolution of the Board, provided however, that no decrease shall have the effect of shortening the term of any incumbent Director. Upon an increase in the number of Directors, the Board shall designate the length of the initial term of such new directorship(s), after which such new Director position(s) shall stand for election.

**4.2.4 Term.**

Except as otherwise provided in these Bylaws, Directors shall serve for a term of two (2) years or such other term as the Board shall determine, and until the Director's successor has been elected and qualified or until the Director's earlier death, resignation or removal, provided that a reduction in the number of Directors shall not reduce the term of any incumbent Director. Following the initial appointment of the Directors, one-half (1/2) of the Directors (or as close thereto as possible as shall be determined by the Board) shall be elected by the Regular Members each year. Directors may be elected to consecutive terms and there shall be no limit on the number of consecutive terms that a Director may serve.

**4.2.5 Vacancies.**

Vacancies in the Board, such as due to the resignation of a Director with greater than 1 ½ years remaining in the term, vacancies resulting from an increase in the number of Directors, termination or merger of a Regular Member or removal of a Director shall be filled by a vote of the Regular Members according to Section 4.2.2. For the resignation of a Director with 1 ½ years or less remaining in the term, the vacancy shall be filled by selection by the Regular Member that employed the resigned Director, subject to approval by the Board. A Director elected or selected to fill a vacancy shall take office immediately upon election or selection and shall hold office for the unexpired term of his or her predecessor.

**4.2.6 Resignations.**

A Director may resign at any time by giving notice thereof in writing to the Executive Director or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon receipt of the notice. Acceptance of such resignation shall not be necessary to make it effective.

**4.2.7 Termination.**

If a Regular Member terminates its membership or has its membership as a Regular Member terminated, then a Director who is affiliated with such Regular Member shall automatically cease to be a Director effective as of the date of such termination.

**4.2.8 Removal of Directors.**

**4.2.8.1 Lack of Attendance.**

A seat on the Board shall be declared vacant if any Director fails to attend three (3) consecutive meetings of the Board without obtaining the approval of the Executive Director for such continued absence.



**4.2.8.2 By Vote of the Board.**

Any one or more of the Directors may be removed for good cause by a vote of the Board in accordance with the Voting Rules (Annex A); provided that (i) the Director shall have been provided at least fifteen (15) days advance notice of the date and time of the meeting at which the Board intends to vote on such matter; and (ii) the Director subject to such removal vote shall have had the opportunity to be heard at such meeting, provided, further, that no formal hearing procedure needs to be followed.

**4.2.8.3 By Vote of the Regular Members.**

Any one or more of the Directors may be removed for good cause by the Regular Members at an Ordinary Meeting or special meeting by a vote in accordance with the Voting Rules (Annex A); provided that (i) the Director shall have been provided at least fifteen (15) days advance notice of the date and time of the meeting at which the Regular Members intend to vote on such matter; and (ii) the Director subject to such removal vote shall have had the opportunity to be heard at such meeting, provided, further, that no formal hearing procedure needs to be followed.

**4.3 Meetings of the Board.**

**4.3.1 Meetings.**

Meetings of the Board shall be held at such dates, times and places as the Board or the Executive Director shall determine. Notice of the date, time, and location of each meeting shall be provided to the Directors at least ten (10) days before the date set for the meeting, provided that if there are unforeseen circumstances that require immediate attention and possible emergency action of the board, the Executive Director or twenty percent (20%) of the Directors then in office may call a special meeting of the Board upon three (3) days' notice. Notice must be either delivered personally to each Director or sent to the email address as it appears on the records of the Corporation. At the beginning of each year, the Corporation may provide a single notice of all currently scheduled meetings for that year, or for a lesser period, without having to give notice of each meeting individually. Notwithstanding the foregoing, a Director may waive notice of any meeting of the Board, before or after the time stated in the notice, in the form of an email sent to the Secretary or by oral statement at any such meeting. Attendance at a meeting of the Board shall also constitute a waiver of notice, except where a Director states, at the beginning of the meeting or promptly upon arrival that he or she objects to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**4.3.2 Electronic or Teleconference Meetings.**

One or more Directors may participate in a meeting of the Board or any committee thereof by the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Such participation shall constitute presence in person at the meeting.

#### 4.3.3 Quorum.

A quorum of the Board is defined in accordance with the Voting Rules (Annex A). If a quorum is not present at any meeting of the Board, the Directors present may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present.

#### 4.3.4 Actions by the Board.

Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, and provided a quorum of Directors necessary for the transaction of business has been satisfied, all matters before the Board of the Corporation shall be decided in accordance with the Voting Rules (Annex A).

#### 4.3.5 Action Taken Without Meeting.

Any action that may be taken at a meeting of the Board may be taken without a meeting if a consent or consents in the form of a record setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.

## ARTICLE V Officers

### 5.1 Number and Titles.

The officers of the Corporation shall be a Chair of the Board, a Vice-Chair of the Board, a Secretary, a Treasurer, an Executive Director, and such other officers with such titles and duties as shall be stated in these Bylaws or as may be determined by the Board. Any number of offices may be held by the same person, except that the Chair of the Board, the Vice-Chair and the Executive Director shall not serve concurrently as the Treasurer and the Chair of the Board and Vice-Chair of the Board shall not serve concurrently as the Executive Director.

### 5.2 Elections, Appointments and Terms of Office.

#### 5.2.1. Chair and Vice Chair.

At the first meeting of the Board after each annual election of Directors, the Board shall elect one of the Directors as Chair and one of the Directors as Vice-Chair. The Chair of the Board and Vice-Chair of the Board may be elected for consecutive terms. If the Chair or Vice-Chair position becomes vacant before the expiration of a term, the Board shall elect a successor to complete the unexpired term.

##### 5.2.1.1. Removal

The Chair of the Board and/or Vice-Chair of the Board may be removed by a vote of the Board in accordance with the Voting Rules (Annex A); provided that (i) the Chair or Vice-Chair proposed for removal shall have been provided at least fifteen (15) days advance notice of the date and time of the meeting at which the Board intends to vote on such matter; (ii) the Chair or Vice-Chair proposed for removal shall have had the opportunity

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to be heard at such meeting; (iii) no formal hearing procedure needs to be followed; and (iv) any removal as a Chair or Vice-Chair shall not constitute removal of such individual as a Director of the Corporation.

### 5.2.2. Other Officers.

The Board will determine which of the remaining officer positions are to be filled by election or appointment. Any other elected officer position will be filled by a vote at a meeting of the Board and any elected officer shall serve for a term of one year and until the officer's successor is duly elected and qualified, or until the officer's earlier resignation, removal or death. Except as otherwise expressly determined by the Board, officers may be elected or appointed for consecutive terms. All officers not elected shall be employees or contractors of the Corporation, who serve at the discretion of the Board.

### 5.3 Removal and Resignation.

Except as set forth in Section 5.2.1.1., any officer of the Corporation may be removed, with or without cause, at any time in accordance with the Voting Rules (Annex A) and these Bylaws, provided that removal shall not affect any contract rights that the officer may have. Any officer may resign from office at any time. Such resignation shall be made in writing, unless waived by vote of the Board, and shall take effect from the time of its receipt by the Corporation, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

### 5.4 Vacancies.

Any vacancy occurring in any office of the Corporation shall be filled by the Board.

### 5.5 Power and Duties of Officers.

The powers and duties of the officers shall be those customarily exercised by corporate officers holding such offices, except to the extent that such duties and powers are inconsistent with these Bylaws, with any provision made pursuant hereto and/or with any policy or directive approved by the Board.

#### 5.5.1 Chair of the Board.

The Chair of the Board shall have the right to preside at Board and Regular Member meetings, shall have the responsibility and authority to represent decisions of the Board, and shall perform such other duties and exercise such other powers as the Board may assign from time to time.

#### 5.5.2 Vice-Chair of the Board.

The Vice-Chair of the Board shall preside, in the absence of the Chair of the Board, at all meetings of the Regular Members and the Board and shall perform such other duties as may be required of him or her by the Board.

#### 5.5.3 Secretary.

The Secretary shall be responsible for keeping an accurate record of the proceedings of all meetings of the Board and the Regular Members, and such other actions of the Corporation as the Board shall direct. Except as otherwise provided in these Bylaws or by the Board, the Secretary shall give or cause to be given all notices in accordance with these Bylaws or as

required by law. The Secretary shall have such other duties and have such other powers as shall be designated by the Board.

#### 5.5.4 Treasurer.

The Treasurer shall oversee the care and custody of the books and records of account of the Corporation and, subject to the direction of the Board, shall oversee the disposition of all funds and securities of the Corporation. He or she shall oversee the presentation of financial statements to the Board from time to time and upon the request of the Board. The Treasurer shall have such other powers and duties as may be designated by the Board.

#### 5.5.5 Executive Director.

The Executive Director is the general manager of the corporation. The Executive Director shall be responsible for managing, directing, supervising and controlling the corporation's day-to-day operations and performing such other duties and exercising such other powers as the Board may assign from time to time. As part of these responsibilities and subject only to such limitations as the Board may impose, the Executive Director shall manage and supervise the corporation's contracting process and shall have broad signature authority to execute any document on behalf of the Corporation.

#### 5.5.6 Other Officers.

Other officers of the Corporation shall have such powers and duties as may be designated from time to time by the Board.

## ARTICLE VI Committees, Work Groups, Groups, Task Forces, and Other Subordinate Entities

### 6.1 General Provisions.

Subject to specific provisions of this Section 6.1 and the rights of Regular Members set forth in these Bylaws, the Board shall have the power at any time to establish, define and delegate the purpose or purposes of any committee, Group, Task Force, or other subordinate entity (each a "Subordinate Entity") of the Board that, in the sole judgment of the Board, is necessary or desirable to accomplish the Purpose of the Corporation. With respect to any Subordinate Entity, the Board shall have the power at any time to: (1) appoint the members of that Subordinate Entity who may be Directors or other individuals; (2) designate a member of that Subordinate Entity as its chair; (3) designate the term of membership and fill vacancies with respect to membership on any such Subordinate Entity; (4) change the membership of any such Subordinate Entity; and (5) disband any Subordinate Entity. The members of any Subordinate Entity shall act only as an entity and shall report to the Board on the Subordinate Entity's actions and findings; provided that, except as provided in Section 6.2 (relating to committees of the Board) and only to the extent to which authority is delegated by the Board, only committees of the Board may create binding obligations on the Corporation. Any such Subordinate Entity may consist of Directors and other persons. Quorums and vote requirements for Work Groups and other Subordinate Entities are set forth in Annex A unless otherwise specified in these Bylaws.

## 6.2 Committees.

The Board may, by resolution, designate one or more committees of the Board, including, but not limited to, an Executive Committee, Audit Committee, and Finance Committee. The Board shall prepare a charter for each committee of the Board setting forth its purpose, chair, authority and responsibility and such charter shall be reviewed and approved by the Board periodically. Any such committee shall have and exercise the authority of the Board in the management of the Corporation within its area of operations and to the extent provided in its charter, except as otherwise provided by law or in a resolution by the Board. Each such committee of the Board shall consist of one or more Directors. Membership on any such committee normally shall be limited to Directors. If any person who is not a Director is appointed to any committee of the Board, such non-Director shall have no right to vote on any question that would create a binding obligation on the Corporation.

## 6.3 Groups, Task Forces and other Subordinate Entities.

The Board may, by resolution, designate one or more Groups, Task Forces or other Subordinate Entities of the Board. The Board shall prepare a charter for each Group, Task Force or other Subordinate Entity of the Board setting forth its purpose, chair, authority and responsibility and such charter shall be reviewed and approved by the Board periodically. No such Group, Task Force or other Subordinate Entity shall have or exercise the authority of the Board. Each such Group, Task Force or other Subordinate Entity of the Board may consist of one or more Directors or non-Directors. Such Group, Task Force or other Subordinate Entity will operate as specified by the Board.

## 6.4 Work Groups.

### 6.4.1 Specification Work Groups.

#### 6.4.1.1 Responsibilities.

The Board shall establish Specification Work Groups that shall be responsible for developing draft specifications and recommending them to the Board for adoption as Approved Specifications.

#### 6.4.1.2 Formation of Specification Work Groups.

The Regular Members may propose to the Board the establishment of one (1) or more Specification Work Groups to carry out the work of the Corporation. Such proposal shall include the purposes of such Specification Work Group, and the Regular Members that initially desire to participate in such Specification Work Group. The Board shall develop a charter for the Specification Work Group that defines the scope of the work to be performed by the Specification Work Group, schedule, chair, and anticipated outputs, such as draft specifications, of the Specification Work Group. The Board shall (i) approve or disapprove the formation of each Specification Work Group, and (ii) appoint the initial and any replacement chair of such Specification Work Group. The Board shall provide timely notice of the formation and chair of the Specification Work Group to all Regular Members as well as the then-current procedures which will govern the actions of such Specification Work Group.

#### 6.4.1.3 Participation and Voting Rights in Specification Work Groups and their Ecosystems

Any Regular Member may join an Ecosystem and resign from an Ecosystem by notice to the Executive Director. Participation in meetings of an Ecosystem, and voting rights in an Ecosystem, are conditional on payment of applicable membership fees. Voting rights in an Ecosystem may be further limited to members that have attended meetings of that Ecosystem on a regular basis. The Board may establish such restrictions in a written policy adopted by the Board.

#### 6.4.1.4 Specification Work Group Process.

Each Specification Work Group shall have regular meetings at such frequency as required to meet the scope of work and the work procedures of the Specification Work Group. Time and place of Specification Work Group meetings shall be determined by the Specification Work Group. The number of representatives from a Regular Member participating at each Specification Work Group and Work Group Subordinate Entity meeting (excluding the chair and the vice-chair of the Specification Work Group) shall be limited at the discretion of the chair of the Specification Work Group or Subordinate Entity based on the Antitrust Policy and general antitrust terms.

#### 6.4.1.5 Specification Phases.

A Draft Specification proceeds through the stages “Working Draft,” “Review Draft” and “Final Draft” before it becomes an Approved Specification.

**Working Draft.** A Working Draft is a Draft Specification that is used for internal review by a Specification Work Group. A Working Draft is made available only to Regular Members who are members of the Ecosystem that created such Working Draft.

**Review Draft.** When a Specification Work Group determines it has made an appropriate level of progress in achieving the objectives for its Specification, and wants to share the deliverable with all Members for review, the Specification Work Group may decide to promote the document from “Working Draft” to “Review Draft” status in accordance with the Voting Rules (Annex A). The Specification Work Group Chair must send a “Review Draft” Specification to the Secretary within 15 days of the vote and indicate the period allowed for comment (“Review Period”). The Review Period shall be at least thirty (30) days and has no upper limit. The Review Period for a draft specification that was modified after receiving comments during an earlier Review Period may be reduced to fourteen (14) days. Once the Secretary confirms that the appropriate process was followed correctly, the Secretary shall provide notice of the document’s Review Draft status and Review Period to all Members.

**Final Draft.** After the completion of the Review Period, the Specification Work Group may decide to promote the document to Final Draft in accordance with the Voting Rules (Annex A). The Specification Work Group Chair must send a Final Draft to the Secretary within 15 days after the promotion decision. If the Specification Work Group decides that the Draft Specification needs further development, the Draft Specification is demoted from Review Draft to Working Draft.

**Approved Specification.** A vote of the Board in accordance with the Voting Rules (Annex A) is required to approve a Final Draft as an Approved Specification. The Secretary shall notify all Members about the approval and make the Approved Specification available to all Members. A Final Draft that is not approved by the Board is demoted to Working Draft.

#### 6.4.1.6 Output.

Output of the Specification Work Group other than Specifications (“Output”) will proceed through Working Draft and Final Draft stages to an Approved stage. The process and procedures for such Output will operate as specified by the Board.

### 6.4.2 Operational Work Groups.

The Board may establish operational Work Groups (“Operational Work Groups”), which shall be responsible for activities other than developing Specifications.

#### 6.4.2.1 Formation of Operational Work Groups.

The Regular Members may propose to the Board the establishment of one (1) or more Operational Work Groups to carry out the work of the Corporation. Such proposal shall include the purposes of such Operational Work Group, and the Regular Members that initially desire to participate in such Operational Work Group. The Board shall develop a charter for each Operational Work Group that defines the scope of the work to be performed by the Operational Work Group, schedule, chair, and anticipated outputs. The Board shall (i) approve or disapprove the formation of each Operational Work Group, and (ii) appoint the initial and any replacement chair of such Operational Work Group. The Board shall provide timely notice of the formation and chairperson of the Operational Work Group to all Regular Members as well as the then-current procedures which will govern the actions of such Operational Work Group. Any Regular Member may join the Operational Work Group if desired. No dues are required to participate in an Operational Work Group.

#### 6.4.2.2 Operational Work Group Process.

Each Operational Work Group shall have regular meetings at such frequency as required to meet the scope of work and the work procedures of the Operational Work Group. Time and place of Operational Work Group meetings shall be determined by the Operational Work Group or the chair of the Operational Work Group. The number of representatives from a Regular Member participating at each Operational Work Group and associated Subordinate Entity meeting (excluding the chairperson and the vice-chairperson of the Operational Work Group) shall be limited at the discretion of the chair of the Operational Work Group or Subordinate Entity based on the terms of the Antitrust Policy and general antitrust considerations.

#### 6.4.2.3 Operational Work Group Output.

Output will proceed through Working Draft and Final Draft stages to Approved stage. The process and procedures for such Output will operate as specified by the Board.

For select classes of outputs, such as press releases and the like, the Board may delegate the approval to Approved Output to officers of the Corporation.

#### 6.4.3 Task Forces, Teams and Other Subordinate Entities of Work Groups.

A Work Group may, by resolution, designate one or more Task Forces, Teams or other Subordinate Entities of the Work Group. The Work Group shall prepare a charter for each Task Force, Team or other Subordinate Entity of the Work Group setting forth its purpose, chair, authority and responsibility and such charter shall be reviewed and approved by the Board periodically. No such Task Force, Team or other Subordinate Entity shall have or exercise the authority of the Work Group. Such Task Force, Team or other Subordinate Entity will operate as specified by the Board.

#### 6.4.4 Voting.

All reasonable efforts shall be taken to ensure that decisions in a Work Group or Subordinate Entity are taken on the basis of general consensus. To the extent that it is not possible to reach consensus in a timely manner or an E-Vote is required by these Bylaws, the Work Group or Subordinate Entity chair may provide that any action required or permitted to be taken by the Work Group or Subordinate Entity shall be submitted for the approval of the Work Group or Subordinate Entity members by Ballot (or E-Vote, as applicable) delivered to each member of the Work Group or Subordinate Entity.

## ARTICLE VII

### Personal Liability of Directors and Indemnification of Directors, Officers, Employees and Other Persons; Insurance

#### 7.1 Personal Liability of Directors and Officers.

A Director or Officer of this Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action by the Director or Officer, except for: (1) the amount of a financial benefit received by the Director to which the Director is not entitled; (2) an intentional infliction of harm; (3) a violation of § 29-406.33 of the Nonprofit Corporation Act; or (4) a violation of criminal law. This Section 7.1 shall not limit a Director's or Officer's liability for monetary damages to the extent prohibited by law.

#### 7.2 Mandatory Indemnification of Directors and Officers.

The Corporation shall, to the fullest extent permitted by applicable law, indemnify any present or former Director or Officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding, issue or matter, whether civil, criminal, legislative, administrative, or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such Director or Officer is or was a Director or Officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, representative, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs),



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judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Director or Officer in connection with such action, suit, proceeding, issue or matter, except as otherwise provided in Section 8.4 hereof. A Director or Officer of the Corporation entitled to indemnification under this Section 7.2 is hereafter called a “person covered by Section 7.2 hereof.”

### 7.3 Advance of Expenses.

Expenses (including attorneys’ fees and costs) incurred by a person covered by Section 7.2 hereof in defending a threatened, pending or completed civil or criminal action, suit, proceeding, issue or matter, shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided in Section 7.4. The Director’s or Officer’s right to advancement of expenses shall not be subject to any condition other than submission of such an undertaking. The undertaking need not be secured and shall be accepted without reference to the financial ability of the Director or Officer to make repayment.

### 7.4 Exceptions.

No indemnification under Section 7.2 or advancement or reimbursement of expenses under Section 7.3 shall be provided to a person covered by Section 7.2 hereof: (1) if a final un-appealable judgment or award establishes that such Director or Officer engaged in self-dealing, willful misconduct or recklessness; (2) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers’ and directors’ liability insurance maintained by the Corporation or other enterprise; or (3) for amounts paid in settlement of any threatened, pending or completed action, suit, proceeding, issue or matter without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 7.2 or advancement or reimbursement of expenses under Section 7.3, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board.

### 7.5 Continuation of Rights.

The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall continue as to a person who has ceased to be a Director or Officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such person.

### 7.6 Notice of Commencement of Action.

As a condition of any right to indemnification hereunder, the Director or Officer shall give the Corporation written notice of the commencement of a claim, action, suit, proceeding, issue or matter against him or her as soon as practicable, but in any event, no later than 60 days from when he or she becomes aware of such claim, action, suit, proceeding, issue or matter. Where a Director or Officer fails to give such notice and that failure causes the Corporation material prejudice, the Corporation may, in its discretion, choose not to indemnify such Director or Officer for any expenses incurred by him or her with respect to such

claim, action, suit, proceeding, issue or matter. The Corporation shall have the right, at its election and expense, to assume or participate in the defense of any such civil action, suit or proceeding, if to do so will not subject it to a conflict of interest and is not unreasonable under the circumstances. If the Corporation assumes the defense, the Director or Officer may participate in the defense at his or her own expense. The Corporation shall only be obligated to pay a settlement of a civil action, suit, proceeding, issue or matter to which it consents in writing, such consent not to be unreasonably withheld. If the Corporation is obligated to indemnify or advance expenses to a Director or Officer as to a proceeding relating to his or her service at the Corporation's request as a director, officer, employee, partner, trustee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise (including service with respect to employee benefit plans), the Corporation's obligation shall be secondary to and in excess of any indemnification and advancement obligation owed by such other corporation, partnership, limited liability company, joint venture, trust or enterprise, or its insurer, and the Corporation shall be subrogated to the Director's or Officer's rights to such obligation of indemnification, advancement or insurance, if not duly paid.

### 7.7 General Provisions.

#### 7.7.1 Fulllest Extent Permitted by Applicable Law.

The term "to the fullest extent permitted by applicable law," as used in this Article VIII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 7.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option (1) on the basis of the applicable law on the date this Article VII was adopted, or (2) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (3) on the basis of the applicable law in effect at the time indemnification is sought.

#### 7.7.2 Contract Right.

The right of a person covered by Section 7.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 7.3: (1) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person; and (2) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

#### 7.7.3 Right to Bring Suit.

If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate as indicated by the Wall Street Journal) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the

advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

### 7.7.4 Not Exclusive.

The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any law, agreement, vote of the Directors or otherwise, both as to action in such Director's or officer's official capacity and as to action in another capacity while holding that office.

### 7.7.5 Not Limiting.

Nothing contained in this Article VII shall be construed to limit the rights and powers the Corporation possesses under the Nonprofit Corporation Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

### 7.7.6 Amendment.

The provisions of this Article VII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 7.2 hereof by a written agreement signed by the Corporation and such person.

## 7.8 Indemnification of Employees; Optional Indemnification.

The Corporation may indemnify employees and contractors on the same terms and conditions as its Directors and Officers or otherwise, if the Board decides that it is in the best interests of the Corporation to indemnify any such employee. The Corporation may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than those covered by this Article VII.

## 7.9 Insurance.

The Corporation shall have the power to purchase liability insurance on behalf of any person who is or was serving as a Director, officer, contractor, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan, whether or not the Corporation would have the power to indemnify such persons against liability under the Code.

## 7.10 Severability of Provisions.

Each provision of this Article VII is intended to be severable, and, if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article.

## ARTICLE VIII Compensation of Directors and Officers

### 8.1 Compensation of Directors.

Directors shall not receive any compensation for their services as such; however, the Board may authorize reimbursement for reasonable expenses incurred in connection with the performance of services for the Corporation, including but not limited to, attendance at annual, regular or special meetings of the Board. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation in such capacity.

### 8.2 Compensation of Officers.

Salaries and other compensation of the officers, other than the Chair and Vice-Chair who shall serve without compensation, may be fixed from time to time by the Board, provided that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's Purpose.

## ARTICLE IX Miscellaneous Provisions

### 9.1 Funds of the Corporation; Signatories.

The funds of the Corporation shall be deposited to its credit in such a manner and in such depositories as the Board may from time to time designate, and all checks, drafts or other orders for the payment of money shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

### 9.2 Annual Accounting Period.

The annual accounting period of the Corporation shall be the calendar year.

### 9.3 Gifts.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the purposes of the Corporation.

### 9.4 Loans.

The Board may authorize the Executive Director or any other officer or agent of the Corporation to: (1) obtain loans and advances at any time for the Corporation from any bank, trust company, firm, corporation, individual, or other institution; (2) make, execute, and deliver promissory notes, bonds, or other certificates or evidences of indebtedness of the Corporation; (3) pledge and hypothecate, or transfer any securities or other property of the Corporation as security for any such loans or advances; and (4) lend money for the charitable, scientific and/or educational purposes of the Corporation and take and hold real and personal property as security for the payment of funds so loaned. Such authority conferred by the Board may be general or confined to specific instances. No loans shall be made by the Corporation to any Director or Officer thereof.

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### 9.5 Execution of Contracts.

The Board, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract, or execute and deliver any instrument as may be necessary to carry out the Purpose of the Corporation.

### 9.6 Investments.

The Corporation shall have the right to invest and reinvest any funds held by it according to the judgment of the Board. The Board is restricted to the prudent investments which it is or may hereafter be permitted by law to make.

### 9.7 Voting of Securities Held by the Corporation.

Stocks and other securities owned by the Corporation shall be voted, in person or by proxy, as the Board may specify. In the absence of any direction by the Board, such stocks and securities shall be voted as the Executive Director may determine.

### 9.8 Annual Financial Report and Audit.

The Board shall cause to be prepared an annual financial report and may require an annual audit be made of the books and accounting records of the Corporation by an independent certified public accountant.

## ARTICLE X Amendments

### 10.1 Amendment of Articles of Incorporation.

The Articles of Incorporation may be altered, amended, or restated, by Ballot of the Regular Members, in accordance with the Voting Rules (Annex A), if at least ninety (90) days written notice is given of the intention to take such action.

### 10.2 Amendment of Bylaws.

These Bylaws may be amended, restated or repealed, in whole or in part, by Ballot of the Regular Members, in accordance with the Voting Rules (Annex A), if at least ninety (90) days written notice is given of the intention to take such action.

#### 10.2.1 Recording.

The text of all amendments, restatements and repeals to these Bylaws shall be attached to the Bylaws with a notation of the date of each such amendment, restatement or repeal.

### 10.3 Amendment of Intellectual Property Rights (IPR) Policy.

The IPR Policy may be amended, restated or repealed, in whole or in part, by Ballot of the Regular Members, in accordance with the Voting Rules (Annex A), if at least ninety (90) days written notice is given of the intention to take such action.

#### 10.4 Amendment of the Antitrust Policy.

The Antitrust Policy may be amended, restated or repealed, in whole or in part, by Ballot of the Regular Members, in accordance with the Voting Rules (Annex A), if at least ninety (90) days written notice is given of the intention to take such action.

## ARTICLE XI Definitions

“**Adopter Member**” is defined in Section 2.2.2.

“**Affiliated Entity**” is defined in Section 2.2.4.

“**Antitrust Policy**” is the Wireless Power Consortium policy document that addresses antitrust issues.

“**Approved**” is a state of an output document or Specification that means the output document or Specification has been approved by Board.

“**Ballot**” shall (i) be in the form of a record, as defined in Section 29 101.02(42) of the DC Business Organizations Code (i.e. in a tangible medium that is readily retrievable and may be stored in an electronic format); (ii) set forth each proposed action; (iii) provide an opportunity to vote for, or withhold a vote for each item to be voted on; and (iv) specify the time by which the ballot must be received by the Secretary in order to be counted. A Ballot received after the date set forth therein shall be invalid and shall not count towards the vote needed to approve the action.

“**Board**” is the Board of Directors.

“**Certified Product Database**” a database of products that have passed the relevant certification procedures to comply with a Wireless Power Specification. There may be more than one Certified Product Database.

“**Code**” is Section 501(c)(6) of the Internal Revenue Code of 1986, as amended.

“**Corporation**” is the Wireless Power Consortium.

“**Director**” is an individual employed by a Regular Member or an Affiliated Entity of a Regular Member who is a member of the Board.

“**Draft**” is any of Working Draft, Review Draft or Final Draft as appropriate.

“**Draft Specification**” is a Specification in a Draft state.

“**Ecosystem**” is a Specification Work Group and its associated Subordinate Entities.

“**E-Vote**” is an electronic Ballot on a proposed action for which the Members entitled to vote (a) have been provided written notice of the planned vote and a reasonable opportunity to comment prior to issuance of the Ballot, and (b) have at least 14 days to return the Ballot.

“**Final Draft**” is a state of an output document or Specification that means the output document or Specification is at the Board for approval.

## BYLAWS OF WIRELESS POWER CONSORTIUM

**“Financial Policy”** is the document entitled “Wireless Power Consortium Financial Administration Policy” as updated from time to time.

**“Group”** is a Subordinate Entity of the Board.

**“Intellectual Property Rights Policy”** or **“IPR Policy”** is the Wireless Power Consortium policy document that addresses intellectual property rights.

**“Majority”** is more than half of all votes cast by the applicable voting group, excluding blanks or abstentions.

**“Member”** is a legal entity that complies with Section 2.1 and has been admitted according to Section 2.3.

**“Membership Agreement”** is the Wireless Power Consortium Membership Agreement and Application.

**“Membership Criteria”** is defined in Section 2.1.

**“Nonprofit Corporation Act”** is the District of Columbia Nonprofit Corporation Act of 2010, and as the same shall, from time to time, be in effect.

**“Output”** means any product of a Work Group, Task Force, Group, Team or other Subordinate Entity other than a Specification.

**“Operational Work Group”** is a Work Group responsible for activities other than developing Specifications.

**“Purpose”** is defined in Section 1.2.

**“Quorum”** is the number of individuals or Members required to conduct business of the relevant group. Quorum includes only individuals or Members entitled to vote and only one individual per Member. Quorum requirements are identified in the Voting Rules (Annex A). E-Votes automatically satisfy any Quorum requirement. For other votes by Ballot, the number of returned Ballots (including abstentions) must meet or exceed any Quorum requirement identified in the Voting Rules. Quorum is otherwise determined by counting the individuals (in the case of a meeting of the Board) or Members (in all other meetings) that have voting rights in the relevant group and are present in a meeting.

**“Regular Member”** is defined in Section 2.2.1.

**“Review Draft”** is a state of a Specification that means the Specification is being reviewed by the Members.

**“Review Period”** the period for Members to review a Review Draft Specification and for Regular Members to provide comments.

**“Secret Ballot”** is a Ballot that is managed in a manner such that individual votes are kept strictly confidential from all other voters. A third party bound by appropriate confidentiality obligations may be engaged to manage such a Ballot.

**“Specification”** means a document relating to interoperability of wireless power transfer devices, that is expressly designated as a “Specification” and that contains detailed technical information of a nature that must be implemented as described therein for an implementation thereof to be deemed compliant.

## BYLAWS OF WIRELESS POWER CONSORTIUM

“**Specification Work Group**” is a Work Group responsible for developing draft specifications.

“**Subordinate Entity**” is a committee, Group, Task Force, Team or other subordinate entity of the Board or a Work Group. A Work Group is not a Subordinate Entity.

“**Supermajority**” is more than 65% of all votes cast by the applicable voting group, excluding blanks or abstentions.

“**Task Force**” is a Subordinate Entity of the Board or of a Work Group.

“**Voting Rules**” means the rules for making decisions in the Board and the Work Groups and Subordinate Entities as set out in Annex A, and modified from time to time by a decision of the Board.

“**Working Draft**” is a state of an output document or Specification that means the output document or Specification is being edited.

“**Work Group**” is a Specification Work Group or an Operational Work Group.



## Annex A

Subject of Vote	Voting Group	Reference to Bylaws	Quorum	Majority	Secret Ballot Required	E-Vote Required
Election of Directors	Regular Members	4.2.2	50% of Regular Members entitled to vote	See 4.2.2	Yes	No
Articles, Bylaws, IPR Policy, Antitrust Policy Amendment	Regular Members	10.1, 10.2, 10.3, 10.4	N/A	Supermajority	No	Yes
Regular Member matters except as listed herein	Regular Members	2.6.4	50% of Regular Members entitled to vote	Majority	No	No
Removal of Director by the Board of Directors	Directors	4.2.8.2	N/A	Supermajority of all Directors	Yes	No
Removal of Director by the Regular Members	Regular Members	4.2.8.3	N/A	Supermajority	Yes	Yes
Election or Removal of Chair or Vice-Chair of the Board	Directors	5.2, 5.3	65% of number of Directors	Majority	Yes	No
Board matters except as listed herein	Directors	4.3.4	65% of number of Directors	Majority	No	No
Review Draft, Final Draft Specification approval	Work Group members	6.4.1.5	N/A	Supermajority	No	Yes

BYLAWS OF WIRELESS POWER CONSORTIUM

Subject of Vote	Voting Group	Reference to Bylaws	Quorum	Majority	Secret Ballot Required	E-Vote Required
Specification approval, both initial and from Final Draft	Board	6.4.1.5	65% of number of Directors	Supermajority	No	No
Work Group items except as listed herein	Work Group members	6.1	50% of Work Group members entitled to vote (unless otherwise specified by the Board)	Majority (unless otherwise specified by the Board)	No (unless otherwise specified by the Board)	No (unless otherwise specified by the Board)
Subordinate Entity items	Subordinate Entity members	6.1	50% of Subordinate Entity members entitled to vote (unless otherwise specified by the Board)	Majority (unless otherwise specified by the Board)	No (unless otherwise specified by the Board)	No (unless otherwise specified by the Board)

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